

**SCHEDULE OF RATES AND CHARGES**

**TOGETHER WITH RULES AND REGULATIONS**

**APPLICABLE TO TELEPHONE SERVICE**

**PROVIDED IN THE TERRITORY SERVED BY**

**ZIPLY FIBER OF OREGON, LLC  
d/b/a  
ZIPLY FIBER**

**WITHIN THE STATE OF OREGON AS FOLLOWS:**

**Azalea  
Canyonville  
Cave Junction  
Days Creek  
Glendale  
Myrtle Creek  
O'Brien  
Riddle  
Selma  
Wolf Creek**

**SERVICES OFFERED IN THE EXCHANGE & NETWORK SERVICES TARIFF**

**MAY ALSO BE SUBJECT TO**

**RATES, TERMS OR CONDITIONS CONTAINED IN THE**

**PRICE LIST**

**CHECK SHEET**

Section I. and Section VI. inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below are in effect on the date indicated.

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**EXPLANATION OF SYMBOLS**

Whenever tariff sheets are filed, changes will be identified by the following symbols:

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

**DEFINITIONS**

Access Charge

Charge to a customer or a carrier from a local telephone company for the service of making the local network available.

Access Line

A circuit between a switching center and a customer premises which provides access to the local and toll switching network and includes a standard network interface (SNI).

Access Line Installation Charge

A nonrecurring charge made to cover all or a portion of the cost associated with the installation of telephone access line.

Accessories

Devices which are mechanically attached to, or used with, the facilities furnished by the Company and which are independent of, and not electrically, acoustically or inductively connected to the communications path in the telephone system.

Acoustic/Inductive Coupler

Denotes a device which makes connection with CPE through use of sound/electromagnetic waves as opposed to direct electrical connection.

Airline Mileage

The shortest distance between the points involved.

Applicant

An individual or concern who .1) applies to the Company for telephone service with a utility or 2.) reapplies for service at a new or existing location after service has been discontinued for more than twenty (20) days.

Automatic Dialing and Announcement Device (ADAD)

An ADAD is a device that can be programmed to dial telephone numbers, randomly or in a predetermined sequence, and play a recorded message when a call is answered.

Basic Exchange Service

A telecommunications service for business and residence customers furnished by central office lines in a specified geographical area for local calling on a flat rate basis and for network access to message toll service.



**DEFINITIONS** (Continued)

Billing Code

Billing codes are used to identify rate items of service for billing purposes and tax applicability. Each billing code consists of up to five (5) alphabetic or alpha-numeric characters. A different code is assigned for each item of service offered by the Company.

Billing Date

The latest of:

1. Date stated on the billing
2. Date billing was placed in the mail

Branch Exchange Service

(See Private Branch Exchange Service.)

Bridged Lines

(See Combination Main Service.)

Business Service

Business service is the class of exchange (or local) service furnished to customers whose actual or obvious use of the service is for conducting a business, trade or profession or whose use of the service is obviously not confined to domestic use. Customers moved from residential to business will be notified by the Company of their right to appeal with the Public Utility Commissioner of Oregon.

Central Office

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

Channel

A path for communication or signaling between two or more locations.

Charge

A one-time nonrecurring assessment made by the Company.

Class of Service

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

**DEFINITIONS** (Continued)

Combination Main Service

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

Communications Systems

A combination of equipment and facilities which fulfills the communication requirements of a customer.

Company

ZiPLY Fiber of Oregon, LLC d/b/a ZiPLY Fiber

Consumer

Applicants and customers.

Contiguous Exchanges

Two (2) exchanges whose boundaries adjoin.

Continuous Property

Property owned or leased and occupied by a customer, which is not separated by public thoroughfare or by property occupied by others.

Contract

The service application-agreement between a customer and the company under which service and/or facilities are furnished in accordance with the provisions of applicable tariffs and under special conditions.

Customer

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

Customer Premises Inside Wiring (CPIW)

Wire for telecommunications purposes which is on the customers premises. Customer Premises Inside Wire begins on the customer's side of the standard network interface (SNI).

Customer Provided Pay Telephone Service

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

(T)

**DEFINITIONS** (Continued)

Customer Premises Equipment (CPE)

Telecommunication devices, equipment, and associated wiring located on the customer's side of the protector/standard network interface.

Date of Presentation

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

Demarcation Point

(See Standard Network Interface, SNI)

Deposit

A cash payment made by the customer to establish or reestablish credit with the Company.

Digital Centrex Service

A central office based touch calling service provided to business customers.

Digital Channel Service (DCS)

Service that transmits and receives digital signals between the serving wire center and the digital switching equipment located at the customer's premises. The service enables customers to channelize up to twenty-four (24) voice grade DS0s on a single transport facility. It is comprised of two (2) components; a digital port in the serving wire center and a digital transport facility between the serving wire center and the customer's premises.

Direct Inward Dialing (DID) Service

This is a central office service that provides for dialing in from the exchange and toll network directly to the station lines associated with customer premises equipment without intervention from an attendant.

Directory Assistance Call Completion (DACC):

Allows customers the option to have their local or intralata calls completed to a requested number by either Directory Assistance Operator or Directory Assistance Audio Response System that provides the requested directory number.

Directory Listings

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

**DEFINITIONS** (Continued)

Electronic Bill Presentment and Payment (EBPP)

Electronic Bill Presentment Program (EBPP) is an optional service provided by the Company that allows customers to view and or pay their telephone bill on-line.

Enhanced Lifeline Service/Tribal Lands

Additional federal Lifeline (fourth tier) and Tribal Link Up assistance for qualifying low-income individuals living on federally recognized reservations (American Indian and Alaska Native) to reduce the cost of basic telephone service and offset initial connection charges and line extension costs associated with the initiation of service for those individuals.

Exchange

An exchange is a specified area established for the furnishing of communication service. It usually embraces a city, town, village or unincorporated community and environs thereto and may consist of one (1) or more central offices, or remote satellite units, together with the associated plant used in furnishing service within that area.

Exchange Service

(See Local Service.)

Extended Area Service

The local serving area which is beyond the local exchange. This service is available on a fixed monthly rate or on a measured basis.

Extension Service

An exchange service connected in addition to a primary station set on the same service or line. If the extension station is customer-provided, the extension service charge is waived.

Facilities

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

Farmer Line Service

Farmer line service is exchange service furnished to customers beyond the base rate area by means of lines and stations which are owned and maintained beyond a designated junction by organized associations of customers.

Flat Rate Service

Service furnished at a fixed monthly rate or charge.

**DEFINITIONS** (Continued)

Foreign Exchange

Any exchange other than in which the customer is located.

Foreign Exchange Service

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 (a grandfathered service).

Grade of Service

Refers to the number of parties serviced on a telephone line.

Individual Access Line Service

(See One-Party Service)

Information Services Call Blocking

A central office call blocking service that allows the Utility's residential and single line business customers to block directly dialed calls placed from their telephone to all 900 Information Access Services programs.

Installation Charge

(See Access Line Installation Charge)

Inside Wiring

(See Customer Premises Inside Wire, CPIW)

Instrumentalities

The telephone instruments, switching devices and associated equipment including drop wire located on a customer's premises. In the case of private branch exchanges, the instrumentalities include the switchboard.

Interexchange Carrier

Any individual or special group engaged for hire in interstate, intrastate, interLATA, or foreign communications with or without wires. Services are normally provided to end users.

Interexchange Receiving Service

A combination of exchange and toll service, whereby a business customer in one exchange may arrange to receive calls placed to a special number by customers from another exchange. The customer agrees to accept such calls on a prepaid station toll call basis. The special number may be published in the directory of the exchange where the call originates.

**DEFINITIONS** (Continued)

Primary Rate Interface (PRI): ISDN is a new offering supported by ISDN architecture. ISDN-PRI is a local exchange telecommunications service that provides an integrated voice/data communications capability for the transmission of circuit switched voice, circuit switched data and packet switched data on an incoming and outgoing basis.

Intrasystem Wiring

Including all cable, wiring and jacks located between the Key System or PBX cabinet and the individual telephone sets.

Joint User

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

Late Payment Charge

A charge applicable to overdue account balances of \$20.00 or more, not received by the Utility or at one of its authorized payment locations, at the time of preparing the subsequent month's bill.

Lifeline

(See Oregon Telephone Assistance Program)

Line Extension

A line extension is the outside plant required in addition to existing facilities to render telephone service, exclusive of drop wire.

Local Access and Transport Area (LATA)

A geographic area established for the provision and administration of communications service.

Local Exchange

The exchange in which the primary station is located.

Local Message

A communication between two parties, both of whom are customers to local service and are calling within the same exchange or local calling area.

Local Private Line

A line located wholly within an exchange, furnished for the customer's own use for communication or signaling between points on that line.

**DEFINITIONS** (Continued)

Local Service

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

Local Service Area

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

Long Distance Carrier

Company which operates facilities for transmission of telephonic communications between local distribution and switching systems. Some exchange companies are also long distance carriers for traffic which moves between points located within a single LATA.

Long Distance Network

The entire system of interexchange lines and intermediate switching points that carries long distance toll calls.

Measured Service

(See Message Rate Service.)

Message

A completed customer telephone call.

Message Rate Service

A service for which charges are based upon the number of originated messages placed by the customer to stations within the same local or message rate calling area.

Message Unit

A unit measurement of the outgoing message use in accordance with the provisions of the tariff.

Mileage Rates

The additional rates for exchange telephone service based upon distance measurement for service furnished off the premises of the primary station, or in connection with foreign exchange service.

Minimum Contract Period

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

**DEFINITIONS** (Continued)

Minimum Revenue Guarantee

A termination charge applicable when a customer terminates an agreement for service within a specified period of time after initial installation of the equipment. This charge is based on the monthly rate for service.

Multi-Line Business Service

Exchange service furnished by means of one or more individual key access lines, PBX trunks, or private line station lines and associated apparatus arranged for various combinations of cutoff, holding, intercommunicating, pickup, illumination, or push button signaling within the capacity of the equipment.

Network Control Signaling

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

N11 Services

Abbreviated three (3) digit dialing codes which allow the caller to connect to a location in the local telephone network that otherwise would be accessible only through a seven (7) or ten (10) digit telephone number. The local telephone network must be preprogrammed to translate the three (3) digit code into the appropriate seven (7) or ten (10) digit telephone number and route the call accordingly. N11 codes are three (3) digit codes of which the first digit can be any digit other than 0 or 1, and the last two (2) digits are both 1. The 0 and 1 are unavailable as the first digit because those numbers are used for switching and routing. N11 codes have been assigned by the FCC or designated by the telephone industry as follows:

<u>N11 Code</u>	<u>Purpose</u>
211	Allows access to community information and referral services. Assigned by the FCC.
311	Allows access to non-emergency police and government services. Assigned by the FCC.
411	Traditionally allows access to local directory assistance services of local telephone companies. Not formally assigned by the FCC.
511	Allows access to traveler information services. Assigned by the FCC.
611	Traditionally allows access to local telephone company repair and business offices. Not formally assigned by the FCC.
711	Allows access to Telecommunications Relay Services (TRS) for individuals with hearing or speech disabilities. Assigned by the FCC.
811	Federally mandated as the Nationwide Number for contractors and others to call before conducting excavation activities.
911	Federally mandated as the national Emergency Number and allows access to emergency services. Assigned by the FCC and ordered by the United States Congress.
011/111	Not available. "0" and "1" are used for switching and routing purposes.



**DEFINITIONS** (Continued)

Network Control Signaling Unit

The terminal equipment for the provision of network control signaling.

Network Interface

The points of common termination of company-provided and customer-provided facilities. Sometimes referred to as the standard network interface (SNI), or demarcation point.

Non-Contiguous Exchanges

Two (2) exchanges whose boundaries do not adjoin.

Non-List Service

Telephone Service that is not listed in a telephone directory but is listed in the directory assistance records at the specific request of the customer.

Non-Published Service

Telephone Service that is not listed in a telephone directory or directory assistance records at the specific request of the customer.

Off-Premises Stations and Extensions

Off-premises stations are primary appearances of private branch exchange station lines in premises other than that in which the switchboard or switching equipment is located.

Off-premises extensions are additional appearances of a private branch exchange station line, or an additional appearance of a one-party line main station, at a location outside the premises in which the primary station is housed.

One-Party Service

An access line serving only one customer.

Oregon Telephone Assistance Program (OTAP)

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

Pay Telephone Service

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

**DEFINITIONS** (Continued)

Permanent Disconnect

A service is permanently disconnected when the customer's service has been totally discontinued.

Premises

The term "premises" as used in this and other sections of this tariff, means the continuous or contiguous portions of a building, which are occupied by the customer. The term "continuous portions of the building" means space within a given building, which is occupied by the customer and connected by doors and hallways and not separated by space occupied by others or used by the general public. The term "contiguous portions of the building" means spaces, which, while not continuous, as defined above, have one or more common sides. As here used, the term "building" means a structure under one roof plus and contiguous wings of or additions to such structure to the extent that such structure and its wings or additions are generally recognized to be, and are operated as, parts of a single building. Covered passageways or tunnels between two (2) or more structures are not considered to make such structures a single premises or building.

Primary Location

The customer premises location of the primary service. The primary station set is located at the primary location.

Private Branch Exchange Service

(See Multi-line Business service.)

Private Line

A line consisting of dedicated communications channels connecting two or more locations.

Protection Services For High Voltage Environments (HVP)

Is required in high voltage environments where a single line ground (SLG) fault will produce a ground potential rise (GPR) greater than 1000 volts peak asymmetrical. The High Voltage Protection (HVP) isolates the telephone company's facilities from the power companies ground and the ensuing ground potential rise out to a point calculated to where the GPR will be less than 300 volts peak. This isolation is provided by way of isolation transformers or other electronic devices that provide an electrical gap between the phone company's signal path (cable) and the high voltage environment. Inclusive with this equipment is the conditioning of the telephone facilities to insure no cable sheath is grounded within the 300 volt GPR zone of influence (ZOI) and there remains continuity of the sheath from the HVP equipment out past the 300 volt ZOI. Additional equipment is required when non-interruptible service is required or when the calculated GPR is excessive.

Public Access Line

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

**DEFINITIONS** (Continued)

Public Utility Commission

The Public Utility Commission of the State of Oregon, sometimes referred to as the Commission.

Rate

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

Registered Dispute

An unresolved issue between a consumer and the Company that is under investigation by the Consumer Services Division, but is not the subject of a formal complaint.

Residence Service

A class of exchange (or local) service furnished to an individual at a residence or place of dwelling where the actual or obvious use of the service is primarily for social or domestic purposes.

Ringling Power

Electrical energy furnished to a private branch exchange system or other equipment for signaling stations connected thereto.

Route Mileage

A distance measured along the route of the circuit between any two (2) or more given points on that circuit.

Residential Service Protection Fund (RSPF) Surcharge

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

Service Charges

Charges for the establishment of initial or subsequent service. These charges are in addition to all other installation charges that are designated in the tariff with a specific item of service or equipment. Service Charges are comprised of one (1) or more of the following:

- a) Service Order Charge
- b) Central Office Connection Charge
- c) Reconnect Charge
- d) Access Line Work Charge
- e) Time and Materials for:
  - 1. Premises Visit
  - 2. Inside Wiring
  - 3. Station Handling

**DEFINITIONS** (Continued)

Service Station Service

(See Farmer Line Service.)

Service Termination Point

(See Working Service Point.)

Speculative Project

An undertaking of a speculative nature which, in the opinion of the Company, appears to involve risk of failure.

Standard Network Interface

The points of common termination of company provided facilities. Sometimes referred to as the network interface or demarcation point.

Start of Installation

An installation of service or a change applied for by an applicant or customer, is considered to have started when the Utility performs any work or incurs any expense in connection therewith, or in preparation therefore, which would not otherwise have been performed or incurred, provided:

- a) The applicant or customer has advised the Utility to proceed with the installation.
- b) The Utility has advised the applicant or customer that, in accordance with his order, it is commencing the installation, and
- c) The Utility has advised the applicant or customer of charges applicable in the event of a canceled order.

Station

A telephone or other terminal equipment connected to a utility telecommunications service at the customer's premises which enables the customer to establish the communications connection and to effect communications through such connections.

Supersedure

The transfer of an entire service, including the telephone number, from one customer to another with the express consent of the relinquishing customer and with the agreement of the new customer to assume the responsibility for all charges outstanding. This agreement requires continuous billing, with no change in type of service.

Tariff

The rates, definitions, charges, rules and regulations adopted and filed by the Company and approved by the Public Utility Commissioner of Oregon.

**DEFINITIONS** (Continued)

Telephone

A unit of equipment consisting of a transmitter, receiver and associated apparatus.

Telephone Service

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

Temporary Disconnect

Temporary suspension of service without complete termination of the service, made at the request of the customer or on the initiative of the Company, in which the facilities and telephone number are held available for resumption of service. Written notice of suspension of service is required if done at the initiative of the Company.

Temporary Service

Service to premises or enterprises, the temporary nature of which can be determined in advance from the known limited duration of the contemplated operations, such as counteraction or exploration projects with their related housing and miscellaneous camp service facilities, summer or winter resorts, amusement or sports concerns, fairs, exhibit structures or places, and other enterprises of like limited duration.

Service for a specified short term to premises or enterprises normally permanent in nature.

Service to projects of abnormal risk or of unpredictable duration, such as mine development, oil well drilling or lumbering operations.

Termination Charge

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

Tie Line

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

Toll Line

A toll line is a line between two (2) or more exchanges or toll stations over which service is furnished on a toll message rate basis.

Toll Message

A completed call between two (2) exchange stations located in different local service areas, between two (2) toll stations, or between a toll station and an exchange station.

**DEFINITIONS** (Continued)

Toll Rate

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

Toll Service

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

Toll Terminal Service

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

Tribal Link Up America

A national, consumer education and outreach program designed to promote universal service to low-income households and to get those who do not have service onto the telephone network.

Trunk Line

A telephone circuit between two (2) central offices or between a private branch exchange and a Company central office.

Types of Local Service

Refers to flat rate service, message rate service or coin telephone service.

Utility

(See "Company".)

## II. GENERAL REGULATIONS

<b>A. <u>Application of Regulations</u></b>	
1. The regulations set forth herein apply to intrastate services and facilities furnished within the State of Oregon by Ziplly Fiber of Oregon, LLC d/b/a Ziplly Fiber, hereinafter referred to as the Company.	(T)
2. The Company furnishes exchange, toll and private line service throughout the territory it serves, as shown by its filed rates, regulations and maps. The Company also furnishes toll service to the territory served by connecting companies subject to their rates and regulations.	
3. The rates to be charged by and paid to the Company for telephone service will be the rates legally in effect and on file with the Public Utility Commission of Oregon. Schedules of rates and General Regulations for exchange service in effect in a particular territory will be kept at all times at a location where they will be available for public inspection.	
4. The Company shall supply, upon request, a copy of the tariffs applicable to the type or types of service furnished to the customer.	
5. Notices shall be posted in a conspicuous place in each Company office where credit matters are transacted, setting forth the rights and responsibilities of customers under these regulations. The notices shall be printed in large boldface type and shall be written in language that is easy to understand.	
6. At the time of application for new service, or upon subsequent request, the Company shall assist the consumer in selecting the most advantageous rate to meet individual service requirements. The consumer shall be responsible for making the final selection of a rate schedule.	
7. At the time service is initiated and not less than once each year thereafter, the Company shall give its residential customers a written summary of their rights and responsibilities. The summary of rights and responsibilities will be included in the Company's telephone directory. If service is initiated without a personal visit between the Company and the customer, the Company shall deliver the summary to the customer no later than the time that the first bill statement is mailed. The summary shall include the text of a summary prepared by Consumer Services Division and describe:	
a. The option to designate a third party to receive bills and notices and the availability of notices in languages other than English;	
b. Applicable financial assistance programs such as Tribal Link Up;	
c. The availability of medical certificates;	
d. Special payment options and Late-payment penalty fees, if any, shall be explained;	
e. Procedures for conflict resolution, including how to register a dispute with the Company and with the Commission and the toll-free number of the Consumer Services Division; and,	
f. Listings of consumer intervener organizations, including address and telephone number, may be requested from Consumer Services Division; and	

## II. GENERAL REGULATIONS

g. The Commissions' telephone solicitation rules.	
8. When service is initiated, the Company will inquire whether the customer would like to receive notices in a language other than English and will inform the customer of the type of notices and translations currently available. If the language chosen is not available, the Company will tell the consumer that the translated version does not yet exist, but that the consumer's interest will be recorded for the Commission.	
<b>B. <u>Establishment and Furnishing of Services</u></b>	
1. <i>Application</i>	
a. A written application for telecommunications utility telephone service must be made where:	
(1) Service is requested by a person who has not previously been served by the Company;	
(2) Service has been involuntarily discontinued in accordance with these rules, and the person subsequently seeks to have service restored; or	
(3) Service has been voluntarily discontinued, and a request to restore service has not been made within twenty (20) days.	
(4) Joint user service or directory listings in connection with business service are requested and when an additional listing in connection with residence service is requested.	
b. The Company may accept an oral or written application from a customer for additions to or changes in his present service.	
c. An application is a request for telephone service. An application for service shall not be accepted until the applicant satisfies the credit criteria set forth in these regulations and pays a deposit, if deemed necessary. This requirement is in accordance with 2003 Fair and Accurate Credit Transaction Act Red Flag Rules.	
d. The Company may require an applicant to provide the following information when applying for service:	
(1) The name of person(s) responsible for payment on the account;	
(2) The name to be used to identify the account, if different than the actual name;	
(3) The birth date of person(s) responsible for payment on the account;	
(4) The social security number of person(s) responsible for payment on the account;	
(5) A current valid Oregon driver's license number of the person(s) responsible for payment on the account;	
(6) The service address;	



**II. GENERAL REGULATIONS** (Continued)

(7) The billing address, if different than the service address; and	
(8) Any available telephone numbers where the applicant can be reached night and day.	
e. In lieu of providing a valid social security number or current valid Oregon driver's license number under Section III. of this rule, an applicant may provide:	
(1) A valid state or federal identification containing name and photograph of the person(s) responsible for payment of the account;	
(2) A combination of:	
(a) An original or certified true copy of his or her birth certificate;	
(b) A current identification from school or employer containing a photograph; and	
(c) The name, address, and telephone number of a person who can verify the applicant's identity, such as a teacher, employer, or caseworker, or	
(d) Other information deemed sufficient by the utility to establish an applicant's identification.	
f. In the rare instance an applicant is unable to provide identification information on an existing account with the Company, or a new applicant cannot be identified through a third party verification process as outlined in VI.. Establishment of Credit, the applicant will be required to provide positive identification by submitting to the Company via mail or fax a notarized written application or bringing a non-notarized written application to a Company retail center location.	
g. If an applicant is denied service for failure to provide an acceptable form of identification, the applicant may pursue conflict resolution under the Commission's rules.	
h. Upon request, the Company shall protect the account from access by others through the use of a personalized password or other means acceptable to both the Company and the customer.	
i. The Company shall protect the identity of a customer at risk of domestic violence or other abuse. At its option, the Company shall provide the identity protection by allowing the customer to use a modified or alternative name for a directory listing or by providing, at no cost, a non-published listing in accordance with other applicable tariff provisions for the length of time the endangerment exists. A customer requesting a nonpublished listing under this section must provide:	
(1) A copy of a court order that restrains another person from contact with the customer by reason of risk of domestic violence, as defined by ORS 135.250, or unwanted sexual contact, as defined in ORS 163.305, abuse, as defined by the Elderly and Disabled Person Abuse Prevention Act, ORS 124.005, or stalking, as defined by ORS 163.730, and	
(2) An affidavit stating that the customer is financially unable to pay for the nonpublished listing.	

**II. GENERAL REGULATIONS** (Continued)

<p><b>2. Cancellation of Application</b></p> <p>An application for service canceled by the applicant or by the Company prior to the establishment of the service applied for is subject to the following conditions:</p> <p>a. If cancellation is requested by the applicant prior to the start of installation, no charge will be made the applicant except as may be specifically covered by written contract as provided for in the tariff sections;</p>	
<p>b. If cancellation is requested by the applicant subsequent to the start of installation, the Company will collect all charges actually incurred for the installation not to exceed the full tariffed installation cost, or such other amounts as may be specifically provided for by written contract previously made;</p>	
<p>c. If cancellation is requested by the applicant subsequent to the time facilities are connected to the applicant's premises but service has not been provided, such cancellation will be considered as an order to discontinue service and the minimum requirements of the rate schedule under which service is furnished will apply;</p>	
<p>d. If cancellation is requested by the Company prior to the establishment of service because the applicant refuses to comply with the requirements set forth in the Company's tariff sections, any amounts collected from the applicant will be refunded to him.</p>	
<p><b>3. Contracts</b></p> <p>Contracts will not be required as a condition precedent to service except:</p> <p>a. Where required by provisions contained in a filed rate schedule, in which case the term of the contract will be that specified in the schedule;</p>	
<p>b. Where temporary service is to be furnished, in which case the term of the contract will be of sufficient length to cover the period of contemplated operations, but not more than three (3) years.</p>	
<p>c. Where cancellation of service prior to installation would be a significant expense to the Company.</p>	
<p>d. Where the customer requires special facilities or special arrangements of facilities.</p>	
<p><b>4. Advance Payments</b></p> <p>a. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one (1) month's local service rate plus installation charges that may be applicable in addition to such special construction charges as are to be borne by the applicant.</p>	
<p>b. Federal, state or municipal governmental agencies may not be required to make advance payments.</p>	

**II. GENERAL REGULATIONS** (Continued)

<p>5. <i>Establishment of Credit</i></p>	
<p>a. Residential Service</p>	
<p>(1) An applicant or customer may demonstrate satisfactory credit for new or continuing service by showing any of the following, provided that a deposit is not required under Section III. of this rule:</p>	
<p>(a) Received twelve (12) months of continuous telecommunications utility service during the preceding twenty-four (24) months and the Company can verify, either by contacting the former utility or through an authorized letter provided by the applicant or customer, that the applicant or customer voluntarily terminated service and timely paid for all services rendered;</p>	
<p>(b) Proof of ability to pay by providing either:</p>	
<p>(i) Proof of employment during the entire twelve (12) months previous to the application of service for person(s) responsible for payment on the account and a work telephone number to enable the Company to verify employment; or</p>	
<p>(ii) A statement or other documentation from the income provider or an authorized representative, that the Company can verify, indicating that the applicant or customer receives a regular source of income.</p>	
<p>(c) Third party credit check processes that calculate an applicant's telecommunications risk score may be utilized to determine deposit requirements. The telecommunications risk score predicts an applicant's credit risk by applying a model that includes, consumer credit data, telecommunications industry data, and proven analytics.</p>	
<p>A hierarchy credit verification approach is applied to applicants. First, Company or affiliated company payment history; second, National Consumer Telecom and Utilities Exchange members payment history; third, third party model applied that includes financial institution information and telecommunications risk score.</p>	
<p>Applicants are informed when a credit check is performed.</p>	
<p>(2) An applicant or customer may be required to pay a deposit at the time of application for new or continued service when:</p>	
<p>(a) The applicant or customer is unable to establish credit as defined in this rule.</p>	
<p>(b) The applicant received the same type of utility service from it or any other Oregon telecommunications utility or telecommunications cooperative, as defined in ORS 759.005, within the preceding twenty-four (24) months and owed an account balance that was not paid in full when service was terminated. A customer who registered a dispute with the Oregon Public Utilities Commission within sixty (60) days after service was terminated and who paid all undisputed or adjudicate amounts is excluded, or:</p>	

**II. GENERAL REGULATIONS** (Continued)

<p>(c) The applicant or customer was previously terminated for theft of service by any Oregon telecommunications utility or telecommunications cooperative as defined in ORS 759.005, was found to have tampered with other telecommunications utility facilities, or was otherwise found to have diverted telecommunications utility service.</p>	
<p>(3) In lieu of paying a deposit, an applicant or customer may provide the Company a written surety agreement from a responsible party to secure payment in an amount equal to two months average usage. For purposes of this section, a responsible party is a customer with the Company who meets one of the qualifying conditions outlined in Section II. of this rule. The surety agreement obligation will automatically terminate should the responsible party no longer meet the conditions set forth herein. In the event a responsible party is subsequently found not to qualify, the applicant or customer will be required to either pay a deposit or obtain a written surety agreement from another responsible party. The surety obligation ceases when the customer establishes good credit.</p>	
<p>b. Business Service</p> <p>(1) Each Business applicant for telephone service will be required to establish credit, before service is furnished, by qualifying under any of the following provisions:</p> <p>(a) Business applicant is or has been a customer of the Company or any other telephone Company for a similar class of service and has paid all bills for service without having been temporarily or permanently discontinued for nonpayment thereof, for a period of twelve (12) consecutive months immediately prior to the date of the present application.</p>	
<p>(b) An applicant/customer furnishes a guarantor, satisfactory to the Company, to secure payment of customer bills of applicant/customer for telephone service requested in the application. The amount of the guarantee shall be limited to the amount of the deposit set forth in B.6. following. This guarantee shall continue in full force and effect for one year from the installation date of the service or until the applicant's credit is otherwise established to the satisfaction of the Company.</p>	
<p>(c) Applicant's own twenty percent (20%) or greater interest in the premises to be served.</p>	
<p>(d) Applicant makes a deposit as outlined in B.6. following.</p>	
<p>(2) A Business Customer's telephone service may be temporarily or permanently discontinued for failure to maintain acceptable credit. If acceptable credit is not maintained, the customer shall be required to make a deposit or to increase their deposit or otherwise establish credit as provided for in these regulations.</p>	
<p>(3) A Business Customer whose service has been discontinued temporarily or permanently shall be required to pay any unpaid balance due the Company for service furnished in accordance with applicable tariffs and must establish credit as provided for in these regulations and pay a Service Charge and deposit when applicable in order to have service restored.</p>	

**II. GENERAL REGULATIONS** (Continued)

<p>A Business applicant who has previously been a customer of the Company, and during the last twelve (12) months of the prior service has had service temporarily or permanently discontinued for nonpayment of bills will be required to pay any unpaid balance due the Company and will be required to re-establish credit by making a deposit in accordance with these regulations.</p>	
<p>A Business customer or applicant who has furnished fraudulent credit information must re-establish credit as set forth in these regulations.</p>	
<p>(4) Third party credit check processes that calculate an applicant's telecommunications risk score may be utilized to determine deposit requirements. The telecommunications risk score predicts an applicant's credit risk by applying a model that includes, consumer credit data, telecommunications industry data, and proven analytics.</p>	
<p>A hierarchy credit verification approach is applied to applicants. First, Company or affiliated company payment history; second, National Consumer Telecom and Utilities Exchange members payment history; third, third party model applied that includes financial institution information and telecommunications risk score.</p>	
<p>Applicants are informed when a credit check is performed.</p>	
<p><b>6. Deposits</b></p> <p>a. Deposit Requirements:</p> <p>(1) Deposits for telecommunications service shall be based upon two months average or estimated bills for usage of the Company's tariff and price-listed services. Each deposit shall be rounded to the nearest whole dollar. For telecommunications service, applicants eligible for Oregon Telephone Assistance Program (OTAP) funding and who voluntarily elect to receive toll-blocked service, no deposit may be charged. The Company shall make toll blocking available at no charge to all such applicants, as identified in Commission Rules 860-033-0330.</p>	
<p>(2) A new or additional deposit, may be required from a customer as a condition of continued service when:</p> <p>(a) The Company discovers that the customer gave false information to establish an account and/or credit status;</p>	
<p>(b) The Company discovers that the customer has stolen utility service, has tampered with the meter or other utility facilities, or was otherwise found to have diverted utility service, or</p>	
<p>(c) The service records for the customer indicate unbilled IntraLATA toll activity under the Company's tariff and price list is greater than the basis for the prior deposit.</p>	
<p>(3) Paying a deposit does not excuse a customer from complying with the other tariffs or other regulations on file with the Commission, including but not limited to the obligation to promptly pay bills.</p>	

**II. GENERAL REGULATIONS** (Continued)

<p>(4) Deposit requirements will be waived for Lifeline telephone service subscribers unless such subscriber has had a prior credit problem, or has an outstanding bill, with any local exchange carrier.</p>	
<p>b. Deposit Payment Arrangements – Residential Service:</p> <p>(1) Time payments for deposits and nonrecurring charges shall be limited to charges for residential service and IntraLATA toll. When a deposit and/or nonrecurring charges to establish or reestablish service are required from an applicant, the applicant shall pay the deposit in full or elect to pay the deposit in four installments. The first installment is due immediately; the remaining installments are due thirty (30), sixty (60) and ninety (90) days, respectively, after the date the payment agreement is executed. In communicating with an applicant to establish service or require a deposit, the Company will inform the applicant of the availability of Tribal Link Up and Oregon Telephone Assistance Program benefits and inform the person that details are available from the Commission.</p>	
<p>(2) Where an installation payment of a deposit is made together with a payment for utility service, the amount paid will first be applied toward payment of the amount due for deposit and/or nonrecurring charges.</p>	
<p>(3) In the event a customer is required to pay an additional deposit, the customer will pay one-fourth of the total deposit within five (5) days. The remainder of the deposit is due under the terms of Section <i>B.6.b.(1)</i> above. If the customer has an existing deposit installment agreement, the remaining installment payments will be adjusted to include the additional deposit; however, two (2) installment payments cannot be required within the same thirty (30) day period.</p>	
<p>(4) Where a consumer enters into an installment agreement for payment of a deposit and/or nonrecurring charges under Section <i>B.6.b.(1)</i> of this rule, the Company shall provide written notice explaining deposit requirements. The notice specifies the date each installment payment shall be due and include a statement printed in boldface type informing the person that service will be disconnected if payment is not received when due.</p>	
<p>(5) If a customer fails to abide by the terms of a deposit and/or nonrecurring installment agreement, the Utility may disconnect local exchange service after providing a five (5) day notice. The notice shall contain the information set forth in Section <i>D.5.c.</i> and will be served in the manner set forth in Section <i>D.5.d.</i> and <i>e.</i>. In lieu of permanent disconnection, the utility may curtail service pursuant to Section <i>D.5.g.</i>.</p>	
<p>(6) Should disconnection for nonpayment of a deposit and/or nonrecurring charges occur, the person disconnected shall be required to pay the full amount of the deposit and/or nonrecurring charges, and any applicable reconnection fee, late payment fee and past due amount before service is restored. A customer may continue with an existing medical certificate time-payment agreement by paying all past-due installments. Refer to Section <i>III.</i> - Emergency Medical Certificate for Residential Utility Service and Time Payment Agreements.</p>	

**II. GENERAL REGULATIONS** (Continued)

<p>(7) Where good cause exists, the Commission or the Utility may provide more liberal arrangements for payment of deposits than those set forth in this rule. The Utility keeps a written record of the reason for such action.</p>	
<p>c. Deposit Payment Arrangements – Nonresidential Service</p> <p>(1) Applicants or customers whose credit is, or may become, unsatisfactory, or who have furnished false credit information will be required to make a suitable deposit based on two (2) months average or estimated usage of service. Such a deposit may be requested at any time at the option of the Utility and shall be paid within five (5) days of the request for deposit. The Utility shall provide written notice to the customer that service will be disconnected if payment is not received when due.</p>	
<p>(2) The Utility may require an additional deposit where service records indicate unbilled intraLATA toll is greater than that upon which the prior deposit was based.</p>	
<p>d. Interest on Deposits</p> <p>(1) Each year, the Commission shall establish an annual interest rate that must be paid on customer deposits. The Commission will base the rate upon consideration of the effective interest rate for new issues of one (1) year Treasury Bills issued during the last week of October, the interest rate on the most recent issuance of one-year Treasury Bills, or the effective interest rate for the average yield of Treasury Bills of the closest term issued during the last week in October. This interest rate, rounded to the nearest one-half (1/2) of one percent (1%), shall apply to deposits held during January 1 through December 31 of the subsequent year. The Commission will advise all utilities by November 15 of each year what rate will be paid on customer deposits held during the following calendar year.</p>	
<p>(2) Upon payment of a deposit, the Company shall provide the customer documentation showing the date, name of the applicant or customer, the service address, the amount of deposit, a statement that the deposit will accrue interest at the rate prescribed by the Commission, and an explanation of the conditions under which the deposit will be refunded.</p>	
<p>(3) If the deposit is held beyond one year, accrued interest will be paid by a credit to the customer's account. If held less than one year, interest will be prorated.</p>	
<p>e. Refund of Deposits</p> <p>(1) A customer's deposit, plus accrued interest, shall be promptly refunded when service is terminated, provided that refunds due shall first be applied to any unpaid balance on the customer's account.</p>	
<p>(2) The Company may continue holding a deposit until such time as credit is satisfactorily established or re-established. For purposes of this rule, credit shall be considered to be established or re-established if one year after a deposit is made:</p> <p>(a) The account is current;</p>	

**II. GENERAL REGULATIONS** (Continued)

<p>(b) Not more than two (2) five-day disconnection notices were issued to the customer during the previous twelve (12) months; and</p>	
<p>(c) The customer was not disconnected for nonpayment during the previous twelve (12) months.</p>	
<p>(3) After satisfactory credit has been established or re-established, the deposit plus any accrued interest will be promptly refunded or credited to the customer's account. A customer is entitled to a refund upon request.</p>	
<p>(4) In the event the customer moves to a new address within the Company's service area, the deposit, plus accrued interest, will be transferred to the new account.</p>	
<p>(5) Unless otherwise specified by the customer, the Company will mail deposit refunds to the customer's last known address. Valid claims for payment of refunds will be promptly honored by the Company if received within one year of the date service is terminated. Funds held beyond one year will be disposed of in accordance with ORS 98.316.</p>	
<p><b>7. Special Information Required on Forms</b></p>	
<p>a. Each contract for telephone service will contain substantially the following provision:</p> <p style="padding-left: 40px;">"This contract shall at all times be subject to such changes or modifications by the Public Utility Commission of Oregon as said Commission may, from time to time, direct in the exercise of their jurisdiction."</p>	
<p>b. Each regular monthly bill for telephone service will contain on the face or back thereof the following statement:</p> <p>(1) "If this bill is not paid within fifteen (15) days from date of presentation, service may be discontinued, in which event restoration will not be made until the bill has been paid."</p>	
<p>(2) A late payment charge as defined in OAR 860-034-0120 will be applied to accounts not paid in full each month and leaving an unpaid balance of twenty dollars (\$20.00) or more, carried forward.</p>	
<p>c. Each annual bill for telephone service will contain on the face or back thereof the following statement:</p> <p>(1) "If this bill is not paid within thirty (30) days from date of presentation, service may be discontinued, in which event restoration will not be made until this bill has been paid."</p>	
<p>(2) A late payment charge as defined in OAR 860-034-0120 will be applied to accounts not paid in full each month and leaving an unpaid balance of twenty dollars (\$20.00) or more, carried forward.</p>	



**II. GENERAL REGULATIONS** (Continued)

<p>d. Each monthly and annual bill for telephone service will also contain on the face or back thereof the following statement:</p> <p>“Should you question this bill, please request an explanation from the Company. If you thereafter feel you have been billed incorrectly, a Company representative in the local business office will be happy to explain to you the procedure for obtaining review by the Public Utility Commission of the State of Oregon of the amount still in question.”</p>	
<p>e. Each receipt for cash deposit to establish or re-establish credit for service will contain the following statements:</p> <p>This deposit less the amount of any unpaid service bills, will be refunded, together with any interest due, in accordance with Rules and Regulations approved by the State Regulatory Commission. Copies of such rules and regulations are available upon request.</p>	
<p>f. All disconnect notices shall contain the following information:</p> <p>IMPORTANT NOTICE: Your telephone service will be shut off because of an unpaid balance on your account. You must act immediately to avoid shut-off. Important information about how you can avoid shut-off is printed in English in the enclosed notice. You must act now to avoid shut-off.</p>	
<p><b>8. Provision and Use of Equipment</b></p> <p>Customer Premises Equipment - Effective January 1, 1988, in accordance with the FCC's Third Report and Order in CC Docket No. 81-893, Customer premises equipment (CPE) will be the sole responsibility of the customer, except as otherwise permitted by the FCC.</p>	
<p><b>9. Customer Billing</b></p> <p>a. The customer is responsible for all charges which have been properly billed in conjunction with the services furnished, including collect toll messages which have been accepted at the customer's telephone number.</p>	
<p>b. Monthly recurring charges are billed in advance and toll charges are billed following service. Special billing arrangements may be established for services provided to governmental agencies.</p>	
<p>c. The period from the billing transmittal for all current charges, including payment of final bills, to the due date, shall not be less than fifteen (15) days. If the bill is delivered by US Mail, the due and payable period begins the day after the US Postal Service postmark or the day after the date of postage metering. Bills may be paid at any business office of the Company or at any agency authorized to receive such payments.</p>	
<p>d. Customers have the option of receiving their telephone bill electronically. The bill will include the bill face, (front and back), mandated messages and bill inserts, summary of current charges, section and service total information. It will also include call detail and adds and changes in detail options. See Section VI. of the Price List for rates and special conditions.</p>	

**II. GENERAL REGULATIONS** (Continued)

<p>e. For billing purposes, each month is presumed to have thirty (30) days.</p>	
<p>f. Billing Adjustment</p> <p>(1) When under or overbilling occurs, the Company shall provide written notice to the customer detailing the circumstances, period of time, and amount of adjustment. If it can be shown that the error was due to some cause, the date of which can be fixed, the over or undercharge shall be computed back to such date. If no date can be fixed, the Company shall refund the overcharge or rebill the undercharge for no more than six (6) months' usage. In no event shall an over or underbilling be for more than three (3) years' usage.</p>	
<p>(2) Where a customer is required to repay an underbilling, the customer shall be entitled to enter into a time payment agreement without regard to whether the customer already participates in such an agreement. If the customer and the Company cannot agree upon payment terms, the Commission shall establish terms and conditions to govern the repayment obligation. The Company shall provide written notice advising the customer of the opportunity to enter into a time payment agreement and of the Commission's complaint process.</p>	
<p>g. The Company shall offer the customers the option to designate a third party to receive bills and notices set forth in these regulations. When the Company receives such designation, it shall send bills and notices required under these rules to the representative, with duplicate copies of disconnect notices also served on the customer.</p>	
<p>h. Billing will reflect the Oregon Telephone Assistance Program (OTAP) credit effective with the date the company receives a valid application from the customer. The OTAP credit will be prorated on the basis of a thirty (30) day month from the effective date of the customer's application.</p>	
<p>i. The customer is responsible for all third-party calls billed to the customer's number except in those situations involving fraud. In this case, the Company will pursue prosecution of the offending party. In those situations where the customer feels there has been an improper billing, an appeal may be made to the Public Utility Commission.</p>	
<p>j. Effective with bills rendered on and after October 1, 1987, a monthly Service Assistance Program surcharge will be billed per access line. Recipients in either OTAP or the program for the deaf are exempt from this surcharge.</p>	
<p>k. Transfer Billings</p> <p>(1) If the Company identifies a balance a customer owes the Company from the customer's prior account for Oregon service, the Company may transfer the amount to the customer's current account after giving the customer notice of the transfer, the amount due under the prior account, the period of time during which the balance was incurred and the service address or telephone number under which the bill was incurred. The notice must also meet the provisions of Section D.5.c.(4) and (5). If the bill is identified at the time a customer changes residences, the provisions of this section apply.</p>	

**II. GENERAL REGULATIONS** (Continued)

<p>(2) If the customer has six (6) months or more remaining on a time-payment agreement, the installment amount will be adjusted in order to bring the account into balance within the time period specified in the original agreement. If the customer has less than six (6) months remaining on a time-payment agreement, the Utility will recalculate the agreement to bring the account into balance within twelve (12) months. The customer must pay any past due time-payment installments before the Utility adjusts or recalculates the agreement. The Utility may make more liberal payment arrangements for customers on medical certificates who cannot reasonably be expected to pay the outstanding balance in the time otherwise applicable under this section.</p>	
<p><b>10. Time Payment Arrangements</b></p> <p>a. A time payment agreement must contain, at a minimum, the following terms:</p> <p>(1) An initial customer down payment of ten dollars (\$10) or twenty-five percent (25%) of the balance owing for tariffed or price-listed services on file with the Commission, whichever is greater;</p>	
<p>(2) Full payment of the overdue balance within ninety (90) days of the date of the agreement; and</p>	
<p>(3) Customer agreement to keep subsequent bills current.</p>	
<p>b. The Utility must send a letter to the customer confirming the terms of the time payment agreement.</p>	
<p>c. Payments must be made on a monthly basis. The Utility cannot require more frequent payments unless agreed to by the customer. The customer cannot extend the time payment agreement beyond ninety (90) days without the consent of the Utility.</p>	
<p>d. The Utility may not accelerate payments under a time payment agreement when the customer changes residences. The customer must pay tariff charges associated with the change in residence.</p>	
<p>e. The Utility may terminate the customer's local exchange residential service pursuant to OAR 860-034-0260 if the customer refuses to enter into or fails to abide by the terms of the time payment agreement. The Utility must provide five (5) days' notice to the Commission's Consumer Services Section.</p>	
<p>f. Nothing in this rule prevents a Utility and a customer from entering into a time payment agreement for other charges.</p>	
<p><b>11. Payment with Bad Checks</b></p> <p>a. Any customer who issues a check to the Company which is drawn on an account that is closed or does not have sufficient funds to cover such check, shall be required to pay a service charge of five dollars (\$5.00) for each check returned to the Company.</p>	

**II. GENERAL REGULATIONS** (Continued)

<p>b. Should the Company, after having properly notified a customer of its intent to discontinue service for nonpayment of that customer's account, receive such check as payment of the delinquent account, it may discontinue service immediately as if no payment had been received. The Company may require payment of such account to be made in cash before service is restored.</p>	
<p><i>12. Minimum Contract Period</i></p> <p>a. Except as specified elsewhere in this tariff, the minimum contract period is one (1) month from the date service or additions to service are established. The minimum charge is the established rate for one (1) month.</p>	
<p>b. Where a contract for service with a one (1) month minimum period is canceled before establishment of the service is completed, a charge not to exceed the installation charge specified is applied if all or a portion of the facilities have been installed. No minimum or termination charge will apply in the event the service is terminated because of the condemnation, destruction, or damage to property by fire or other cause beyond the control of the customer.</p>	
<p>c. Special contractual arrangements for provision of service are developed as required.</p>	
<p><i>13. Disputed Bills</i></p> <p>a. In the event of dispute between the consumer and the Company regarding any bill, charge or service, the Company shall forthwith make such investigation as shall be required by the particular case, and report the result thereof to the consumer. The Company shall prepare a written record showing the name and address of the consumer involved, the date and character of the dispute, and the disposition of the matter. Records of disputes shall be kept for one (1) year, and shall not be destroyed until a summary for permanent record has been prepared showing the character of disputes, the number of each type encountered in each month, and the disposition thereof.</p>	
<p>b. A consumer shall be informed of the right to supervisory review of any dispute, including but not limited to, establishment of credit and termination of service. If a dispute is not resolved, the Company shall notify the consumer of the Commission's dispute resolution procedure and its toll-free telephone number.</p>	
<p>c. A consumer may request the Commission's assistance in resolving the dispute by contacting Commission's Consumer Services Division. The Commission shall notify the Company upon receipt of such a request.</p>	
<p>d. The Consumer Services Division shall assist the complainant and the Company in an effort to reach an informal resolution of the dispute.</p>	

**II. GENERAL REGULATIONS** (Continued)

<p>e. If a registered dispute cannot be resolved informally, the Consumer Services Division shall advise the complainant of the right to file a formal written complaint with the Commission. The complaint shall state the facts of the dispute and the relief requested. The Company shall answer the complaint within fifteen (15) days of service of the complaint. The matter shall then be set for expedited hearing. A hearing may be held on less than ten (10) days' notice where good cause is shown.</p>	
<p>f. Pending resolution of the dispute, the complainant's obligation to pay undisputed amounts continues.</p>	
<p>g. A customer who has a registered dispute or formal complaint pending with the Commission shall be entitled to continued or restored service provided:</p> <p>(1) Service was not terminated for theft of service or failure to establish credit;</p>	
<p>(2) A bona fide dispute exists in which the facts asserted by the customer entitle the customer to service;</p>	
<p>(3) Where termination is based on nonpayment, the customer makes adequate arrangements to avoid future loss to the Company, such as prepaying estimated monthly Company charges; and</p>	
<p>(4) The consumer diligently pursues conflict resolution under the Commission's rules.</p>	
<p>h. If the conditions in Section <i>B.12.g.</i> are not satisfied, the Company has no obligation to provided continued service. Upon discontinuing service because of a failure of conditions in Section <i>B.12.g.(3)</i> and <i>(4)</i>, the Company shall give the customer a five (5) day notice served in the same manner as provided for in Section <i>D.5.</i>, except that the notice need only describe the defect in performance, the date and time after which utility service will terminate, and the toll-free number of the Consumer Services Division. In deciding whether the conditions are met, the Company shall consult with the Consumer Services Division. A customer who has filed a formal complaint, the Company, or Consumer Services may ask the Commission for a hearing to decide if the conditions are met. Unless extraordinary circumstances exist, the hearing will be conducted by telephone conference within three business days from the date requested. Notice of hearing will be given to the customer, the Company, and Consumer Services Division at least twelve (12) hours before the date and time of the hearing. Notice is effective when given in person, by telephone, or in writing delivered to the last known address of the party. Mailed notice is effective two (2) days after deposit in the U.S. Mail, excluding Sundays and holidays.</p>	
<p><b>14. Abuse or Fraudulent Use of Service</b></p> <p>The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:</p> <p>a. The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or to obtain information without payment of the charge applicable for service.</p>	

**II. GENERAL REGULATIONS** (Continued)

<p>b. The obtaining or attempting to obtain, or assisting another to obtain or to attempt to obtain service by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;</p>	
<p>c. The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably expected to frighten, abuse, torment, or harass another;</p>	
<p>d. The use of profane or obscene language;</p>	
<p>e. The use of the service in such a manner as to interfere unreasonably with the use of the service by other customers;</p>	
<p>f. The use of a switching system to automatically connect an incoming call to an outgoing private line or foreign exchange line to permit the incoming caller to extend a call to a distant location over these facilities is considered to be switching of calls, a service normally performed by the Company. The act of providing a switching service for the purpose of circumventing Company charges is deemed to be abuse or fraudulent use of service as described herein. Also, providing a switching service for which a separate charge is made to any person or organization is deemed to be resale of service as described in these General Regulations.</p>	
<p><b>15. Late Payment Charge OAR 860-34-120</b></p>	
<p>a. A late payment charge as defined in OAR 860-034-0120 will be applied to accounts not paid in full each month and leaving an unpaid balance of twenty dollars (\$20.00) or more, carried forward.</p>	
<p>b. The late payment charge will be listed separately and included in the total amount due on the current bill.</p>	
<p>c. The rates of interest paid will be established annually by the Oregon Public Utility Commission, in accordance with Oregon Administrative Rule (OAR) 860-034-0120.</p>	
<p>d. In accordance with OAR 860-34-0120(2), the applicable monthly interest rate will be established annually by the Oregon Public Utility Commission.</p>	
<p><b>16. Termination or Re-origination of Calls Received Over a Data Service</b></p>	
<p>The use of the service to terminate or re-originate calls received over a data service onto the public switched network will be subject to business access line charges as well as feature group A usage charges located in the Company's State and Federal Access Tariffs.</p>	

**II. GENERAL REGULATIONS** (Continued)

<p><b>C. <u>Automatic Dialing and Announcement Devices</u></b></p> <p>An automatic dialing and announcement device (ADAD) dials telephone numbers it has been programmed to dial and plays a recorded message when a call is answered. The following conditions do not apply to ADADs programmed only to call a law enforcement agency or another number in an emergency.</p> <p><b>1. <i>Certification to Company</i></b></p> <p>a. Before any ADAD, other than one that will be used to deliver a message in response to an emergency, may be connected to the telephone network, the potential user must certify in writing to the Company that the ADAD(s) will have the capacity to comply with the requirements of these tariff provisions and that the user will use the ADAD(s) only in compliance with these provisions.</p>	
<p>b. The potential user must notify the Company in writing of the intended use of the ADAD(s). The notice shall list the calendar days and clock hours during which the ADAD(s) will be used and shall estimate the message attempts per hour and the average length of complete messages.</p>	
<p>c. The ADAD user (customer) must notify the Company in writing within thirty (30) days of any changes in the ADAD operation that results in either an increase or decrease in the number of message attempts per hour.</p>	
<p><b>2. <i>Connection</i></b></p> <p>The ADAD must be connected to a business line, except ADADs activated only in emergencies. See Section IV., Local Service Rates and Charges.</p>	
<p><b>3. <i>Non-Solicitation Calls</i></b></p> <p>If an ADAD is to be used only in cases which the called party has previously consented to receive calls or consent can be inferred from the relationship between the caller and the called party, such as a dentist reminding patients of appointments or a school informing parents of student absences, then only the above tariff provisions apply to that ADAD.</p>	
<p><b>4. <i>Conditions on All Other ADADs</i></b></p> <p>a. A human operator or a recorded message, within thirty (30) seconds of the called party answering the call, must identify the individual making the call and the entity for whom the call is being made, state the purpose and length of the call, give a telephone number at which a person can be consulted, describe in plain language the terms of any goods or services offered for sale, and inquire whether the called party is interested in listening to a recorded message.</p>	
<p>b. The ADA must immediately disconnect, releasing the called party's telephone line, if the called party gives a negative response to the inquiry. If this negative response is to be indicated by hanging up or silence, the instructions must say that an audible response of any kind will cause the recorded message to play.</p>	

**II. GENERAL REGULATIONS** (Continued)

<p>c. During the course of the solicitation, the operator or recorded message must state the total cost of the goods or services offered for sale and the number, timing, and amount of installment payments if installment payments are offered as an option.</p>	
<p>d. The ADAD may not be used to call unlisted, unpublished, emergency, or in WATS (800) numbers or to call more than one number held by a called party.</p>	
<p>e. The ADAD may not be used before 9 AM nor after 9 PM.</p>	
<p>f. The ADAD must disconnect and release the line when the called party is using an answering machine.</p>	
<p><b>5. Enforcement</b></p> <p>Service may be discontinued, at the direction of the Commission, to anyone violating these provisions after the Company has notified the offending party and the Commission. The Company will notify the offending party of its right to a hearing before the Commission. Other appropriate regulatory and enforcement authorities will be notified as warranted.</p>	
<p><b>D. Termination of Service</b></p>	
<p><b>1. Termination of Service by the Company</b></p> <p>Service may be disconnected:</p> <p>a. For failure to establish credit by:</p> <p>(1) Failing to pay a deposit or make payments in accordance with the terms of a deposit payment arrangement; or</p>	
<p>(2) Providing false identification or verification of identity;</p>	
<p>b. Where facilities provided are unsafe or do not comply with state and municipal codes governing service or the rules and regulations of the Company; or</p>	
<p>c. Where a customer requests the Company to disconnect service or close an account; or</p>	
<p>d. For failure to abide by the terms of a time-payment agreement; or</p>	
<p>e. Where the Commission approves the disconnection of service; or</p>	
<p>f. Where dangerous or emergency conditions exist at the service premises; or</p>	
<p>g. Upon the continuance of any unpaid amount due for a period of ten (10) days following temporary suspension; or</p>	
<p>h. Upon the continuance of any unauthorized attachment or improper connection of customer-provided facilities with facilities provided by the Company; or</p>	



**II. GENERAL REGULATIONS** (Continued)

<p>i. Upon the use of a service in such a manner that, in the opinion of the Company, constitutes abuse or fraud or may tend to injuriously affect the efficiency of the Company's plant, property, personnel or service; or</p>	
<p>j. For failure to pay Oregon tariff or price list charges due for service rendered.</p>	
<p><b>2. Voluntary Discontinuance of Service</b></p>	
<p>a. A customer may have his telephone service discontinued by giving notice of his desire not less than five (5) days before its effective date. The Company will hold the customer responsible for payment of all bills for service furnished until the date specified by the customer or the date the Company discovered the removal.</p>	
<p>b. Contracts for service may be terminated prior to the expiration of the contract period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished plus any termination charge which may be applicable.</p>	
<p>c. Where a contract for service with a one (1) month minimum period is canceled before establishment of the service is completed, a charge not to exceed the installation charge specified is applied if all or a portion of the facilities have been installed.</p>	
<p>d. No minimum or termination charge will apply in a supersedure where a new customer takes over the service of the former customer, provided the service is to be furnished at the same location without interruption and that the new customer assumes all unpaid charges on the original contract. Minimum and termination charges will apply for any service furnished under the original contract which is not retained by the new customer.</p>	
<p>e. Non minimum or termination charge will apply in the event the service is terminated because of the condemnation, destruction, or damage to property by fire or other cause beyond the control of the customer.</p>	
<p><b>3. Temporary Suspension of Service</b></p>	
<p>a. The Company may temporarily suspend service in the event the customer fails to pay any amount due or violates its rules and regulations. Such suspension shall not be made without first having diligently tried to induce the customer to comply with the rules and regulations of the Company or to pay amounts due and the customer is given at least five (5) days written notice by the Company. The written notice shall state that permanent disconnection will follow within ten (10) days unless full payment of any overdue amount or any other obligations are made and will be delivered in person or by first class mail to the last known address of the customer or the customer's designated representative. Written notice of disconnection shall inform customers of their rights to appeal to the Commission. Service discontinuance shall not take place on a day before a holiday or weekend, or on a weekend or holiday without the prior consent of the Commission. However, where fraudulent use of service is detected, or where a dangerous condition is found to exist on the customer's premises, the service may be disconnected without advance notice.</p>	

**II. GENERAL REGULATIONS** (Continued)

<p>b. Service temporarily disconnected for nonpayment will be charged for in accordance with the regular rates for a period not to exceed ten (10) days subsequent to the date of temporary disconnection or suspension.</p>	
<p>c. Whenever service is shut off because of fraudulent use, the Company may require a satisfactory payment for service rendered before restoring service, in addition to a reasonable charge for restoring service.</p>	
<p>d. The Company will permanently disconnect a customer ten (10) days after temporary disconnection for nonpayment. Normal service charges apply to reconnect a permanently disconnected customer.</p>	
<p>e. Where service has been disconnected pursuant to Section <i>D.1.</i>, the Company will charge the normal service charges.</p>	
<p>f. Lifeline customers cannot be disconnected for non-payment of Toll charges. If a Lifeline customer makes a partial payment, the dollars must first be applied to Local Service charges, then applied to Toll Service charges.</p>	
<p><b>4. <i>Restrictions on Residential Service Termination</i></b></p>	
<p>a. Emergency Medical Certificate for Residential Service</p>	
<p>(1) The Utility will not disconnect residential service if the customer submits certification from a qualified medical professional stating that disconnection would significantly endanger the physical health of the customer or a member of the customer's household. "Qualified Medical Professional" means a licensed physician, nurse-practitioner, or physician's assistant authorized to diagnose and treat the medical condition described without direct supervision by a physician.</p>	
<p>(2) An oral certification must be confirmed in writing within fourteen (14) days by the qualified medical professional prescribing medical care. Written certifications must include:</p>	
<p>(a) The name of the person to whom the certificate applies and relationship to the customer;</p>	
<p>(b) A complete description of the health condition;</p>	
<p>(c) An explanation of how the person's physical health will be significantly endangered by the termination of service;</p>	
<p>(d) A statement indicating how long the health condition is expected to last;</p>	
<p>(e) A statement specifying the particular type of utility service required (for example, access to medical facility for telemonitoring); and</p>	
<p>(f) The signature of the qualified medical professional prescribing medical care.</p>	

**II. GENERAL REGULATIONS** (Continued)

<p>(3) If an emergency medical certificate is not submitted in compliance with section <i>D.4.a.(2)</i> above, the Utility may disconnect local exchange service after providing a five (5) day notice to the customer. The notice will contain the information set forth in Section <i>D.5.c.</i> and served in the manner set forth in Section <i>D.5.d.</i> and <i>e.</i>.</p>	
<p>(4) An emergency medical certificate will be valid only for the length of time the health endangerment is certified to exist, but no longer than six (6) months without renewal.</p>	
<p>(5) A customer submitting an emergency medical certificate is not excused from paying for service. Customers are required to enter into a written time-payment agreement with the Utility within ten (10) days after submitting the certificate.</p>	
<p>(6) The Utility may verify the accuracy of a medical certificate. If the Utility believes a customer does not qualify, or no longer qualifies for a medical certificate, the Utility may apply to the Commission for permission to terminate the service of the customer.</p>	
<p>(7) After notice to the Commission, the Utility may terminate local exchange residential service where the Utility does not have technical ability to terminate toll telecommunications service without also terminating local exchange service.</p>	
<p>b. Weekends and Holidays</p> <p>Residential service shall not be terminated on, or the day prior to, a weekend or a State or Utility recognized holiday.</p>	
<p>c. Other Classes of Service</p> <p>The Utility shall not deny or disconnect residential service due to failure to pay for nonresidential service, or to meet obligations in connection with nonresidential service.</p>	
<p>d. The Utility shall not temporarily suspend or permanently discontinue telephone service for failure of the customer to pay charges for telephone directory advertising.</p>	
<p>e. Termination of</p> <p>(1) "At significant risk" means:</p> <p>(a) At risk of domestic violence, as defined in ORS 135.230;</p> <p>(b) At risk of unwanted sexual contact, as defined in ORS 163.305;</p> <p>(c) A person with disabilities, as defined in ORS 124.005, who is at risk of abuse, as defined in ORS 124.005(1)(a), (1)(d), or (1)(e);</p> <p>(d) An elderly person, as defined in ORS 124.005, who is at risk of abuse, as defined in ORS 124.005(1)(a), (1)(d), or (1)(e); or</p> <p>(e) A victim of stalking, as described in ORS 163.732.</p>	

**II. GENERAL REGULATIONS** (Continued)

<p>(2) To establish that termination of local exchange residential service would significantly endanger the customer, or a person in the household of the customer, the customer must give the Utility:</p> <p>(a) A copy of an order issued under ORS 30.866, 107.700 to 107.732, 124.005 to 124.040, or 163.738 that restrains another person from contact with the customer, or a person in the household of the customer, at significant risk; or</p>	
<p>(b) A copy of any other court order that restrains another person from contact with the customer, or a person in the household of the customer, due to a significant risk; and</p>	
<p>(c) An affidavit signed by the customer stating that termination would place the customer, or a person in the household of the customer, at significant risk. The affidavit must include the name of the person to whom the court order applies, the relationship of the person to the customer, and the expiration date of the order.</p>	
<p>(3) The Utility must establish and maintain procedures for receiving affidavits and orders from customers.</p>	
<p>(4) A customer submitting an affidavit under section (2) of this rule:</p> <p>(a) Remains responsible for payment of telecommunication services provided by the Utility; and</p>	
<p>(b) Must enter into a time payment agreement with the Utility pursuant to OAR 860-034-0276 if the customer has an overdue balance. This time payment agreement must be made within ten (10) days after submission of the affidavit.</p>	
<p>(5) If a customer who has submitted an affidavit and order fails to enter into or abide by the terms of a time payment agreement pursuant to OAR 860-034-0276, the Utility may disconnect local exchange service after complying with all provisions of OAR 860-034-0260. Five (5) days' notice of disconnection must also be provided to the Commission's Consumer Services Section.</p>	
<p><b>5. Disconnection Procedures</b></p> <p>a. Involuntarily termination of Utility services are under the provisions of this section.</p>	
<p>b. The Utility will give at least five (5) days written notice to customers before termination of service for non-payment of bills or for violation of its rules or regulations.</p>	
<p>c. The notice will be printed in bold face type and state in easy to understand language:</p> <p>(1) The reason for the proposed disconnection;</p>	
<p>(2) The earliest date for disconnection;</p>	
<p>(3) The amount to be paid to avoid disconnection; and</p>	

**II. GENERAL REGULATIONS** (Continued)

<p>(4) An explanation of the Commission's complaint process and the Commission's toll-free number.</p>	
<p>(5) An explanation of the availability of an emergency medical certificate for local exchange residential service customers under <i>D.4.</i> above.</p>	
<p>d. The notice will not be sent prior to the due date for payment for the services billed.</p>	
<p>e. The Company may serve the notice of disconnection in person or send it by first class mail to the last known addresses of the customer and the customer's designated representative. Service is complete on the date of mailing or personal delivery.</p>	
<p>f. If a premise visit is required to complete disconnection, the Company will make a good faith effort to personally contact the customer or a resident at the service address to be disconnected. If the attempt to make personal contact fails, the Company will leave a notice in a conspicuous place at the premise informing the customer that service has been disconnected.</p>	
<p>g. In lieu of permanent disconnection, the Company may temporarily curtail service by preventing the transmission of incoming telephone messages and/or outgoing toll messages while continuing to allow the customer to make outgoing local messages. Temporary curtailment of service, as defined in this section, shall be permitted only upon a five (5) day written notice as set forth in <i>D.5.c.</i> above. The notice shall state that permanent disconnection will follow within ten (10) days unless full payment of any overdue amount or any other obligation is made.</p>	
<p>h. Except for service provided by the Company to its customers served by an office incapable of restricting toll service, the Company shall not disconnect or deny local exchange telephone service for the failure by an applicant or customer to pay for services not under the Company's tariff or price list. The Company may limit access to toll and special services using the "9xx" prefix for the failure to pay for such services.</p>	
<p><b>6. Refusal of Service</b></p>	
<p>a. The Company may refuse to provide service to a person until it receives full payment of any overdue amount and any other obligation related to a prior account.</p>	
<p>b. The Company may refuse to provide service until payment is received when the following circumstances exist:</p> <p>(1) An overdue balance has been incurred by a person at a service address;</p>	
<p>(2) An applicant for service resided at the service address described in Section <i>D.6.b.(1)</i> of this rule during the time the overdue balance was incurred; and</p>	
<p>(3) The person described in Section <i>D.6.b.(1)</i> of this rule will reside at the location to be served under the new application.</p>	
<p>c. The Company will refuse to provide service if a customer or applicant has not complied with state and municipal codes and regulations governing service and with the rules and regulations of the Company.</p>	

**II. GENERAL REGULATIONS** (Continued)

<p>d. The Company will not accept an application for service or materially change service to a customer, if, in the best judgment of the Company, it does not have adequate facilities to render the service applied for, or if the desired service is of a character that is likely to unfavorably affect service to other customers.</p>	
<p>e. The Company will refuse to serve a customer or applicant, if, in the best judgment of the Company, the facilities of the customer or applicant are of such a character that safe and satisfactory service cannot be given.</p>	
<p>f. In the event service is refused, the Company will notify the customer or applicant of the reasons for refusal and the Commission's complaint process.</p>	
<p><b>7. <i>Emergency Disconnection</i></b></p> <p>In an emergency endangering life or property, the Company may terminate service without following the normal procedures set forth in this tariff. However, the Company shall immediately thereafter attempt to notify the customer. In such cases, where the necessity for emergency termination was through no fault of the customer, there will be no charge made for restoration of service.</p>	
<p>8. Where the Company has the right to temporarily suspend or permanently discontinue telephone service as provided in these regulations, it may do either at its option.</p>	
<p><b>E. <u>Resale of Service</u></b></p> <p>The resale of any service provided by the Company is permitted except as provided elsewhere in this tariff or as specifically authorized by the Company.</p>	
<p><b>F. <u>Telephone Numbers</u></b></p> <p>1. The customer has no property right to the telephone number nor any right to continuance of service through any particular central office of an exchange. Should the customer want to be served from a particular central office, he will be required to pay mileage rate between the central offices within the exchange.</p>	
<p>2. The Company reserves the right to change the customer's telephone number or the central office associated with such number, or both, as may be required for the proper conduct of its business.</p>	
<p><b>G. <u>Directories</u></b></p> <p>1. The Company will furnish to its customers, without charge, such directories as are necessary for the efficient use of the service. Copies of other directories may be provided at a nominal charge.</p>	
<p>2. The Company is not liable for damages arising from errors in or omissions of directory listings for which there is no charge, or listings obtained from the "Directory Assistance." In the case of listings for which a charge is made, the Utility's liability shall be limited to the monthly rate for each such listing for the charge period during which the error or omission continues.</p>	

**II. GENERAL REGULATIONS** (Continued)

<p>3. The customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold the Company harmless of and from any claims, loss, damage, or liability which may result from the use of such listing. The Company does not undertake to determine the legal, contractual, or other right to the use of a name to be listed in a telephone directory of the Company.</p>	
<p><b>H. <u>Obligation of Company</u></b></p>	
<p><b>1. <i>Furnishing of Service</i></b></p>	
<p>a. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits.</p>	
<p>b. Where facilities beyond those normally required are provided to satisfy customer request, charges based on the additional costs incurred will apply.</p>	
<p>c. When a customer orders installations or changes which cannot be completed during scheduled working hours, he may be required to pay overtime charges. Such overtime charges will be the difference between straight time and overtime, and will be in addition to the normal Service Charge, installation or change charge. The customer must agree to this provision before such overtime work will be performed.</p>	
<p>d. When the construction of certain facilities is necessary for the furnishing of a service, the ownership of such facilities will be vested in the Company, even though all or part of the cost of construction is borne by the customer.</p>	
<p>e. The Company will determine the type of facilities to be provided for the furnishing of a service.</p>	
<p>f. The Company will be reimbursed for the costs associated with customer request for relocation or rearrangement of facilities.</p>	
<p><b>2. <i>Maintenance and Repair</i></b></p>	
<p>a. All costs associated with the maintenance and repair of services furnished by the Company will be borne by the Company except as specified elsewhere in this tariff.</p>	
<p>b. If buried or underground service connection facilities located on the customers property require repair or replacement, the customer will be responsible for the excavation and backfill of trenches to allow the company access to existing facilities and/or to install replacement facilities. If the company performs the excavation and backfill, the customer will be charged the actual cost of such work. The customer is also responsible for providing any conduit, if applicable in accordance with the Company's specifications.</p>	
<p>c. The Company will be reimbursed for any loss or damage to its facilities on the customer's premises resulting from carelessness or neglect or any other cause except from accidents beyond the control of the customer.</p>	

**II. GENERAL REGULATIONS** (Continued)

<p>d. Access to customer's premises, at any reasonable hour, will be given to representatives of the Company for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.</p>	
<p>e. No Utility employee shall enter the residence of a customer without proper authorization except in an emergency endangering life or property.</p>	
<p><b>3. Interruptions of Service</b></p>	
<p>a. The Utility shall keep a record of any interruption of service affecting its whole system, or a major section thereof, including a statement of the time, duration and the cause of interruption.</p>	
<p>b. The Utility shall make all reasonable efforts to prevent interruptions of service and when such interruptions occur, shall endeavor to re-establish service with the shortest possible delay consistent with the safety of its consumers and the general public.</p>	
<p>c. The Utility shall make all reasonable effort to notify every customer affected in advance of any scheduled work that will interrupt service, but such notice shall not be required in case of interruption due to emergency repairs or for repairs or maintenance work that results in an interruption of less than five (5) minutes. In determining reasonable notice, the Utility shall consider the length of the planned interruption, the type and number of customers affected, the potential impact of the interruption on customers, and other surrounding circumstances. Notice may be given in writing, either via US mail or a door hanger on the affected premises, or by contact with the customer or an adult at the residence by personal visit or by telephone.</p>	
<p><b>4. Allowance for Interruptions</b></p>	
<p>a. In the event of an interruption to the service, which is not due to the negligence of the customer or by authorized customer provided equipment, an allowance will be made if the interruption continues for more than twenty-four (24) hours from the time it is reported to or detected by the Company.</p>	
<p>b. The allowance will be the prorated portion of the monthly rate or monthly guarantee for the service or the portion of the service made inoperative. In no case will the credit allowance for any period exceed the total fixed monthly rate for exchange service for that period.</p>	
<p><b>5. Liability</b></p>	
<p>a. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission occurring in the course of furnishing any service, whether of recurring or nonrecurring nature, and not caused by the negligence of the customer shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, or error or defect in transmission occurs.</p>	
<p>b. When the facilities of other companies are used in establishing connections to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies.</p>	



**II. GENERAL REGULATIONS** (Continued)

<p>c. The Company is not liable for any unavoidable damage to the customer's premises, resulting from the attachment of its facilities on such premises, or from the installation or removal thereof.</p>	
<p>d. The Company will make no refund of overpayments by a customer unless the claim for such overpayment together with proper evidence is submitted to the company by the customer.</p>	
<p><b>6. Use of Service</b></p> <p>Unless specifically identified as such, two- and four-wire circuits provided in this tariff are not intended to support high speed data applications.</p>	
<p><b>I. <u>Obligation of Customer</u></b></p> <p><b>1. <i>Inside Wiring</i></b></p> <p><b>a. Ownership</b></p> <p>The ownership of all inside wiring installed on or after October 1, 1981 has been transferred to the customer.</p>	
<p><b>b. Maintenance</b></p> <p>(1) The customer is responsible for the maintenance of all inside wiring regardless of ownership.</p>	
<p>(2) All inside wiring will be maintained in compliance with the standards set forth by the Company.</p>	
<p>(3) The customer shall promptly disconnect, repair or replace any CPIW which is causing harm to or interference with the telecommunications network upon receiving notice from the company that such wire is causing harm or interference.</p>	
<p><b>c. Liability</b></p> <p>(1) Neither the Company, its affiliates nor subsidiaries, its directors, officers, agents nor employees are liable or otherwise responsible for loss of services, or any injuries to or death of any person, or any damage to property which results from or during testing, maintenance or repair of inside wiring performed.</p>	
<p>(2) By undertaking any repair or maintenance of inside wiring or causing such repairs or maintenance to be undertaken the customer assumes all risks and agrees to save harmless and indemnify the Company, its affiliates or subsidiaries, its directors, officers, agents and employees, against all liability for loss of service, or injury to or death of persons including the customer, or injury to property, including property of the customer resulting from such ordinary testing, repair, or maintenance.</p>	

**II. GENERAL REGULATIONS** (Continued)

<p><i>2. Terminal Equipment</i></p> <p>Effective January 1, 1988, in accordance with the FCC's Third Report and Order in CC Docket No. 81-893, Customer premises equipment (CPE) will be the sole responsibility of the customer, except as otherwise permitted by the FCC.</p>	
<p><b>J. <u>Customer Provided Inside Wire</u></b></p> <p><i>1. Special Conditions</i></p> <p>a. CPIW is furnished by the customer or his agent where residence or business exchange access line service is to be provided.</p>	
<p>b. CPIW provided by the customer must be installed in accordance with the technical standards furnished by the Company. Failure to adhere to these standards will permit the Company to refuse to connect its exchange access line.</p>	
<p>c. CPIW provided by the customer must be connected to residence or business exchange access line service furnished by the Company at a Utility-provided standard network interface. The standard network interface provides the point of connection between the CPIW and the telecommunications network.</p>	
<p>d. The Company standard network interface is provided as part of the Exchange Access Line rate element for basic exchange service, and is provided and maintained by the Company.</p>	
<p>e. The Company will not pay the customer nor provide a credit to the customer providing CPIW.</p>	
<p>f. Maintenance of CPIW is the sole responsibility of the customer.</p>	
<p><i>2. Responsibility of the Company</i></p> <p>a. The Company shall not be responsible for the installation, testing, operation, maintenance or repair of any customer provided inside wiring.</p>	
<p>b. No allowance for interruption of service will be made if the service interruption is caused by malfunction or failure of customer provided inside wiring.</p>	
<p>c. The Company shall not be responsible to the customer or any person if changes in the criteria contained in this tariff, or in any of the facilities, operations, or procedures of the Company require modifications or alteration of customer provided inside wiring.</p>	
<p><i>3. Responsibility of the Customer</i></p> <p>a. The customer is responsible for all installation, testing, maintenance and repair of CPIW.</p>	
<p>b. If the Company makes a repair visit due to service difficulty or trouble resulting from CPIW, the customer will be charged the Service Charge set forth in Section III..</p>	

**II. GENERAL REGULATIONS** (Continued)

<p>c. The customer shall promptly disconnect, repair, or replace any CPIW which is causing harm to or interference with the telecommunications network upon notice from the Company that such wire is causing such harm or interference.</p>	
<p>4. <i>Liability</i></p> <p>a. Neither the Company, its affiliates nor subsidiaries, its directors, officers, agents, nor employees are liable or otherwise responsible for loss of service including transmission mistakes, omissions, interruptions, delays, errors or defects or any injuries to or death of any person, or any damage to property which results from or during the installation, maintenance, repair or testing of customer provided inside wire.</p>	
<p>b. By undertaking any installation, maintenance, repair or testing of customer provided inside wire, or causing such installation, maintenance repair or testing to be undertaken, the customer assumes all risks, and agrees to save harmless and indemnify the Company, its affiliates or subsidiaries, its directors, officers, agents, and employees against all liability for loss of service including transmission mistakes, omissions, interruptions, delays, errors or defects or injury to or death of persons, including the customer, or injury to property, including property of the customer resulting from or during such installation, maintenance, repair or testing.</p>	

### III. LOCAL SERVICE

<p><b>A. <u>Local Service Rates and Charges</u></b></p>																
<p>1. <i>Territory</i></p> <p>All exchanges as defined in tariffed exchange area maps.</p>																
<p>2. <i>General</i></p> <p>Local service rates are billed monthly unless specifically stated otherwise.</p>																
<p>3. <i>Rates and Charges – Residence Service (Basic Access Line Rates)</i></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;"></th> <th style="text-align: center; width: 20%;"><u>Residence Monthly Rate</u></th> <th style="width: 10%;"></th> </tr> </thead> <tbody> <tr> <td>Multi-Line</td> <td style="text-align: center;">\$19.75</td> <td style="text-align: center;">(1)</td> </tr> <tr> <td>One-Party</td> <td style="text-align: center;">19.75</td> <td style="text-align: center;">(1)</td> </tr> <tr> <td>Farmer Line</td> <td style="text-align: center;"><sup>1</sup></td> <td></td> </tr> <tr> <td>Centrex Line</td> <td style="text-align: center;">---</td> <td></td> </tr> </tbody> </table> <p>The above rates do not include the Oregon Telephone Assistance Program (OTAP) credit. The customer qualifying for the OTAP credit will receive a reduction from the above rates for the single line, which serves the customer's principal residence. (See Section III.). The above rates also do not include the Residential Service Protection Fund (RSPF) surcharge. The above rates also do not include the EAS Increments (See Section III.).</p>		<u>Residence Monthly Rate</u>		Multi-Line	\$19.75	(1)	One-Party	19.75	(1)	Farmer Line	<sup>1</sup>		Centrex Line	---		
	<u>Residence Monthly Rate</u>															
Multi-Line	\$19.75	(1)														
One-Party	19.75	(1)														
Farmer Line	<sup>1</sup>															
Centrex Line	---															
<p>4. <i>Conditions</i></p> <p>a. Local Service Rates</p> <p>(1) Local service is provided through facilities owned and maintained according to the standards of the Company. The territory served is shown on maps filed with the Commissioner by the Company. This territory is referred to as an exchange. Service between exchanges is provided at toll rates as filed in Section II. of the Price List except for those exchanges, which are provided with extended area service (EAS) as filed in Section III of this tariff. For purposes of the administration of toll rates, each exchange is a toll rate point whether that exchange is served by a central office or by a remote satellite unit.</p>																
<p>(2) The application of residence rates is determined by the actual or obvious use made of the service by the customer.</p>																

<sup>1</sup> Farmer line service will no longer be offered to new customers after May 1, 1981. (See Section V.)

**III. LOCAL SERVICE** (Continued)

(3) Residence rates apply to private residences or residential apartments of hotels and apartment buildings or patient's rooms of hospitals and convalescent homes and otherwise where all associated instruments are located in a part of a domestic establishment and where the use of the service is domestic in nature.	
(4) If it is found that a customer is primarily or substantially using residence service for business purposes, the Company will thereafter require the customer to take business service, except in cases where the customer thereafter uses the service for residence and domestic purposes only.	
(5) Residence service will not be installed on premises of a public character in a location where the telephone would be accessible for use by patrons of the customer or by the public in general.	
(6) Local service rates provide the ability to call without additional charge all other local service telephones located within the same exchange or local service calling area. (See Extended Area Service, Section III.).	
b. Waiver of Service Charges  (Reserved for Future Promotions).	
<b>B. <u>Service Charges</u></b>  1. <i>Territory</i>  All exchanges as defined in tariffed exchange area maps.	

### III. LOCAL SERVICE

<i>2. Rates and Charges</i>	
	<u>Residence</u>
Service Order Charge – Initial	\$5.00
Service Order Charge – Subsequent	10.00
Central Office Connection Charge	12.00
Reconnect Charge	20.00
Access Line Work Charge	5.00
Tribal Link Up	<sup>2</sup>
Supersedure	15.00
Time and Material Charges:	
For premises visit	
Minimum Time Charge:	
First fifteen (15) minutes or fraction thereof of billable time	
During Regular Business Hours	25.00
Overtime Hours	37.50
Additional Time Charge:	
Each additional fifteen (15) minutes or fraction thereof of billable time required to complete the work over the initial minute period	
During Regular Business Hours	9.00
Overtime Hours	13.50

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<sup>2</sup> See Tribal Link Up in Section III.

### III. LOCAL SERVICE

<p>3. <i>Conditions</i></p> <p>a. General</p> <p>These charges are intended to cover the expense incurred by the Company in conjunction with the following:</p> <ul style="list-style-type: none"> <li>- establishment of service;</li> <li>- change in location of a service to other premises;</li> <li>- transfer of service from one customer to another;</li> <li>- reconnection of service discontinued or suspended for non-payment;</li> <li>- customer requested number or name changes.</li> </ul>	
<p>b. Service Charges apply as follows:</p> <p>(1) Service Order Charge – Initial</p> <p>Applicable to work done in receiving, recording and processing information necessary to execute a customer's request for the initial establishment of telephone service at a premises.</p>	
<p>(2) Service Order Charge – Subsequent</p> <p>Applicable to work done in receiving, recording and processing information necessary to execute a customer's request for additions, moves or changes to existing service.</p>	
<p>(3) Central Office Connection Charge</p> <p>The Central Office Connection Charge applies to all service activity within the central office for the establishment or change of service. This charge applies in all cases of access line service connection. The Central Office Connection Charge is associated with, but not limited to loop assignment, line and number assignment, C.O. cross-connect and line testing.</p>	
<p>(4) Reconnect Charge</p> <p>The reconnect charge applies where a customer re-establishes service on the same premises, with no equipment changes, after being disconnected for non-payment of a bill. This charge replaces the listed Service Charges and includes all services which were previously connected. If the customer does not take action to re-establish service within ten (10) days of the non-pay disconnect, the appropriate Service Charges will apply thereafter.</p>	
<p>(5) Access Line Work Charge</p> <p>The charge applied to work associated with making and changing connections on the circuit between the serving central office up to and including the protector on the customer's premises, and/or other premises where the service is to be terminated, including necessary cross connections.</p>	

**III. LOCAL SERVICE** (Continued)

<p>(6) Installment Billing</p> <p>Residential customers may select an installment billing option. This option provides for billing one-time charges in three (3) equal monthly installments.</p>	
<p>c. No service charges will apply under the following circumstances:</p> <ul style="list-style-type: none"> <li>- in settlement of an estate when service is assumed by a receiver or natural administrator of the estate;</li> <li>- when service which has been disrupted by a fire, accident or natural catastrophe, is re-established, either at its original location or at a new location. Subsequent moves of such re-established service will be done at the normal rates.</li> <li>- when moves, rearrangements, or changes are initiated by the Company.</li> </ul>	
<p>d. A temporary disconnection or rearrangement of a customer's telephone facilities to permit redecorating or remodeling of the premises will be considered as a move, and charges will apply.</p>	
<p>e. Charges for changes are not to exceed the sum of the charges which would apply to a new installation of the same service and facilities.</p>	
<p>f. Supersedure</p> <p>The supersedure charge applies in lieu of normal service charges when present telephone service including telephone number is transferred from one customer to another with the express written consent of the relinquishing customer and with the written agreement of the new customer to assume the responsibility for all charges outstanding. This arrangement requires continuous billing, with no change in type or service.</p>	
<p>g. Time and Material Charges</p> <p>(1) Description</p> <p>Time and Material Charges apply to all customer requested installation, moves, changes, and rearrangements of residence and business service and equipment, except as noted elsewhere in the tariffs, performed by the Company on the customer's premises exclusive of establishing or reestablishing access line service.</p>	
<p>(2) Definitions</p> <p>Billable Time and Materials Charges – Time and Material spent by a Company representative on a customer's premises exclusive of work required to establish access line service.</p>	
<p>(3) Conditions</p> <p>(a) Time and Material Charges apply, as required, in addition to other charges for individual items of service which are listed in other sections of this tariff.</p>	



**III. LOCAL SERVICE** (Continued)

(b) Time Charges will be billed in fifteen (15) minute time segments. A five minute allowance into the next time increment will be granted.	
(c) A quote for a specific job may be provided the customer. The quote will be in writing and will be good for thirty (30) days after the issue date. When accepted, the customer will be billed the quoted price. A quote is not the same as an approximate figure which may be provided by Company personnel. An approximate figure is intended only as an order of magnitude and not as a firm price. Customers to whom approximate figures are furnished are subject to actual Time and Material Charges.	
(d) Time and Material Charges will also apply to customer-requested rearrangements of outside wiring, including the drop wire and protector.	
(e) Time and Material Charges do not apply to the following work:  (i) To move or change a customer's service if required or initiated by the Company.	
(ii) The "from" portion of work involved in a transfer of service from one premises to another.	
<b>C. <u>Mileage Rates</u></b>  1. <i>Territory</i>  All exchanges as defined in tariffed exchange area maps.	

**III. LOCAL SERVICE** (Continued)

<p>2. <i>Rates</i></p> <p>a. Off-Premises Extension Station Mileage</p> <p>Within the exchange area, each extension station or private branch exchange station;</p> <p>(1) Where the terminals are in different buildings on the same continuous property and such buildings are located beyond 300 feet from the primary station:</p> <p>(2) Where the terminals are on non-contiguous property:</p> <p>b. Interexchange Line Mileage</p> <p>Between exchanges served by the Company and other connecting companies. "Rate Center to Rate Center distance."</p> <p>(1) Portion served by the Company; Each mile or fraction thereof</p> <p>(2) Portion served by connecting company</p>	<p style="text-align: right;">Rate Per Month Per 1/4 ALM or Fraction Thereof</p> <p style="text-align: right;">\$1.70</p> <p style="text-align: right;">1.70</p> <p style="text-align: right;"><u>Rates</u></p> <p style="text-align: right;">\$4.00</p> <p style="text-align: right;">Connecting Company's Rates</p>
<p>3. <i>Conditions</i></p> <p>a. No off-premises mileage rate applies in those cases where the terminals are in the same building or in different buildings on the same continuous property within three hundred (300) feet from the primary station and all required trenching or conduit is provided by the customer.</p>	
<p>b. Off-premises extension mileage will be based upon the airline mileage (ALM) between the premises of the primary station and the premises of each off-premises extension.</p>	
<p>c. Off-premises extension station(s), restricted to answering incoming calls only, may be located on the premises of another customer, provided the other customer has his own separate service at the same location.</p>	
<p>d. Off-premises extensions may be installed on the premises of the same customer, provided the customer has separate service at the same location. Off-premises extensions, restricted to answering incoming calls only, may be located on the same customer's premises if the customer has no separate service.</p>	
<p>e. The line used to serve extension stations is considered to be inside wire if: a.) the service is entirely on private property and; b.) no utility distribution facilities are used. Installation and maintenance of inside wire is the sole responsibility of the customer.</p>	

**III. LOCAL SERVICE** (Continued)

<p><b>D. <u>Extended Area Service</u></b></p>	
<p>1. <i>Territory</i></p> <p>All exchanges as defined in tariffed exchange area maps.</p>	
<p>2. <i>Application of Rates</i></p>	
<p>a. EAS is required for all access line services. EAS is available on a flat rate or measured basis, at the option of the customer.</p>	
<p>b. Classification of Exchanges by Rate Groups with regard to Extended Area Service is shown below. The Rate Group assigned to each Exchange is based on the number of Access Lines.</p>	
<p>Group 1  <u>0-500</u>            Azalea            O'Brien            Wolf Creek</p>	<p>Group 2  <u>501-950</u>            Days Creek            Selma</p>
<p>Group 3  <u>951-2000</u>            Canyonville            Glendale            Riddle</p>	<p>Group 4  <u>Over 2000</u>            Cave Junction            Myrtle Creek</p>

**III. LOCAL SERVICE** (Continued)

c. Classification of Exchanges by Calling Volumes

Calling Volume has been categorized into three levels: Low (L), Medium (M) and High (H). Each EAS route has been analyzed based on the average minutes of EAS usage per access line, from the originating exchange to the EAS exchange.

Following is a list of the EAS routes by calling volumes. EAS service is available on and after the implementation dates.

		<u>Implementation Dates</u>
<u>Low</u>	Azalea to Grants Pass	Existing
	Azalea to Wolf Creek	Existing
	Canyonville to Azalea	Existing
	Canyonville to Days Creek	Existing
	Cave Junction to O'Brien	Existing
	Glendale to Wolf Creek	Existing
	Myrtle Creek to Azalea	Existing
	Myrtle Creek to Days Creek	Existing
	Wolf Creek to Azalea	Existing
	Days Creek to Riddle	Proposed
	Days Creek to Roseburg	Proposed
	Riddle to Days Creek	Proposed
<u>Medium</u>	Azalea to Canyonville	Existing
	Azalea to Glendale	Existing
	Azalea to Myrtle Creek	Existing
	Azalea to Roseburg	Existing
	Canyonville to Riddle	Existing
	Cave Junction to Selma	Existing
	Days Creek to Canyonville	Existing
	Days Creek to Myrtle Creek	Existing
	Glendale to Azalea	Existing
	Glendale to Grants Pass	Existing
	Myrtle Creek to Canyonville	Existing
	Myrtle Creek to Riddle	Existing
	Riddle to Canyonville	Existing
	Wolf Creek to Glendale	Existing

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**III. LOCAL SERVICE** (Continued)

<i>Continued from previous page...</i>			<u>Implementation Dates</u>
<u>Low</u>	Selma <-->	Ashland, Butte Falls, Central Point, Glendale, Gold Hill, Jacksonville, Medford, Murphy-Provolt, O'Brien, Phoenix-Talent, Prospect, Rouge River, Shade Cover, White City, Wolf Creek	Proposed
<u>Low</u>	Glendale (Residential) <-->	Ashland, Butte Falls, Cave Junction, Central Point, Gold Hill, Jacksonville, Medford, Murphy-Provolt, O'Brien, Phoenix-Talent, Prospect, Rouge River, Selma, Shady Cover, White City	Proposed
<u>Medium</u>	Cave Junction <-->	Ashland, Butte Falls, Central Point, Glendale Gold Hill, Grants Pass, Jacksonville, Medford, Murphy-Provolt, Phoenix-Talent, Prospect, Rouge River, Shady Cove, White City, Wolf Creek	Proposed
<u>Medium</u>	Glendale (Business) <-->	Ashland, Butte Falls, Cave Junction, Central Point, Gold Hill, Jacksonville, Medford, Murphy-Provolt, O'Brien, Rouge River, Selma, Shady Cover, White City	Proposed
Medium	O'Brien <-->	Ashland, Butte Falls, Central Point, Glendale, Gold Hill, Grants Pass, Jacksonville, Medford, Murphy-Provolt, Phoenix-Talent, Prospect, Rouge River, Selma, Shady Cove, White city, Wolf Creek	Proposed

*Continued on next page...*

**III. LOCAL SERVICE** (Continued)

<i>Continued from previous page...</i>		<u>Implementation Dates</u>	
<u>Medium</u>	Wolf Creek <-->	Ashland, Butte Falls, Cave Junction, Central Point Gold Hill, Jacksonville, Medford, Murphy-Provolt, O'Brien, Phoenix-Talent, Prospect, Rouge River, Selma, Shady Cove, White City	Proposed
<u>High</u>		Canyonville to Myrtle Creek	Existing
		Canyonville to Roseburg	Existing
		Myrtle Creek to Roseburg	Existing
		O'Brien to Cave Junction	Existing
		Riddle to Myrtle Creek	Existing
		Riddle to Roseburg	Existing
		Selma to Cave Junction	Existing
		Selma to Grants Pass	10/06/00
		Wolf Creek to Grants Pass	Existing
<p>d. The following EAS flat rates are in addition to the local access line rates listed in Section III.. The flat rate selected depends upon the rate group and calling volume for each EAS route.</p>			
<u>Residence</u>			
<u>Exchange Size</u>	<u>Calling Volume</u>		
	<u>Low (L)</u>	<u>Medium (M)</u>	<u>High (H)</u>
Group 1	1L = \$0.79	1M = \$2.27	1H = \$6.71
Group 2	2L = \$0.66	2M = \$1.88	2H = \$5.54
Group 3	3L = \$0.57	3M = \$1.61	3H = \$4.73
Group 4	4L = \$0.51	4M = \$1.43	4H = \$4.19
<u>Business</u>			
Group 1	1L = \$1.58	1M = \$4.54	1H = \$13.42
Group 2	2L = \$1.32	2M = \$3.76	2H = \$11.08
Group 3	3L = \$1.14	3M = \$3.22	3H = \$9.46
Group 4	4L = \$1.02	4M = \$2.86	4H = \$8.38

**III. LOCAL SERVICE** (Continued)

e. The residence and business grids preceding supply the flat rates for EAS routes. The EAS Increment is calculated by adding the route rates for each EAS exchange. The rates below change as EAS services are implemented. Using the preceding grids, the EAS flat rate increment for a local exchange is calculated as follows:

	<u>Residence</u>	<u>Business</u>
<b>Azalea</b>		
Glendale	\$2.27	\$4.54
Wolf Creek	0.79	1.58
Canyonville	2.27	4.54
Grants Pass	0.79	1.58
Myrtle Creek	2.27	4.54
Roseburg	<u>2.27</u>	<u>4.54</u>
Total Existing	10.66	21.32
<b>Canyonville</b>		
Days Creek	0.57	1.14
Myrtle Creek	4.73	9.46
Riddle	1.61	3.22
Azalea	0.57	1.14
Roseburg	<u>4.73</u>	<u>9.46</u>
Total Existing	12.21	24.42
<b>Cave Junction</b>		
O'Brien	0.51	1.02
Selma	<u>1.43</u>	<u>2.86</u>
Total Existing	1.94	3.88
Ashland, Butte Falls, Central Point, Glendale, Gold Hill, Grants Pass, Jacksonville, Medford, Murphy-Provolt, Phoenix-Talent, Prospect, Rouge River, Shady Cove, White City, Wolf Creek (Proposed)	<u>1.43</u>	<u>2.86</u>
Total Proposed	3.37	6.74
<b>Days Creek</b>		
Canyonville	1.88	3.76
Myrtle Creek	1.88	3.76
Riddle	0.66	1.32
Roseburg	<u>0.66</u>	<u>1.32</u>
Total Existing	5.08	10.16

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**III. LOCAL SERVICE** (Continued)

*Continued from previous page...*

	<u>Residence</u>	<u>Business</u>
<b>Glendale</b>		
Azalea	\$1.61	\$3.22
Wolf Creek	0.57	1.14
Grants Pass	<u>1.61</u>	<u>3.22</u>
Total Existing	3.79	7.58
Ashland, Butte Falls, Cave Junction, Central Point, Gold Hill, Jacksonville, Medford, Murphy-Provolt, O'Brien, Phoenix-Talent, Prospect, Rogue River, Selma, Shady Cove, White City (Proposed)	<u>0.57</u>	<u>3.22</u>
Total Proposed	4.36	10.80
<b>Myrtle Creek</b>		
Canyonville	1.43	2.86
Riddle	1.43	2.86
Days Creek	0.51	1.02
Roseburg	4.19	8.38
Azalea	<u>0.51</u>	<u>1.02</u>
Total Existing	8.07	16.14
<b>O'Brien</b>		
Cave Junction	<u>6.71</u>	<u>13.42</u>
Total Existing	6.71	13.42
Ashland, Butte Falls, Central Point, Glendale, Gold Hill, Grants Pass, Jacksonville, Medford, Murphy-Provolt, Phoenix-Talent, Prospect, Rogue River, Selma, Shady Cove, White City, Wolf Creek (Proposed)	<u>2.27</u>	<u>4.54</u>
Total Proposed	8.98	17.96
<b>Riddle</b>		
Canyonville	1.61	3.22
Myrtle Creek	4.73	9.46
Roseburg	4.73	9.46
Days Creek	<u>0.57</u>	<u>1.14</u>
Total Existing	11.64	23.28

*Continued on next page...*



**III. LOCAL SERVICE** (Continued)

<i>Continued from previous page...</i>		
	<u>Residence</u>	<u>Business</u>
Selma		
Cave Junction	\$5.54	\$11.08
Grants Pass	<u>5.54</u>	<u>11.08</u>
Total Existing	11.08	22.16
Ashland, Butte Falls, Central Point, Glendale, Gold Hill, Jacksonville, Medford, Murphy-Provolt, O'Brien, Phoenix-Talent, Prospect, Rogue River, Shady Cove, White City, Wolf Creek (Proposed)		
Total Proposed	<u>0.66</u> 11.74	<u>1.32</u> 23.48
Wolf Creek		
Azalea	0.79	1.58
Glendale	2.27	4.54
Grants Pass	<u>6.71</u>	<u>13.42</u>
Total Existing	9.77	19.54
Ashland, Butte Falls, Cave Junction, Central Point, Gold Hill, Jacksonville, Medford, Murphy-Provolt, O'Brien, Phoenix-Talent, Prospect, Rogue River, Selma, Shady Cove, White City (Proposed)		
Total Proposed	<u>2.27</u> 12.04	<u>4.54</u> 24.08
f. The following EAS measured rate is in addition to the local access line rate listed in Section III.:		
Six Cents (\$0.06) per Minute		

**III. LOCAL SERVICE** (Continued)

g. Measured EAS rates will be available to the following routes on the following dates:		
Azalea <--> Wolf Creek		11/1/92
Azalea <--> Glendale		11/1/92
Canyonville <--> Days Creek		4/1/93
Glendale <--> Wolf Creek		11/1/92
Azalea <--> Canyonville		11/1/92
Canyonville <--> Myrtle Creek		2/1/92
Canyonville <--> Riddle		2/1/92
Cave Junction <--> O'Brien		2/1/92
Cave Junction <--> Selma		11/1/93
Days Creek <--> Myrtle Creek		4/1/93
Myrtle Creek <--> Riddle		2/1/92
Wolf Creek <--> Grants Pass		10/7/95
Glendale <--> Grants Pass		10/4/97
Myrtle Creek <--> Roseburg		10/4/97
Azalea <--> Grants Pass		10/1/99
Canyonville <--> Roseburg		10/1/99
Riddle <--> Roseburg		10/1/99
Azalea <--> Myrtle Creek		10/6/00
Azalea <--> Roseburg		10/6/00
Myrtle Creek <--> Azalea		10/6/00
Selma <--> Grants Pass		10/6/00
Days Creek <--> Riddle		8/3/02
Days Creek <--> Roseburg		8/3/02
Riddle <--> Days Creek		8/3/02
Cave Junction <--> Ashland, Butte Falls, Central Point, Glendale Gold Hill, Grants Pass, Jacksonville, Medford, Murphy-Provolt, Phoenix-Talent, Prospect, Rogue River, Shady Cove, White City, Wolf Creek		Proposed
<i>Continued on next page...</i>		

**III. LOCAL SERVICE** (Continued)

<i>Continued from previous page...</i>		
Glendale <-->	Ashland, Butte Falls, Cave Junction, Central Point, Gold Hill, Jacksonville, Medford, Murphy-Provolt, O'Brien, Phoenix-Talent, Prospect, Rogue River, Selma, Shady Cove, White City	Proposed
O'Brien <-->	Ashland, Butte Falls, Central Point, Glendale, Gold Hill Grants Pass, Jacksonville, Medford, Murphy-Provolt, Phoenix-Talent, Prospect, Rogue River, Selma, Shady Cove, White City, Wolf Creek	Proposed
Selma <-->	Ashland, Butte Falls, Central Point, Glendale, Gold Hill, Jacksonville, Medford, Murphy-Provolt, O'Brien, Phoenix-Talent, Prospect, Rogue River, Shady Cove, White City, Wolf Creek	Proposed
Wolf Creek <-->	Ashland, Butte Falls, Cave Junction, Central Point, Gold Hill, Jacksonville, Medford, Murphy-Provolt, O'Brien, Phoenix-Talent, Prospect, Rogue River, Selma, Shady Cove, White City	Proposed
h. Measured EAS services are available only in exchanges where operating conditions and facilities permit. Farmer line customers may only subscribe to flat rated EAS.		
i. Business and residence customers may not mix measured and flat rated EAS on the same bill.		
<b>3. Conditions</b>		
a. Within ninety (90) days of conversion to the new measured EAS plan, a customer may elect to change from flat rate to measured and vice versa without incurring additional Service Charges as shown in Section III..		

**III. LOCAL SERVICE** (Continued)

<p>b. Refer to the Price List, Section IX., Digital Centrex Service for a trunk equivalency matrix for Centrex lines, including intragroup lines.</p>											
<p><b>E. <u>Line Extension Charges</u></b></p>											
<p>1. <i>Territory</i></p> <p>All exchanges as defined in tariffed exchange area maps.</p>											
<p>2. <i>Rates and Charges</i></p> <p>Line extensions are charged as follows:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;"></td> <td style="text-align: right; vertical-align: bottom;"><u>Nonrecurring Charge</u></td> </tr> <tr> <td style="padding-left: 20px;">a. The Utility will construct at its expense a maximum of 1000 feet of outside plant facilities and service connection per applicant, the combination of which includes not more than 500 feet of service connection on private property.</td> <td style="text-align: right; vertical-align: bottom;">No Charge</td> </tr> <tr> <td style="padding-left: 20px;">b. Plant facilities exceeding free footage allowance:</td> <td></td> </tr> <tr> <td style="padding-left: 40px;">(1) Each 100 feet or fraction thereof not to exceed 5,000 feet<sup>3</sup></td> <td style="text-align: right; vertical-align: bottom;">\$45.00</td> </tr> <tr> <td style="padding-left: 40px;">(2) Each in excess of 5,000 feet</td> <td style="text-align: right; vertical-align: bottom;">Actual Cost</td> </tr> </table>			<u>Nonrecurring Charge</u>	a. The Utility will construct at its expense a maximum of 1000 feet of outside plant facilities and service connection per applicant, the combination of which includes not more than 500 feet of service connection on private property.	No Charge	b. Plant facilities exceeding free footage allowance:		(1) Each 100 feet or fraction thereof not to exceed 5,000 feet <sup>3</sup>	\$45.00	(2) Each in excess of 5,000 feet	Actual Cost
	<u>Nonrecurring Charge</u>										
a. The Utility will construct at its expense a maximum of 1000 feet of outside plant facilities and service connection per applicant, the combination of which includes not more than 500 feet of service connection on private property.	No Charge										
b. Plant facilities exceeding free footage allowance:											
(1) Each 100 feet or fraction thereof not to exceed 5,000 feet <sup>3</sup>	\$45.00										
(2) Each in excess of 5,000 feet	Actual Cost										
<p>3. <i>Conditions</i></p> <p>a. <i>General</i></p> <p>(1) Line extension charges are applicable in connection with all classes, types and grades of service when established by means of an extension to the Company's plant consisting of aerial, underground or buried plant and including extensions by means of poles to be owned by the Company, jointly with others, and by means of contacts or contact space on poles of others.</p>											
<p>(2) All line extensions will be owned and maintained by the Utility. The applicant, however, if mutual agreement is made with the Utility, may clear the right-of-way, furnish and set the poles where aerial construction is employed, or furnish and install the underground conduit, all in accordance with the Utility's construction specifications, in lieu of all or a portion of the charges applicable; but in all instances the ownership of facilities so provided shall be entirely vested in the Utility.</p>											

<sup>3</sup> If the combined free footage allowance for collective applicants exceeds 5,000 feet, then 1.b.(2) applies. However, each applicant will receive 1000 feet free regardless of the combined total.

**III. LOCAL SERVICE** (Continued)

<p>b. Measurement of Distances</p> <p>The line extension (excluding the length of aerial drop wire, if any) for determining free footage and charge is measured from the point of connection at the existing distribution facility to the point of connection with the interior wiring at the building being served.</p>	
<p>The free footage portion on private property, five hundred (500) feet maximum, is deducted from the total free footage to determine the remaining free footage along public roads. All distances are route distances and the routing of line extensions will be determined by the Company.</p>	
<p>c. Payment of Charges</p> <p>Except as otherwise provided, line extension charges shall be paid in a lump sum in advance.</p>	
<p>d. Actual Cost Determination</p> <p>(1) In those circumstances where line extensions exceed five thousand (5,000) feet, beyond that five thousand (5,000) feet the customer, in addition to any material or labor to be furnished by him, will pay in advance the estimated total cost of the Utility's construction as prescribed in a contract executed between the Utility and the applicant.</p>	
<p>(2) Should the amount advanced by the customer exceed the actual cost, a refund will be made within sixty (60) days after completion of the Utility's construction.</p>	
<p>(3) In no instance will the Utility charge more than the actual cost at the closing of the job order.</p>	
<p>e. Collective Applicant and Grouping of Applicants</p> <p>(1) When construction is required to serve a new applicant, a survey is made of all prospects who might be served from the new construction or an extension thereof and who might benefit by being included in the project. Allowances are made only for those prospects making bona fide applications for service.</p>	
<p>(2) All applicants are grouped in a single project when there is no more than one mile of construction between successive applicants. Separate projects are established whenever the construction between any two (2) successive applicants exceeds one mile. Two (2) or more projects are combined, however, whenever this results in lower charges (or no increase in charges) for all of the applicants involved.</p>	
<p>f. Apportionment of Charges</p> <p>Applicants are divided into two (2) groups. The first group includes all applicants whose collective allowance equals or exceeds the construction required to serve them. No charge is made to such applicants. The second group includes all remaining applicants on the project. The overall charge for the project is divided equally among all applicants in the second group, with the exception that no applicant will be required to pay a higher charge than he would if the project were established for him alone. Any difference between this charge and the average charge for the group is absorbed by the Company.</p>	

**III. LOCAL SERVICE** (Continued)

<p>g. Customer Added to the Line Extension</p> <p>(1) Customers connected to a line extension within two (2) years of its construction will incur a liability equal to that of each original applicant less 1/24th for each whole month since inauguration of service to original applicants on the line.</p>	
<p>(2) This amount shall be paid in a lump sum, except when mutually agreeable in equal monthly installments over the remaining months up to the end of the two (2) year period following the lines construction. Such monthly payments will be exactly the same as payments being made by original applications who may be paying in monthly installments over the two (2) year period.</p>	
<p>(3) At the end of the two (2) year period following the construction of the line extension, charges collected from the customers in excess of its original computed amount will be refunded to customers on the line at that time. Such refund will be based on the number of whole months each customer has been on the line.</p>	
<p>(4) To determine the refund, the excess amount collected will be divided by the number of customers on the line times the number of whole months (based on regular billing dates) they have been connected. Individual refunds will be that resulting amount times the number of whole months the customer has been connected.</p>	
<p>(5) Customers connected to a line extension within the two (2) year period following its construction, and who require an additional line extension to establish their service, will incur a line extension charge as outlined in the rates and conditions of this tariff. This is in addition to the liability incurred in connecting to the original line extension as outlined above.</p>	
<p>h. Disconnects</p> <p>(1) On disconnection of service, no refund is made of the line extension charge.</p>	
<p>(2) When a customer disconnects service or moves off the project and service is established for a new customer at the same location, any adjustment in charges is solely a matter for negotiation between the original customer and the new applicant.</p>	
<p>i. Unusual or Special Construction</p> <p>(1) A departure from the rates and special conditions in this tariff may be made on behalf of the Company when a line extension involves unusual or disproportionately large construction expenditures as compared with the usual types of plant construction.</p>	
<p>(2) Where the proposed construction is over private property and forms a part of a route to be used for serving customers in general, or the construction is on private property in lieu of public highways, at the option of the Company such construction shall be treated as being on public highways. The full free footage allowance will apply.</p>	
<p>(3) The customer is responsible for costs incurred in obtaining rights-of-way, easements, and permits requiring contracted survey.</p>	

**III. LOCAL SERVICE** (Continued)

<p>(4) In those instances where the customer requested type of construction differs from that normally provided by the Utility, the customer will bear any additional actual cost or savings associated with the construction. Such concurrence with the customer request will only be provided in accordance with standard Utility construction specifications.</p>	
<p>j. Special Contract Provisions</p> <p>(1) Line extensions 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 materials used.</p>	
<p>(2) Contracts covering periods not to exceed three (3) years telephone service may be required by the Company as a condition precedent to the establishment of service when line extensions are necessary.</p>	
<p>k. Extension to Real Estate Subdivisions</p> <p>Extensions into tracts or subdivisions within an exchange will be made by the Company at no charge. For extensions into tracts or subdivisions outside the exchange, the Company may require the entire cost of such extensions in advance from the subdivider. The amount so advanced will be refunded to the subdivider on the basis of one (1) year's local service charges for each service connected, provided such service is furnished for twelve (12) consecutive months to such line extension within the subdivision within a period of five (5) years from the date of agreement. Refunds will be made at the end of the service year.</p>	
<p>l. Relocation of Company Facilities<sup>4</sup></p> <p>When an applicant, customer, association or other third-party requests a change in the type, location or the relocation of aerial or underground of communications facilities used to provide telephone service, the requestor shall be required to pay the cost incurred by the Company for such change or relocation of facilities. Payment for the cost of the change or relocation must be made prior to the change or relocation.</p>	
<p><b>F. <u>Oregon Telephone Assistance Program (OTAP)</u></b></p> <p>1. <i>Territory</i></p> <p>All exchanges as defined in tariffed exchange area maps.</p>	

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<sup>4</sup> A third-party request does not include a "Public Body" as defined in ORS 174.108. With respect to relocation of facilities for a Public Body as defined above, this provision is not intended to supersede any franchise agreement, ordinance or applicable state law.

**III. LOCAL SERVICE**

2. <i>Description</i>			
a.	Pursuant to Oregon Administrative Rule (OAR) Chapter 860, the Oregon Telephone Assistance Program (OTAP) is the state counterpart to the Federal Lifeline Program and is governed by 47 CFR §§ 54.400-54.523. This state and federal government assistance program provides qualifying low-income consumers with reduced monthly charges for any local residential service plan that includes voice telephony and broadband internet access service. Eligible voice telephony services must provide voice grade access to the public switched network or its functional equivalent, access to emergency services and toll limitation services. The Federal Lifeline Program credit may also be applied to qualifying Internet Access Services.	(T)	(T)
b.	Customers must meet the eligibility requirements for OTAP/Lifeline defined in OAR 860-033-0030.		
3. <i>Terms and Conditions</i>			
Qualifying low-income customers will receive the following OTAP/Lifeline credit or discount amounts each month:			
		Broadband <sup>5</sup> <u>Credit</u>	Voice <sup>6</sup> <u>Credit</u>
	Federal Lifeline support amount:	\$9.25	\$5.25
	State OTAP support – July 2020-December 2020	0.00	0.00
	State OTAP support amount:	<u>10.00</u>	<u>10.00</u>
	Total OTAP/Lifeline support amount:	19.25	15.25
a.	Customer bills will reflect the OTAP/Lifeline credit or discount effective on the date specified by the Public Utility Commission of Oregon for each approved customer.		(R)
b.	Partial payments from OTAP/Lifeline customers are first applied to the allocated price of the voice telephony service component and then to toll charges or the cost of other services.		(R)
c.	OTAP/Lifeline customers may voluntarily elect toll limitation service at no charge. OTAP/Lifeline customers who subscribe to toll limitation service will not be required to pay a service deposit in order to initiate OTAP/Lifeline service.		(I)
d.	OTAP/Lifeline customers may <u>not</u> be charged the federal universal service fund fee or the monthly number-portability charge as part of their local residential service plan that includes voice telephony service.		(R)
e.	OTAP/Lifeline customers may <u>not</u> be charged the Access Recovery Charge or its equivalent.		

<sup>5</sup> Broadband = service that includes qualifying broadband service.

<sup>6</sup> Voice = voice service with no qualifying broadband service as defined by 47 CFR § 54.403 (a)(2).



**III. LOCAL SERVICE**

<p>f. The Residential Service Protection Fund surcharge must be charged to OTAP/Lifeline customers.</p>	
<p><b>G. <u>Residential Services Protection Fund (RSPF) Surcharge</u></b></p>	
<p>1. <i>Territory</i></p> <p>All exchanges as defined in tariffed exchange area maps.</p>	
<p>2. <i>General</i></p> <p>Chapter 290, Oregon Laws 1987, Section 7(1) allows for a surcharge to be assessed on each subscriber line per month, not to exceed \$0.35. The purpose of the Residential Services Protection Fund (RSPF) surcharge is to fund the Oregon Telephone Assistance Program (OTAP) and the Telecommunications Devices Access Program (TDAP), a program for the deaf.</p>	
<p>3. <i>Rate</i></p> <p>The RSPF surcharge shall be assessed per month per access line against each paying retail customer, including any beneficiary of the OTAP or the TDAP, who has telecommunications service with access to the Oregon Telecommunications Relay Service. The Commission will review the surcharge each year.</p>	
<p><b>H. <u>Enhanced Lifeline Service for Tribal Lands</u></b></p>	
<p>1. <i>Applicability</i></p> <p>Residential customers who reside on federally recognized reservations are eligible to receive additional enhanced federal Lifeline support in order to reduce the price for basic local telephone service or qualifying Internet Access Services. An individual living on tribal lands shall qualify for an additional enhanced federal Lifeline credit of up to \$25.00 per month if the individual participates in any programs or the income requirement identified in Section III or in one of the following assistance programs:</p> <ul style="list-style-type: none"> <li>- Bureau of Indian Affairs General Assistance</li> <li>- Tribally Administered Temporary Assistance for Needy Families</li> <li>- Head Start (only those households meeting its income qualifying standard)</li> <li>- Medicaid</li> <li>- Food Distribution Program on Indian Reservations (FDPIR)</li> <li>- Supplemental Security Income (SSI)</li> <li>- Federal Public Housing Program (Section 8)</li> <li>- Supplemental Nutrition Assistance Program (SNAP)</li> <li>- Veterans Pension</li> <li>- Veterans Survivor Pension</li> <li>- Income at or below 135% of the Federally Recognized Poverty Guidelines</li> </ul>	
<p>If a resident of a federally recognized reservations satisfies the state's Lifeline eligibility criteria as defined in Section III the resident will receive the additional enhanced federal support.</p>	

**III. LOCAL SERVICE** (Continued)

<p>2. <i>Rate</i></p> <p>The additional enhanced federal credit will be available to Lifeline customers who reside on reservations in the following exchange(s):</p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;"><u>Tribe/Reservation</u></td> <td style="text-align: center;"><u>Exchange</u></td> </tr> <tr> <td style="text-align: center;">Cow Creek</td> <td style="text-align: center;">Canyonville</td> </tr> </table>	<u>Tribe/Reservation</u>	<u>Exchange</u>	Cow Creek	Canyonville	
<u>Tribe/Reservation</u>	<u>Exchange</u>				
Cow Creek	Canyonville				
<p>I. <u>Tribal Link Up Program</u></p> <p>1. <i>Territory</i></p> <p>All exchanges as defined in tarred exchange area maps.</p>					
<p>2. <i>General</i></p> <p>The Tribal Link Up Program provides for a one hundred percent (100%) reduction up to one hundred dollars (\$100.00) against the Service Charge for connection of a residential exchange access line. This credit is only available to Tribal Land customers who meet eligibility requirements established by the FCC; see Conditions following. The credit applies to the single line serving the customer's principal residence.</p>					
<p>3. <i>Rate</i></p> <p>A reduction of Service Charges, as specified above applies for the establishment of basic residential service.</p>					
<p>4. <i>Conditions</i></p> <p>a. The Tribal Link Up Program is only available to low income residential customers who meet the following criteria:</p> <p>(1) The recipient meets the income test outlined for the Oregon Telephone Assistance Program (OTAP),</p>					
<p>(2) Enhanced Lifeline Service for Tribal Land criteria as outlined in Section III..</p>					
<p>b. Tribal Link Up Service can only be associated with the primary residential connection.</p>					
<p>c. The customer can receive the benefit of the Tribal Link Up Program for a second or subsequent time only for a principal place of residence with an address different from the residence address at which Tribal Link Up assistance was provided previously.</p>					
<p>d. An applicant may defer payment of the Service Charges. Payment may be deferred up to four (4) months with a payment schedule of equal payments for up to two hundred dollars (\$200.00) assessed for commencing service. Interest will not be charged on deferred payments.</p>					

### III. LOCAL SERVICE (Continued)

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ISSUED: JULY 28, 2020

ISSUED BY ZIPLY FIBER

BY JESSICA EPLEY, REGULATORY & EXTERNAL AFFAIRS DIRECTOR

EFFECTIVE: AUGUST 28, 2020

## IV. GENERAL SERVICES

<b>A. <u>Directory Service</u></b>							
<b>1. <i>Territory</i></b>  All exchanges as defined in tariffed exchange area maps.							
<b>2. <i>Rates and Charges</i></b>  a. Primary listing – for customers whose telephone service is located in an exchange served by the directory b. Dual listing c. Non-published number d. Non-listed number	<table style="margin-left: auto; margin-right: 0;"> <tr> <td style="text-align: center;"><u>Rate Per Month</u></td> </tr> <tr> <td style="text-align: center;"><u>Business/Residence</u></td> </tr> <tr> <td style="text-align: center;">No charge</td> </tr> <tr> <td style="text-align: center;">Not Applicable / No Charge</td> </tr> <tr> <td style="text-align: center;">\$1.00 / \$1.00</td> </tr> <tr> <td style="text-align: center;">\$1.00 / \$1.00</td> </tr> </table>	<u>Rate Per Month</u>	<u>Business/Residence</u>	No charge	Not Applicable / No Charge	\$1.00 / \$1.00	\$1.00 / \$1.00
<u>Rate Per Month</u>							
<u>Business/Residence</u>							
No charge							
Not Applicable / No Charge							
\$1.00 / \$1.00							
\$1.00 / \$1.00							
<b>3. <i>Conditions</i></b>  a. General							
(1) One primary listing, which may include the name, address of the premises in which the primary station or PBX switchboard is located and the telephone number of the individual(s), firm or corporation will be furnished in the alphabetical section at no charge for each primary station, key telephone service or private branch exchange service. Local Directory Assistance call allowances and charges apply to those requests for telephone numbers that are within the calling party's area code (NPA) or Local Access Transport Area (LATA).							
(2) Each business primary line or business private branch exchange will receive one listing in the classified section of the directory.							
(3) Business listings must be in the concern's official name.							
(4) Dual (joint) name listings will be provided at no charge for customers subscribing to residence service who share the same surname and reside at the same address, for subscribers whose spouses are deceased, and for persons known by more than one given name. A subsequent service order charge will apply for changing to dual primary listing.							
(5) Listings will be limited to such information as is necessary for proper identification.							
(6) The listing consists of one (1) line. When use of abbreviations impairs clarity and identification, a second line may be used without additional charge.							
(7) The Company may refuse to insert any listing, which, in its judgment, does not facilitate the use of the directory.							
(8) The Company is liable for errors or omissions in the listing of its customers in the telephone directory in accordance with the provisions found in Section II., General Regulations, Directories.							

**IV. GENERAL SERVICES** (Continued)

<p>(9) Residence customers and certain business customers may omit the address from their listings. Any business whose nature or function is to repair or to service articles at its business location must include the business address in its listings.</p>	
<p>(10) Residence listings of clergymen, professors, professional people, military or naval officers may, for purposes of identification, include designation of title.</p>	
<p>(11) All applications for listings of every kind shall be made by the customer or authorized agent. Changes, additions and deletions involving any business listing and any residence listing where a charge is involved must be authorized in writing by the customer or customers involved.</p>	
<p>(12) Listings in connection with joint user service must bear the same address and telephone number as the listed service of the customer at the address at which joint user service is rendered.</p>	
<p>(13) Service Charges will apply for changes or additional to listings in addition to monthly rates shown above.</p>	
<p>b. Published Directories</p>	
<p>(1) The conditions for directory listings, as provided in this section, apply only to the information records and the alphabetical directory or that section of the directory containing the regular alphabetical list of names of customers.</p>	
<p>(2) Alphabetical telephone number directories are furnished by the Utility as an aid to the use of its services. These directories are usually published once each year on date varying with the exchanges included with each directory.</p>	
<p>(3) The Utility will furnish to its customers without charge only such directories as it deems necessary for the efficient use of the service. Additional directories will be furnished at the discretion of the Utility at a cost to the Utility.</p>	
<p>(4) Directories furnished without charge to the customer remain the property of the Utility and must be surrendered or destroyed when a new issue is delivered.</p>	
<p>c. Non-Published and Non-Listed Service</p>	
<p>(1) Non-published service is an arrangement where a customer's listing is omitted from both the telephone directory and information listing.</p>	
<p>(2) No charge will be made for non-published numbers for customers having a listed number in the same exchange under the same listing.</p>	
<p>(3) The Company will take responsibility precautions not to publish the number in any of its publicly distributed directories and, except when required by law, will not disclose the number to any person other than representatives of law enforcement agencies, its own employees or representatives or those of another telephone company, or to other customers who are billed for calls placed to or from non-published numbers.</p>	

**IV. GENERAL SERVICES** (Continued)

<p>(4) Non-listed service is an arrangement whereby a customer's number is omitted from the telephone directory but not from the information records.</p>	
<p>(5) When non-published or non-listed service is to be furnished, the customer will be required to execute an arrangement which holds the Company harmless from any damages which might arise and which absolves the Company from any responsibility for the failure of the customer to receive calls because of the non-published or non-listed arrangement.</p>	
<p>(6) Customers subscribing to non-published telephone number service, release, indemnify and hold harmless the Utility from any and all loss, claims, demands, suits, or other action or any liability whatsoever whether suffered, made, instituted or asserted by the customer or by any other party or person caused or claimed to have been caused directly or indirectly by its publication of such number or the disclosing of said number to any person.</p>	
<p><b>B. <u>Directory Assistance Service</u></b></p> <p>1. <i>Territory</i></p> <p>All exchanges as defined in tariffed exchange area maps.</p>	
<p>2. <i>General</i></p> <p>Local (411 and 555-1212) and National Directory Assistance Service provides the calling party with the following information from the Company's operator records:</p> <p>a. the telephone number(s) requested</p>	
<p>b. that a customer has requested his number not be provided</p>	
<p>c. that the requested party has no telephone listing</p>	

**IV. GENERAL SERVICES**

3. <i>Rates and Charges</i>	<u>Charge</u>	
a. Local and/or Intrastate Directory Assistance  (1) Local Directory Assistance, no monthly call allowances apply	\$3.00	(D) (C) (I)
b. National Directory Assistance  National Directory Assistance, each call, no monthly call allowances apply	3.00	(I)
c. Directory Assistance Call Completion (DACC)	3.00	(I)
<b>4. <i>Conditions</i></b>		
a. When a customer has two (2) or more lines and/or trunks at the same premises, which are billed on the same account, the total usage of all lines and/or trunks is applied against the allowance for the total number of lines and/or trunks involved.		
b. The allowance of two (2) calls to Local Directory Assistance per line per month is not transferable between separate accounts of the same customer.		
c. When a customer requests the assistance of a long distance operator to obtain a listing from the directory assistance operator, a surcharge of 50¢ per connection will apply in addition to RATES above.		
d. The Telephone Company shall establish practices and procedures to administer exceptions to the charge for directory assistance verify disabilities and prevent abuse thereof.		
e. National Directory Assistance is applicable to furnishing a calling party with telephone numbers or other information available from a National Directory Assistance database for information outside the calling party's Area Code.		
f. National Directory Assistance is available to business, government and residence customers who request directory assistance listings outside their Local Access Transport Area (LATA).		
g. Directory Assistance Call Completion (DACC) allows customers the option to have their local or intralata calls completed to a requested number by either Directory Assistance Operator or Directory Assistance Audio Response System that provides the requested directory number.		

**IV. GENERAL SERVICES**

<p><b>C. <u>Custom Calling Service</u></b></p> <p>1. <i>Territory</i></p> <p>All exchanges as defined in tariffed exchange area maps where required facilities are available.</p>																							
<p>2. <i>Rates and Charges</i></p> <p>Individual features, each line</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 50%;"></th> <th style="text-align: center;"><u>Installation<sup>7</sup> or Change Charge</u></th> <th style="text-align: center;"><u>Rate Per Month</u></th> </tr> </thead> <tbody> <tr> <td>a. Toll Restriction (See Condition a.(1))</td> <td></td> <td></td> </tr> <tr> <td>    (a) Only, each line</td> <td style="text-align: center;">\$5.00</td> <td style="text-align: center;">\$2.40</td> </tr> <tr> <td>    (b) Multi-Feature, each line</td> <td style="text-align: center;">5.00</td> <td style="text-align: center;">1.80</td> </tr> <tr> <td></td> <td style="text-align: center;"><u>Monthly Rate Per Line</u></td> <td style="text-align: center;"><u>Usage Per Call</u></td> </tr> <tr> <td></td> <td style="text-align: center;"><u>Residence/Business</u></td> <td style="text-align: center;"><u>Residence/Business</u></td> </tr> <tr> <td>b. Call Trace<sup>8</sup></td> <td style="text-align: center;">\$5.00</td> <td style="text-align: center;">\$1.00</td> </tr> </tbody> </table>				<u>Installation<sup>7</sup> or Change Charge</u>	<u>Rate Per Month</u>	a. Toll Restriction (See Condition a.(1))			(a) Only, each line	\$5.00	\$2.40	(b) Multi-Feature, each line	5.00	1.80		<u>Monthly Rate Per Line</u>	<u>Usage Per Call</u>		<u>Residence/Business</u>	<u>Residence/Business</u>	b. Call Trace <sup>8</sup>	\$5.00	\$1.00
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<p>3. <i>Conditions</i></p> <p>Description of Service</p> <p>a. Toll Restriction</p> <p>Toll restriction provides the customer with local dialing capabilities, including EAS service, but blocks any call with long distance or premium service charges.</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>Blocked Calls</u></th> <th style="text-align: left;"><u>Unblocked Calls</u></th> </tr> </thead> <tbody> <tr> <td>0 +</td> <td>9-1-1</td> </tr> <tr> <td>0 -</td> <td>Repair</td> </tr> <tr> <td>1 +</td> <td>Time of Day</td> </tr> <tr> <td>1 + 555-1212</td> <td>1 + 800</td> </tr> <tr> <td>1 + 900</td> <td></td> </tr> <tr> <td>1 + 976</td> <td></td> </tr> <tr> <td>Local Directory Assistance</td> <td></td> </tr> </tbody> </table> <p>(1) Toll Restriction is offered to individual business and residence exchange access service customers only where facilities are available.</p>			<u>Blocked Calls</u>	<u>Unblocked Calls</u>	0 +	9-1-1	0 -	Repair	1 +	Time of Day	1 + 555-1212	1 + 800	1 + 900		1 + 976		Local Directory Assistance						
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Local Directory Assistance																							

<sup>7</sup> Plus Service Order Charge as shown in Section III..



**IV. GENERAL SERVICES** (Continued)

<p>(2) Toll restriction customers are responsible for collect, third number billed and credit card calls billed to the access line with toll restriction service.</p>	
<p>(3) Toll Restriction will work in combination with all other Custom Calling features.</p>	
<p>(4) Customers subscribing to Toll Restriction without subscribing to any other Custom Calling feature(s), are charged the Toll Restriction rate as shown in Rates 1.f.(1), for each line.</p>	
<p>(5) Customers subscribing to Toll Restriction in addition to any other Custom Calling feature(s) are charged the discounted multi-feature rate for toll restriction as shown in Rates 1.f.(2), in addition to the appropriate individual feature monthly rate for the additional Custom Calling feature(s) or package.</p>	
<p>(6) 9-1-1 access is available for emergency situations in which property or human life is in jeopardy and the prompt summoning of aid is essential.</p>	
<p>(7) During specific promotional periods, the Service Order and Central Office Connection charges will be waived. The Utility will obtain prior approval from the Commission for the promotional periods.</p>	
<p>(8) Upon conversion to a digital Central Office in an exchange, a waiver period of thirty (30) days prior to and thirty (30) days subsequent to the cut will allow customers to subscriber to Custom Calling Service without incurring Service Charges.</p>	
<p>(9) With Distinctive Ring, the primary customer is responsible for all third party or collect calls charged to the additional telephone number assigned to the access line.</p>	
<p>b. Call Trace</p> <p>Call Trace allows a customer to automatically activate (*57 or 1157 from a rotary phone) a trace record of the last incoming call tracing feature. The customer automatically authorizes and requests the Company to release the results of any and all traces initiated by the customer directly to the customer's servicing law enforcement agency. The customer must contact the Company within ten (10) days after activating a call trace or the trace record will automatically be deleted from the system. Call Tracing is available on a monthly subscription basis, or on a pay per use basis. Pay per use customers will be charged upon dialing the activation code without any specific prior request for the feature.</p>	
<p><b>D. <u>Convenience Fee</u></b></p> <p>1. <i>General</i></p> <p>A convenience fee is a charge that is added onto a customer's account if a customer makes a payment using a Company Representative. The customer is informed by the Company Representative of the applicable charges prior to processing the payment. The charge will be collected at time of payment processing.</p>	

**IV. GENERAL SERVICES** (Continued)

<p>This fee will not apply if:</p> <ul style="list-style-type: none"> <li>- The automated payment systems are unavailable due to system outages.</li> <li>- At the time payment is made, the customer agrees to sign up for automatic bill payment.</li> <li>- Payment is taken for a deposit.</li> <li>- The payment is for a Government account.</li> </ul>					
<p>2. <i>Rates and Charges</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="text-align: center;"><u>Nonrecurring Charge</u></td> </tr> <tr> <td style="padding-left: 40px;">Convenience Fee, per occurrence</td> <td style="text-align: center;">\$4.50</td> </tr> </table>		<u>Nonrecurring Charge</u>	Convenience Fee, per occurrence	\$4.50	
	<u>Nonrecurring Charge</u>				
Convenience Fee, per occurrence	\$4.50				

## V. TAXES, FEES AND SURCHARGES

<p><b>A. <u>Taxes, Fees and Surcharges</u></b></p> <p>1. <i>Territory</i></p> <p>All exchanges as defined on the exchange area maps contained in the Exchange &amp; Network Services Tariff.</p>							
<p>2. <i>General</i></p> <p>a. The Company may recover the OPUC fee as a separate line item on customers' bills.</p>							
<p>b. The aggregate amount of all business or occupation taxes, license, franchise or operating permit fees, or other similar exactions imposed on the Company by a city or other local taxing agency will be billed pro rata to customers whose services are located within the city's corporate limits.</p>							
<p>c. When the Company makes prorated charges as herein provided, such amounts will be separately stated on and added to the customer's regular billings.</p>							
<p><b>B. <u>Facility Fee</u></b></p> <p>1. <i>General</i></p> <p>This charge is for the recovery of network facility costs incurred in complying with mandates from City, County, State or Federal authorities, or any other government entity of any kind. The charge will apply to end user accounts who obtain local exchange service from the Telephone Company under its Local Exchange Tariff and/or Price List. The surcharge will be billed monthly per account.</p>							
<p>2. <i>Regulations</i></p> <p>a. Surcharge will be assessed at the time of billing.</p>							
<p>b. There will be no discounts for vacation, seasonal or temporary suspension of service.</p>							
<p>3. <i>Rates and Charges</i></p> <table style="width: 100%; margin-top: 20px;"> <tr> <td style="width: 70%;"></td> <td style="text-align: right; vertical-align: bottom;"><u>Monthly Rate Per Account</u></td> </tr> <tr> <td style="padding-left: 20px;">Business</td> <td style="text-align: right; vertical-align: bottom;">\$1.50</td> </tr> <tr> <td style="padding-left: 20px;">Residence</td> <td style="text-align: right; vertical-align: bottom;">1.50</td> </tr> </table>		<u>Monthly Rate Per Account</u>	Business	\$1.50	Residence	1.50	
	<u>Monthly Rate Per Account</u>						
Business	\$1.50						
Residence	1.50						

## VI. DISCONTINUED SERVICE

Farmer Line Service: <sup>8</sup>	
<b>A. <u>Territory</u></b> Available in the Cave Junction and Selma exchanges as defined in tariffed exchange area maps.	
<b>B. <u>Rates and Charges</u></b>  Each farmer line member	<u>Rate Per Month</u>  \$5.61
The above rate does not include the EAS Increments (See Section III.).	
<b>C. <u>Conditions</u></b>  1. This service provides for the connection of facilities owned and maintained by a customer or group of customers with the facilities of the Company. The Company will not provide such a connection if it is prepared to provide telephone service in the same area.	
2. The Company will provide, own and maintain all lines and facilities used to furnish farmer line service to the boundary of the exchange area or designated point beyond; and the customer will provide, own and maintain all lines and facilities beyond that point.	
3. The connection of farmer lines with the Company facilities will be made at a point determined by the Company beyond a predetermined geographic area which would normally serve the area where the farmer lines are located. The entire farmer line must be located outside this predetermined area, but within the exchange or contiguous unfilled territory.	
4. A farmer line is subject to the Company's regulations with regard to treatment for non-payment of bills.	
5. The farmer line must be maintained in accordance with the standards of the Company.	
6. Farmer line service is furnished in accordance with the standards of the Company.	
7. Each farmer line service customer will be allowed one directory listing.	

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<sup>8</sup> Farmer line service will no longer be offered to new customers after May 1, 1981.