

**COMPETITIVE LOCAL CARRIER**

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# TARIFF SCHEDULE

Applicable to

## TELEPHONE SERVICE

of

**SUREWEST TELEPHONE**

dba

**SUREWEST BROADBAND**

(Name of Utility)

**U-1015-C**

(Utility Code)

**P.O. Box 969, Roseville, California 95661.0969**

(Mailing Address)

Operating In or Near

**Placer, Sacramento and Yolo Counties**

This tariff schedule has been regularly filed with the Public Utilities Commission of the State of California and are the effective rates and rules of this Utility.

Service will be furnished in accordance with this tariff schedule and no officer, employee, or representative of the utility has any authority to waive, alter or amend this tariff schedule or any part thereof in any respect.

(Continued)

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	Issued By	Date Filed <b><u>SEP 11 2009</u></b>
Advice Letter No. <b><u>1791-CLEC</u></b>	Steve C. Oldham	Effective <b><u>JAN 01 2010</u></b>
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**COMPETITIVE LOCAL CARRIER**

LIST OF EFFECTIVE SHEETS

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CS B	1st	23	Original	46	Original	65	Original
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				63	1st	89	Original
				64	1st		

\*New or revised sheet.

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92	Original						
93	Original						
94	Original						
95	Original						
96	Original						
97	Original						
98	Original						
99	Original						
<b>100 *</b>	<b>Original</b>						

\*New or revised sheet.

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1. PRELIMINARY STATEMENT

1.1 GENERAL INFORMATION

This tariff sets forth rates, charges and rules of SureWest Telephone dba SureWest Broadband (the "Company" or "Utility") applicable to the provision of competitive local exchange service within the State of California to Customers located in exchange areas served by Pacific Bell, GTE California, Inc., and Citizens Telecommunications Company, for matters which are required to be tarified and are subject to the jurisdiction of the California Public Utilities Commission ("Commission"), including basic residential service, 911, LifeLine, and other obligations under state and federal law, or under Commission decisions and orders.

Generally available rates, terms and conditions for services which are not described in this tariff can be found in the unfiled Service Guide available at [www.surewest.com/regulatory](http://www.surewest.com/regulatory).

The Company has been authorized by the California Public Utilities Commission (CPUC) to provide competitive local exchange service as a reseller and facilities based carrier, and offers these services on a full-period, 24 hour, round-the-clock basis.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the CPUC.

1.2 APPLICATION OF TARIFF

This tariff applies only for the use of Company's services for communications between points within the State of California; this includes the use of company's network (a) to complete an end-to-end intrastate communications; (b) by other service providers to originate and terminate intrastate communications; and (c) by Customers to obtain access to the intrastate services offered by other service providers.

The rates specified throughout the tariff for different carriers are the rates applicable in that carrier's serving territory for the Company's customers.

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1. PRELIMINARY STATEMENT - (Cont'd)

1.3 AVAILABILITY OF TARIFF AND DETARIFFED SERVICE GUIDE

TARIFF SCHEDULES. Downloadable copies of the effective Schedules of the Company, which have been approved by the Commission, may be obtained at no charge at [www.surewest.com/regulatory](http://www.surewest.com/regulatory), under the heading of "Effective Tariffs."

Hard copies of effective Schedules of the Company, which have been approved by the Commission, may be obtained at a charge by writing to the Company at the address listed on the title page of this Tariff.

DETARIFFED SERVICE GUIDE. Services formerly tariffed in this schedule and now offered on a detariffed basis pursuant to Commission Decision No. 07-09-018, are located in the SureWest Telephone-CLEC Service Guide, available at [www.surewest.com/regulatory](http://www.surewest.com/regulatory), under the heading of "Service Guides."

1.4 SYMBOLS USED IN THIS TARIFF

When a revised tariff sheet is filed by the Company, attention will be directed to the current revision(s) by a symbol at the right hand margin of the tariff sheet utilizing the following symbols, as appropriate:

- (C) To signify changed listing, rule, or condition, which may affect a rate, charge, term, or condition
- (D) To signify discontinued material, including a listing, rate, charge, rule, or condition
- (I) To signify a rate or charge increase.
- (L) To signify material relocated to another part of tariff schedules with no change in text
- (N) To signify new material including a listing, rate, charge, rule, or condition
- (R) To signify a rate or charge reduction
- (T) To signify textual change that does not affect a rate, charge, term, or condition

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1. PRELIMINARY STATEMENT - (Cont'd)

1.5 SERVICE AREA MAP

The Company has been authorized by the CPUC to provide competitive local exchange service within the areas of the State of California identified on the following map, which depicts the total combined service areas of Pacific Bell, GTE California, Inc., and Citizens Telecommunications Company as shown on the CPUC Telephone Exchange Map revised 2/94.

(Map of California)



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1. PRELIMINARY STATEMENT - (Cont'd)

1.6 TAXES AND SURCHARGES

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

(A) CPUC REIMBURSEMENT FEE: \*

Pursuant to CPUC Resolution M-4789, the Company will apply this surcharge to each Customer bill, in compliance with CPUC directives determined annually by the CPUC. This surcharge represents a user fee intended to reimburse the CPUC for the cost of regulating all certificated utilities.

(B) SURCHARGE TO FUND CALIFORNIA RELAY SERVICE AND COMMUNICATIONS DEVICES: \*

This surcharge is in compliance with CPUC Resolution T-13005, which established a program to distribute telecommunications devices for the deaf and established a dual-party relay service program for hard-of-hearing and deaf people in California, as amended by Resolutions T-16379 and T-16403. The surcharge is applied monthly to all intrastate tariffed services not exempt from the surcharge. This surcharge will be identified on the Customer's billing statement as the "California Relay Service and Communications Devices Fund."

(C) SURCHARGE TO FUND UNIVERSAL LIFELINE TELEPHONE SERVICE (ULTS): \*

Pursuant to Resolution T-16412 this surcharge will be applied to all surchargeable intrastate services billings rendered on or after January 1, 2001. This surcharge will be identified on the Customer's billing statement as the "Universal LifeLine Telephone Service Surcharge."

\* Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates and the CPUC Reimbursement Fee rate to all intrastate services, adjusted for those billing exemptions that apply specifically to Public Program surcharges and separately for other billing exemptions that apply specifically to the Reimbursement Fee. For the Public Program surcharges and Reimbursement Fees, please refer to the Pacific Bell Telephone Company (d.b.a. AT&T California) tariff, Section A2, General Regulations.

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1. PRELIMINARY STATEMENT - (Cont'd)

1.6 TAXES AND SURCHARGES - (Cont'd)

(D) CALIFORNIA HIGH COST FUND B: \*

This surcharge will be imposed on all intrastate services to fund the California High Cost Fund program in compliance with CPUC Decision 96-10-066. This surcharge will be applied to each Customer's monthly bill and will be identified as the California High Cost Fund B Surcharge."

(E) CALIFORNIA TELECONNECT FUND: \*

This surcharge will be imposed on all intrastate services for the purpose of funding discounts for telecommunications services to qualifying schools, libraries, hospitals, health clinics and community based organizations in compliance with CPUC Decision 96-10-066. This surcharge will be applied to each customer's monthly bill and will be identified as "Teleconnect Fund Surcharge."

(F) CALIFORNIA HIGH COST FUND A: \*

This surcharge will be imposed on all intrastate services to fund the California High Cost Fund program in compliance with CPUC Decision 94-09-065. This surcharge will be applied to each Customer's monthly bill and will be identified as the California High Cost Fund A Surcharge.

(G) SURCHARGE TO FUND TELECOMMUNICATIONS DEVICES FOR THE DEAF (TDD) PLACEMENT INTERIM COMMITTEE (TPIC):

Surcharge to fund the placement of telecommunications devices capable of servicing the needs of the deaf or hearing impaired in existing buildings and public accommodations. The TPIC is funded by an incremental percentage from the Deaf and Disabled Telecommunications Program (DDTP) surcharge, which applies to all regulated end-user recurring and non-recurring rates and charges for intrastate service both within a service area and between service areas.

\* Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates and the CPUC Reimbursement Fee rate to all intrastate services, adjusted for those billing exemptions that apply specifically to Public Program surcharges and separately for other billing exemptions that apply specifically to the Reimbursement Fee. For the Public Program surcharges and Reimbursement Fees, please refer to the Pacific Bell Telephone Company (d.b.a. AT&T California) tariff, Section A2, General Regulations.

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**COMPETITIVE LOCAL CARRIER**

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1. PRELIMINARY STATEMENT - (Cont'd)

1.7 BASIC AND OPTIONAL SERVICE CHOICES

For rates, charges, terms, conditions, and description of service, see Schedules listed below. These services can be added, changed or canceled at any time by contacting the Company at 916-780-8000.

Generally available rates, terms and conditions for services not described in this tariff can be found in the unfiled Service Guide available at [www.surewest.com/regulatory](http://www.surewest.com/regulatory).

(A) LOCAL EXCHANGE SERVICES AND FUNCTIONAL EQUIVALENT

<u>Service</u>	<u>Tariff Section.</u> <sup>1</sup>
(1) Associated Surcharges and Taxes as mandated by regulation or law:	1.6
California High Cost Fund A	1.6(F)
California High Cost Fund B	1.6(D)
California Relay Service and Communications Devices	1.6(B)
California Teleconnect Fund	1.6(E)
CPUC Reimbursement Fee	1.6(A)
Emergency Telephone Users Surcharge	Not Tariffed <sup>2</sup>
Federal Excise Tax	Not Tariffed <sup>3</sup>
Telecommunications Devices for the Deaf Placement	
Interim Committee (TPIC):	1.6(G)
Universal Service Lifeline Telephone Service	1.6(C)
(2) Network Access Lines <sup>4</sup>	3.2
(4) Universal LifeLine Telephone Service <sup>4</sup>	5.1.3

<sup>1</sup> For specific tariff sheets, please refer to the Table of Contents.

<sup>2</sup> Emergency Telephone Users Surcharge information can be found at [www.boe.ca.gov](http://www.boe.ca.gov). Click on Special Tax Programs and then click on Emergency Telephone Users Surcharge under Excise Taxes Division. The toll-free phone number is 1-800-400-7115.

<sup>3</sup> Federal Excise Tax information can be found at [www.irs.gov](http://www.irs.gov) by typing "federal excise tax" into the Forms and Publications Finder window, clicking on Instruction 720 and reading the Communications Tax section. The IRS toll-free number is 1-800-829-1040.

<sup>4</sup> Includes local calling area and an alphabetical listing in the local telephone directory.

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**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS

2.1 RULES

The following Rules for services in other LEC exchanges such as disputed bill procedure, deposit policies and procedures for termination service are described in the tariff schedule indicated next to that rule.

2.1.1 RULE 1 - DEFINITIONS

All definitions relating to SureWest Broadband are described in SureWest Telephone's tariff Schedule Cal. P.U.C. 1-L, section 2.1.1, and are applicable to this tariff schedule.

2.1.2 RULE 2 - DESCRIPTION OF SERVICE AND UNDERTAKING OF THE COMPANY

The Company undertakes to furnish exchange access service to business and residence customers pursuant to the terms of this tariff.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.3 RULE 3 - AVAILABILITY OF SERVICE

(A) SHORTAGE OF EQUIPMENT OR FACILITIES

The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

(Continued)

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**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.3 RULE 3 - AVAILABILITY OF SERVICE – (Cont'd)

(B) NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual customer but may affect many customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.4 RULE 4 - RESPONSIBILITY AND OBLIGATIONS OF THE COMPANY FOR PROVISION OF EQUIPMENT AND FACILITIES

- (A) The Company shall use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

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**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.4 RULE 4 - RESPONSIBILITY AND OBLIGATIONS OF THE COMPANY FOR PROVISION OF EQUIPMENT AND FACILITIES – (Cont'd)

- (D) Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility the Company shall not be responsible for:
  - (1) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment.

2.1.5 RULE 5 - RESPONSIBILITIES AND OBLIGATIONS OF THE CUSTOMER

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and CPUC regulations, policies, orders and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.5 RULE 5 - RESPONSIBILITIES AND OBLIGATIONS OF THE CUSTOMER – (Cont'd)

- (D) A customer, joint user or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.
- (E) The Customer shall be responsible for:
- (1) Payment of all applicable charges pursuant to this tariff;
  - (2) Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
  - (3) Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the Customer's premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
  - (4) Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in paragraph (E)(3) above; any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the cost of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.5 RULE 5 - RESPONSIBILITIES AND OBLIGATIONS OF THE  
CUSTOMER – (Cont'd)

- (5) Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment; the Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company; the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (6) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under paragraph (E)(4) above; and granting or obtaining permission for Company agents or employees to enter the premises of the cost at any time for the purpose of installing, inspecting, maintaining, repairing or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (7) Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (8) Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer; no allowance will be made for the period during which service is interrupted for such purposes.

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Decision No. <u><b>04-05-057</b></u>	<u>President - CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.6 RULE 6 - LIMITATIONS OF LIABILITY

Limitations of Liability for services shall be consistent with the specifications in SureWest Telephone's tariff Schedule Cal. P.U.C. 1-L, Section 2.1.24.

2.1.7 RULE 7 – CONTRACTS AND MINIMUM CONTRACT PERIOD

Contracts for services shall be consistent with the specifications in SureWest Telephone's tariff Schedule Cal. P.U.C. 1-L, Section 2.1.4.

2.1.8 RULE 8 - APPLICATION FOR SERVICE

Application for Service shall be consistent with the specifications in SureWest Telephone's tariff Schedule Cal. P.U.C. 1-L, Section 2.1.3.

2.1.9 RULE 9 - ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

Establishment and re-establishment of credit for services shall be consistent with the specifications in SureWest Telephone's tariff Schedule Cal. P.U.C. 1-L, Section 2.1.6.

2.1.10 RULE 10 - ADVANCE PAYMENTS AND DEPOSITS

Advance payments and deposits for services shall be consistent with the specifications in SureWest Telephone's tariff Schedule Cal. P.U.C. No. 1-L, Section 2.1.7.

2.1.11 RULE 11 - RENDERING AND PAYMENT OF CHARGES

Rendering and payment of bills for services shall be consistent with the specifications in SureWest Telephone's tariff Schedule Cal. P.U.C. No. 1-L, Section 2.1.9. The three (3) month limit to back billing is not applicable to services in SureWest Broadband exchanges.

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.12 RULE 12 - CANCELLATION OF APPLICATION FOR SERVICE

Cancellation Application for Service shall be consistent with the specifications in SureWest Telephone's tariff Schedule Cal. P.U.C. A1-L, section 2.1.3(B).

2.1.13 RULE 13 - RESERVED

2.1.14 RULE 14 - DISCONTINUANCE AND RESTORATION OF SERVICE

Discontinuance and Restoration of Service shall be consistent with the specifications in SureWest Telephone's tariff Schedule Cal. P.U.C. 1-L, section 2.1.11 and Schedule Cal. P.U.C. 1-L, section 2.1.21.

2.1.15 RULE 15 - CUSTOMER REQUESTED CHANGES IN SERVICE

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.1.16 RULE 16 - OWNERSHIP OF FACILITIES

Title to all facilities provided in accordance with this tariff remains with the Company, its agents or contractors.

2.1.17 RULE 17 - NON-ROUTINE INSTALLATION AND SPECIAL CONSTRUCTION

(A) NON-ROUTINE INSTALLATION

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

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**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.17 RULE 17 - NON-ROUTINE INSTALLATION AND SPECIAL CONSTRUCTION – (Cont'd)

(B) SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Requests for special construction are subject to the provisions of General Order 96-B. Special construction is that construction undertaken:

- (1) Where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (2) Of a type other than that which the Company would normally utilize in the furnishing of its services;
- (3) Over a route other than that which the Company would normally utilize in the furnishing of its services;
- (4) In a quantity greater than that which the Company would normally construct;
- (5) On an expedited basis;
- (6) On a temporary basis until permanent facilities are available;
- (7) Involving abnormal costs; or
- (8) In advance of its normal construction.

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**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.18 RULE 18 - CUSTOMER EQUIPMENT AND CHANNELS

(A) GENERAL

A customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A customer may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

(B) STATION EQUIPMENT

- (1) Terminal equipment on the Customer's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Local Loop Demarcation Point, as described in Rule 28.
- (2) The Customer is responsible for ensuring that customer provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

(C) INTERCONNECTION OF FACILITIES

- (1) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

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**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.18 RULE 18 - CUSTOMER EQUIPMENT AND CHANNELS - (Cont'd)

(C) INTERCONNECTION OF FACILITIES - (Cont'd)

- (2) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (3) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.
- (4) Customers may interconnect communications that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

(D) INSPECTIONS

- (1) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Paragraph (D)(2) below, for the installation, operation, and maintenance of customer-provided facilities, equipment, and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.

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**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.18 RULE 18 - CUSTOMER EQUIPMENT AND CHANNELS - (Cont'd)

(D) INSPECTIONS – (Cont'd)

- (2) If the protective requirements for customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.1.19 RULE 19 - SERVICE INTERRUPTIONS

Service Interruptions shall be consistent with the specifications in SureWest Telephone's tariff Schedule Cal. P.U.C. 1-L, Section 2.1.24.

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**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.20 RULE 20 - USE OF CUSTOMER'S SERVICE BY OTHERS

(A) RESALE AND SHARING

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or CPUC regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

(B) JOINT USE ARRANGEMENTS

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to this tariff. For each joint use arrangement, one member will be designated as the customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.21 RULE 21 - OPERATOR SERVICES

- (A) The Company will enforce the following operator service rules. A provider of intrastate operator assisted communications services must:
- (1) Identify itself at the time the end-user accesses its services;
  - (2) Upon request, quote all rates and charges for its services to the end-user accessing its system;
  - (3) Arrange to have posted in plain view at each telephone location which automatically access the operator service provider's network and where its service are made available to the public or transient end-users:
    - (a) The operator service provider's name and address;
    - (b) Bill and service dispute calling information including the operator service provider's dispute resolution telephone number;
    - (c) Clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative to the end-user and
    - (d) Notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.
  - (4) In instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
  - (5) In the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges before any charges are incurred.

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**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.21 RULE 21 - OPERATOR SERVICES - (Cont'd)

(B) The Company will comply with the following provisions:

(1) Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

(C) Operator service providers are required to post an operator service consumer information notice at all aggregator locations. Violation of this requirement could result in disconnection of service.

2.1.22 RULE 22 - TRANSFERS AND ASSIGNMENTS

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.1.23 RULE 23 - NOTICES AND COMMUNICATIONS

Notices and Communications shall be consistent with the specifications in SureWest Telephone's tariff Schedule Cal. P.U.C. 1-L, Section 2.1.8.

2.1.24 RULE 24 - DISPUTED BILL PROCEDURE

Disputed bills shall be consistent with the specifications in SureWest Telephone's tariff Schedule Cal. P.U.C. 1-L, Section 2.1.10.

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Advice Letter No. <u>1791-CLEC</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President - CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.25 RULE 25 - SPECIAL INFORMATION REQUIRED ON FORMS

Special Information shall be consistent with the specifications in SureWestTelephone's tariff Schedule Cal. P.U.C. 1-L, Section 2.1.5.

2.1.26 RULE 26 - CHANGE OF SERVICE PROVIDERS

Solicitation of customer authorization for service termination and transfer and unauthorized termination and transfer.

Solicitations shall be subject to the Consumer Protection Rules as set forth by the California Public Utilities Commission.

2.1.27 RULE 27 - PRIVACY

The release by the Company of non-public customer information is restricted by the decisions and regulations promulgated by the CPUC as well as the California Public Utilities Code, specifically Decision 92860, as modified, and Public Utilities Code Sections 2891, 2891.1, and 2893. In compliance with the statutes and regulations, the Company requires a Customer's written consent before it will release to third parties information regarding the Customer's calling patterns, telephone numbers called, credit or other financial information, the services purchased by residential Customers from either the Company or information service providers that are not affiliated with the Company, and demographic information which is desegregated sufficiently to permit identification of the individual Customer.

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

(Continued)

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**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.27 RULE 27 – PRIVACY – (Cont'd)

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

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

*APPENDIX "B"*

*Release of Credit Information and Calling Records*

A. *Definitions*

1.

*Credit Information*

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

(Continued)

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**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.27 RULE 27 - PRIVACY - (Cont'd)

2. *Calling Records*

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

B. *Release of Subscriber Credit Information and Calling Records*

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

1. *Upon receipt of a search warrant obtained pursuant to California or federal law; or*
2. *Upon making a return to a subpoena or subpoena duces tecum, when in fact authorized by a state or federal judge to divulge the information or records.*
3. *In the case of civil or administrative subpoenas, upon notifying the subscriber that a subpoena has issued and affording that subscriber at least ten days to move to quash the subpoena; or*
4. *Upon receiving permission of the subscriber to release the information.*

C. *Notification to the Subscriber*

1. *Except as provided below, the subscriber whose credit information or calling records are requested by judicial subpoena or search warrant shall be notified by the utility by telephone the same day that the subpoena or search warrant is received (only one attempt by telephone is necessary.)*
2. *Both oral and written notification shall state that a judicial subpoena or search warrant was received for credit information or calling records for the specified dates and telephone numbers, and provide the name of the agency making the request.*

(Continued)

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.27 RULE 27 - PRIVACY - (Cont'd)

*D. Deferral of Notification*

1. *Notification to the subscriber will be deferred, and no disclosure made for a period of 90 days if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is probable cause to believe notification to the subscriber would impede the investigation of an offense pursuant to which the subpoena or warrant was issued. Upon making return to the court a subpoena, the telephone utility shall request instruction from the court whether it should notify the subscriber of its receipt of the subpoena before divulging the information or records requested.*
2. *The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the subscriber would impede the investigation of an offense pursuant to which the subpoena or warrant was issued.*
3. *Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, be another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling record has been obtained.*
4. *Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the subscriber in accordance with (C) above.*

*E. Exception to procedure for Release of Credit and Calling Records*

1. *The procedure set forth above does not apply where the requester is a collection agency working for the utility on the subscriber's account or is an independent telephone company or Bell Company.*

*F. Retention of Records*

1. *Records of request for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year from the date on which the subscriber is notified in writing of the request. A copy of the letter of notification which was sent to the subscriber shall also be retained for a like period of one year.*

(Continued)

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.28 RULE 28 - DEMARCATION POINTS

Demarcation Points shall be consistent with the specifications in SureWest Telephone's tariff Schedule Cal. P.U.C. A2.1.18 and Schedule Cal. P.U.C. A2.1.25.

2.1.29 RULE 29 - NON PUBLISHED SERVICE; RELEASE OF INFORMATION

Non-Published Service and Release of Information shall be consistent with the specifications in SureWest Telephone's tariff Schedule Cal. P.U.C. A2.1.28.

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.30 RULE 30 - EQUAL ACCESS

(A) CONDITIONS APPLICABLE TO COMPANY'S RETAIL CUSTOMERS

- (1) Customers with access numbers activated on the Company's system may select an interexchange carrier or carriers obtaining equal access service from the Company, referred to herein as a participating interexchange carrier ("PIC"). A customer shall select a PIC for all interLATA service and intraLATA service beyond Zone 3.
- (2) A customer's initial PIC selection and one PIC change made on or before 90 days from service activation will be free of charge to the Customer. Any additional PIC change will be subject to a Change in Service Charge. A customer's initial selection of "no carrier" will be considered a PIC selection for administrative purposes.

A customer may choose one PIC for its interLATA service and a different PIC for its intraLATA service beyond Zone 3. In the alternative, a customer may choose the same PIC for both interLATA and intraLATA service beyond Zone 3.

- (3) If the Customer does not make a PIC selection within 90 days of service activation, the Company will assign SureWest Broadband Services (U 1015 C) as the Customer's long distance carrier for intraLATA services.
- (4) Customers waive any right to nondisclosure of a customer's name and address whenever a long distance carrier other than the one to which a Customer's access number is presubscribed is accessed by a user dialing a carrier specific 10XXX code.

(B) CONDITIONS APPLICABLE TO PARTICIPATING LONG DISTANCE CARRIERS

- (1) Each PIC receiving non-published customer information for billing, service or allocation purposes shall not use it for any other purpose. Such confidential information may not be released by the PIC to any other person or entity.

(Continued)

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**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.31 RULE 31 - INFORMATION SERVICES CALL BLOCKING

Information Services Call Blocking (ISCB) is a Central Office call blocking service ISCB which allows the Company's single-party residential and business customers the option to block directly dialed, Company operator-assisted and Company operator entered billing calls originating from their telephones to Pacific Bell California 976 and Pacific Bell California 900 numbers within California and to 900 Interexchange Carrier Service numbers (900 IEC).

There will be no charge to customers requesting ISCB on their initial order. Business customers requesting ISCB to be added or removed from existing service will be charged \$15.00 per line. Residence customers will be billed \$5.00 per line to remove ISCB from existing lines.

ISCB will be disconnected only if the customer makes a written request to the Company's Business Office to cancel the service or if the customer disconnects their telephone service. The customer will be charged as described above.

The Company shall make a one-time adjustment for Pacific Bell California 976, Pacific Bell California 900 or 900 IEC charges per customer account if it is established that: 1) the calls were made by the customer's minor children without parental consent, 2) the calls were not authorized by the customer or 3) the customer was not aware that associated service charges applied.

A customer may request an adjustment within 60 days of the bill date on the bill in question. The customer will be informed of the availability of ISCB at the time of the adjustment. If the customer elects to have ISCB installed, contested Pacific Bell California 976, Pacific Bell California 900 or 900 IEC charges will be adjusted to the date blocking is placed on the customer's line.

The Company will not disconnect local service for non-payment of Pacific Bell California 976, Pacific Bell California 900 or 900 IEC charges. The Company will inform the customer, by mail, of financial responsibility for Information Charges and that if they are not paid, the Utility will equip the customer's line(s) with Information Services Call Blocking (ISCB).

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**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.31 RULE 31 - INFORMATION SERVICES CALL BLOCKING - (Cont'd)

The Company will temporarily block access to Pacific Bell California 976, Pacific Bell California 900 and 900 IEC if the customer exceeds \$150.00 in Pacific Bell California 900 and 900 IEC charges and the Company is unable to contact the customer. Once the Utility has contacted the customer, the blocking will be removed at the customer's request at no additional charge.

Blocking access to Pacific Bell California 976, Pacific Bell California 900 and 900 IEC is offered to all subscribers at no charge at the time telephone service is established at a new number and for 60 days thereafter.

(Continued)

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.32 RULE 32 – MONITORING OF TELEPHONE CONVERSATIONS

(A) ADEQUATE NOTICE

Any telephone service furnished under the Utility's tariffs and used by a customer, their employee or agent, to overhear or observe any telephone conversation, to which they are not a party, over any part of the exchange and toll network, requires that adequate notice be given to all parties to the telephone conversation that the conversation is being overheard, observed, or recorded. Such adequate notice shall be given by:

- (1) A tone warning device known as "beep tone" which automatically produces a distinct signal audible to all parties to a telephone conversation; or
- (2) By verbal announcement by the operator of monitoring equipment to the parties to a communication that their communication is being monitored; or
- (3) By a telephone instrument transmitter which is operationally connected to the communication circuit being monitored and which acoustically, mechanically, electrically or otherwise has not been designed, modified, desensitized or located with the intent of eliminating notice or monitoring or interception, with the exception that minimization of transmission losses will be permitted; or
- (4) By an Interactive Voice Recording (IVR) message when a customer calls the Utility's customer service office. The IVR message will inform customers that the call may be monitored or recorded for quality assurance purposes and will allow a customer to opt-out of having the call monitored or recorded.

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2. GENERAL REGULATIONS - (Cont'd)

2.1 RULES - (Cont'd)

2.1.32 RULE 32 – MONITORING OF TELEPHONE CONVERSATIONS –  
(Cont'd)

(B) CUSTOMER NOTIFICATION

The Utility shall notify the customer when it has learned of monitoring which does not use one of the authorized methods of providing notice. Unless the customer will discontinue such use, the Utility shall discontinue service for noncompliance with this rule if, after written notice of at least five (5) days, the customer has not initiated compliance with such notice. The written notice shall advise the customer of the intention to discontinue, the reasons for the discontinuance, and the steps which must be taken to avoid discontinuance. The written notice shall also advise the customer of the provision in (C) following.

(C) DISPUTES

In the event of a dispute between the Utility and the customer as to whether the customer is in fact in violation of the provisions of this tariff schedule, or if a customer desires special relief from those provisions by reason of special hardship or impossibility of compliance, the customer may file a formal complaint with the California Public Utilities Commission in the manner provided under the Commission's "Rules of Practice and Procedure." During the period the complaint is pending before the Commission, the Utility shall not discontinue service for noncompliance.

(D) INDEMNITY

The customer releases, indemnifies and holds the Utility harmless from any and all loss, claims, or demand, or any liability whatsoever, whether suffered or asserted by the customer or by any other person, which arise directly or indirectly from the actions taken by the Utility to enforce this rule.

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2. GENERAL REGULATIONS - (Cont'd)

2.2 FORMS

2.2.1 LIST OF FORMS

<u>Matter</u>	<u>Number</u>	<u>Sheet</u> <u>Subject</u>
(A) COLLECT AND THIRD NUMBER .....	BLOCKING AUTHORIZATION 40	
(B).....	EXCHANGE SERVICE BILL - ..... 41	REMINDER NOTICE
(C) GUARANTY.....	42	
(D) MONTHLY BILL AND TOLL STATEMENT.....	43	
(E) TOLL RESTRICTION AGREEMENT.....	45	
(F) RESERVED .....	46	
(G) RESERVED .....	47	
(H) SUPERSEDURE .....	48	
(I) SUPERTRUNK PRIVATE CONFIRMATION LETTER	49	
(J) SUPERTRUNK DISPLAY CONFIRMATION LETTER .....	50	

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2. GENERAL REGULATIONS - (Cont'd)

2.2. FORMS - (Cont'd)

2.2.2 SAMPLE FORMS

(A) COLLECT AND THIRD NUMBER BLOCKING AUTHORIZATION



This authorizes **SureWest Broadband** to restrict billing of **Third Number Calls** and/or **Collect Calls** to the telephone numbers listed below.

\_\_\_\_\_

\_\_\_\_\_

The blocking was added per your recent request. It is necessary to return this form, signed and dated, for the blocking to remain in effect.

Checked below is the type of blocking that has been arranged. If there are any questions, please call our office at 916.780.8000 or 877.655.7563.

**Collect Call Blocking** - disallows billing of collect calls to above listed telephone number(s)

\_\_\_\_\_

**Third Number Call Blocking** - disallows third number billing to above listed telephone number(s)

\_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

(Continued)

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**COMPETITIVE LOCAL CARRIER**

2. GENERAL REGULATIONS - (Cont'd)

2.2. FORMS - (Cont'd)

2.2.2 SAMPLE FORMS - (Cont'd)

(B) EXCHANGE SERVICE BILL - REMINDER NOTICE


SUREWEST P.O. BOX 969 ROSEVILLE, CA 95678	
<b>REMINDER NOTICE</b>	
CUSTOMER NAME	ACCOUNT ID: <NUMBER>
CUSTOMER ADDRESS	DATE MAILED: <DATE>
	TOTAL AMOUNT DUE: <AMOUNT>
<p>The payment for your account has not been received up to the time of mailing this notice. Please disregard this notice if full payment has since been made.</p> <p>You are responsible for the payment of all charges on your bill and payment is now past due.</p> <p><b>It is important to know that failure to pay the amount designated as Basic Service and Related Charges as stated on your bill by &lt;DATE&gt; may result in the disconnection of telephone service.</b> If your service is disconnected for non-payment, you will be required to pay the past due amount and a reconnection fee for each line before service is restored. You may also be required to pay a deposit.</p> <p>Other services, such as Digital TV, Digital Phone, data, custom calling features and/or the ability to make Long Distance calls may be cancelled or restricted if the total amount due is not paid. In addition we may also take other action to collect unpaid accounts.</p> <p>If you do not pay your Basic Service and related Charges, this will result in a temporary fifteen (15) day interruption of your telephone service. After that time, your telephone service will be disconnected for non-payment. You will continue to have access to 9-1-1 for emergency situations to the extent permitted by our existing technology or facilities. Do not call 9-1-1 regarding your bill or services.</p> <p>To make payments you may use one of the following methods: &gt; On-Line at <a href="http://www.surewest.com/billpay">www.surewest.com/billpay</a> to pay by check, credit card or to set up automatic, monthly recurring payments. &gt; Call our 24 hour payment line at 1-800-640-9549 for payment by credit card. &gt; Contact us directly at 1-800-232-4020 or 916-786-1137 Monday through Friday, 8 AM to 6 PM.</p> <p>Caution: After 15 days from the date of interruption, your service will be permanently disconnected unless we agree to special arrangements made by you. If payment and/or deposit are not made within 15 days from the date of temporary interruption, your phone service will be disconnected, but you will continue to have access to 9-1-1 to the extent permitted by our existing technology or facilities. Also, please note, installation charges for re-establishing service if permanently disconnected are more than the restoral charge.</p>	
----- PLEASE DETACH AND RETURN WITH YOUR PAYMENT	
Please make check or money order payable to <b>SureWest</b> and put your account number on the check.	<b>Mailed Date</b> <DATE> <b>Account ID</b> <NUMBER> <b>TOTAL DUE</b> :<AMOUNT>
<input type="checkbox"/> Check for change of address (see reverse)	Amount Enclosed: _____
<b>SureWest</b> P.O. Box 30697 Los Angeles, CA 90030-0697	<NAME> <ADDRESS>
00001230400005000000000678998	

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**COMPETITIVE LOCAL CARRIER**

- 2. GENERAL REGULATIONS - (Cont'd)
- 2.2. FORMS - (Cont'd)
- 2.2.2 SAMPLE FORMS - (Cont'd)
- (C) GUARANTEE



**GUARANTY**  
**IN CONNECTION WITH APPLICATION FOR TELEPHONE SERVICE**

In consideration of SureWest Broadband furnishing telephone service to the applicant at the address shown below or at any other address to which the applicant's telephone service may be moved within the same exchange, I, the undersigned guarantor, hereby guarantee the payment of all amounts due on account.

I hereby agree to pay to SureWest Broadband the full amount of any sum, up to the guaranteed deposit amount, due on account of or in connection with telephone service so furnished the applicant in the event the applicant fails to do so in accordance with the Company's Rules.

I hereby agree to guarantee account for a minimum of one year from the date the service is established.

I understand that the length of the guarantee may exceed one year if the applicant's service is temporarily disconnected for any reason within one year of the service being established.

I agree to guarantee service until the applicant's service has gone one consecutive year without a temporary disconnect.

I reserve the right to discontinue as guarantor at any time, with full liability for any sum left owing up to the date of my discontinuing as guarantor, not to exceed guaranteed deposit amount.

I also hereby waive any notice of default or demand and agree that any extension of time, not to exceed 60 days from date account becomes delinquent, granted to the debtor by SureWest Broadband in no way dissolve my liability under this guarantee.

\$ \_\_\_\_\_

**GUARANTEED DEPOSIT**

_____ (Name of Applicant)	_____ (Address of Applicant)	_____ (Telephone No.)
_____ (Name of Guarantor)	_____ (Address of Guarantor)	_____ (Telephone No. of Guarantor)
_____ (Signature of Guarantor)	_____ (Date)	_____ (Effective Date)

Witness \_\_\_\_\_

guar.doc - Rev 11/98

P.O. Box 969, Roseville, CA 95678 (916) 786-6141

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**COMPETITIVE LOCAL CARRIER**

2. GENERAL REGULATIONS - (Cont'd)

2.2. FORMS - (Cont'd)

2.2.2 SAMPLE FORMS - (Cont'd)

(D) MONTHLY BILL AND TOLL STATEMENT\*

Page 1

	<<Customer Name>>	Account ID	
		Bill Date	
Account Summary	PREVIOUS CHARGES Unpaid Balance Past Due – Please Pay (If payment made, please disregard)	<AMOUNT> <AMOUNT>	
	CURRENT CHARGES SureWest	<AMOUNT>	
	CURRENT CHARGES DUE BY <<Date>>	<AMOUNT>	
	TOTAL DUE	<AMOUNT>	
Late Payment charges may apply. See Pages 2 and 3 for details.			
<p>Questions about this bill or your account? Go to <a href="http://www.surewest.com/support/">www.surewest.com/support/</a> and access information about understanding your bill from the Accounts and Billing section.</p> <p><b>For Assistance Please Contact Us At</b></p> <ul style="list-style-type: none"> <li>· Customer Care: (916) 786-6181 or 1-866-SUREWEST</li> <li>· Technical Support: 611 or (888) 639-1611</li> <li>· Online Support: <a href="http://www.surewest.com/support/">www.surewest.com/support/</a></li> </ul>			
<p>See reverse to learn how to sign up for Automatic Payments</p> <p>PLEASE DETACH AND RETURN WITH YOUR PAYMENT</p>			
<p>Please make check or money order payable to  <b>SureWest</b> and put your account number on the check.  <input type="checkbox"/> Check here and see reverse for address correction</p>		<p><b>Due Date:</b>  <b>Account ID:</b>  <b>TOTAL DUE:</b> &lt;AMOUNT&gt;</p>	
		<p><b>Amount Enclosed:</b> _____</p>	
<p><b>SureWest</b>  P.O. Box 30697  Los Angeles, CA 90030-0697</p>		<p>&lt;&lt;Customer Name&gt;&gt;  &lt;&lt;Customer Address&gt;&gt;</p>	
<p>0000001023000400000000567899</p>			

\*Description: Double sided, 8 1/2 x 11.

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2. GENERAL REGULATIONS - (Cont'd)

2.2. FORMS - (Cont'd)

2.2.2 SAMPLE FORMS - (Cont'd)

(D) MONTHLY BILL AND TOLL STATEMENT - (Cont'd)


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Advice Letter No. <u>1791-CLEC</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President - CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

 <p><b>Important Information About Your Bill</b></p> <p><b>Call Type and Rate Information</b></p> <p><b>P = Rate Period</b></p> <p>D - DAY E - EVENING W - WEEKEND N - NIGHT L - LATE NIGHT S - OVERSEAS STANDARD T - OVERSEAS DISCOUNT Y - OVERSEAS ECONOMY M - MULTIPLE RATE PERIODS I - SPECIAL INTRASTATE</p> <p><b>C = Type of Call</b></p> <p>C - CALLING CARD D - DIRECT DIAL P - PERSON TO PERSON S - OPERATOR</p>	<p><b>When to Pay Your Bill</b> Your payment is due when you receive your bill. If we do not receive your payment by the "Current Charges Due By" date shown, your account will become past due. If your payment is not received, a Reminder Notice is mailed indicating the payment must be received within seven (7) days to avoid collection action on your account. It is important to know that failure to pay the amount identified as Basic Service Amount by the due date may result in the disconnection of telephone services. Other services such as calling features and/or the ability to make Long Distance Calls may also be canceled or restricted if not paid. We may also take other action to collect unpaid accounts. If your service is disconnected for non-payment, you must pay the delinquent amount and a charge for reconnecting your service. You may also be required to pay a deposit.</p> <p><b>Late Payment Charges</b> If we do not receive your payment by your next bill date, a 1.5% SureWest late payment charge will be applied to the entire unpaid balance (less Digital TV charges), when the unpaid balance is \$20.00 or more. A SureWest Broadband flat fee of \$4.75, not to exceed a maximum monthly charge of \$14.25, will be applied to Digital TV charges greater than \$20.00 and over 60 days past due.</p> <p><b>You can make a payment by:</b></p> <ul style="list-style-type: none"> <li>➤ Mailing a check or money order to: SureWest, P. O. Box 30697, Los Angeles, CA 90030-0697.</li> <li>➤ Visiting our web site at <a href="http://www.surewest.com/billpay/">www.surewest.com/billpay/</a> for instructions on how to sign up for one time or automatic payment options. Both options are provided at no charge to the customer and credit cards and checking accounts are accepted.</li> <li>➤ Calling our automated system to make a credit card payment at 916-786-8297 or 1-800-640-9549.</li> <li>➤ Paying in person at one of our customer service centers. For your convenience, payments made after regular business hours may be left in a deposit box at select customer service centers. See the telephone directory or visit <a href="http://www.surewest.com/support/">www.surewest.com/support/</a> for address information. To ensure proper credit, please enclose the remittance form and write your account number on the check.</li> </ul> <p><b>Questions About Your Bill</b> If you have a complaint you cannot resolve with us, write the California Public Utilities Commission at Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA 94102, or at <a href="http://www.cpuc.cca.gov">www.cpuc.cca.gov</a>, or call 1-800-649-7570 or TDD 1-800-229-6846. If your complaint concerns interstate or international calling, write the Federal Communications Commission at Consumer Complaints, 445 12th Street SW, Washington, D.C. 20554, or at <a href="mailto:fccinfo@fcc.gov">fccinfo@fcc.gov</a>, or call 1-888-225-5322 or TTY 1-888-835-5322. Note: The California Public Utilities Commission handles complaints of both interstate and intrastate unauthorized carrier changes ("slamming"). The California Public Utilities Commission consumer protection rules are available online at <a href="http://www.cpuc.ca.gov">www.cpuc.ca.gov</a>.</p>	<p><b>Network Access Charges</b> If you have questions about charges for "Network Access for Interstate Calling," imposed by the Federal Communications Commission, or charges for calls to another state that you are unable to resolve with your long distance carrier, you should:</p> <ul style="list-style-type: none"> <li>➤ WRITE TO: FCC Common Carrier Bureau, Consumer Complaints, Mail Stop 1600A2, Washington, DC 20554 or</li> <li>➤ TELEPHONE: 1-888-225-5322 (Please note: This is a toll free number.)</li> </ul> <p><b>900/976 Information Service Charges - Consumer Rights</b> For 900/976 billing disputes or inquiries, please call 1-866-SUREWEST or 1-866-787-3937. You have 60 days from the date of this bill to dispute a 900/976 billing error. You have the right to withhold payment of the disputed 900/976 charges during the billing error review. No collection activity for disputed 900/976 charges will occur while the charges are under investigation. After the investigation, if it is determined that the disputed 900/976 charges are legitimate, the long distance carrier or the information provider may proceed with outside collections against your account for non-payment of those charges. Your local and long distance service cannot be disconnected for non-payment of 900/976 charges. Failure to pay legitimate 900/976 charges may result in involuntary blocking of your access to 900/976 services. Voluntary blocking or access to 900/976 service is available upon request from your local exchange carrier.</p> <p><b>Please mail all correspondence, excluding payments, to</b></p> <p>SureWest P.O. Box 969 Roseville, CA 95661-0969</p> <p>In order to learn about payment options, please refer to the section of this page titled "You can make a payment by:"</p> <p><b>Taxes and Surcharges</b> <b>Federal Tax</b> Assessed by the Federal Government. <b>Local Tax</b> Assessed on a local level, City or County <b>911 State Tax</b> California State Tax, funds Emergency 911 services <b>CPUC Funding Surcharge</b> Assists in funding the California Public Utilities Commission, which regulates utilities. <b>Surcharge to Fund California Relay Service and Communications Devices</b> Funds a special trust account which provides certified blind, deaf and disabled persons in California with special telecommunications equipment at no charge. <b>Surcharge to Fund Universal Service</b> Funds a program that enables low-income households to have basic telephone service. <b>California High Cost Fund/California Advanced Service Fund Surcharges</b> Provides funding which allows for provision of telephone and advanced service at reasonable rates to customers in outlying areas. <b>California Teleconnect Fund Surcharge</b> To fund telecommunications services for qualifying schools, libraries, hospitals, health clinics, and community based organizations at reduced rates. <b>Federal Universal Service Surcharge</b> Provides funding to help keep local telephone service rates affordable for all customers.</p>
<p><b>PLEASE INDICATE MAILING ADDRESS CHANGE BELOW:</b></p>		
<p>New Street/Post Office Box _____</p>		<p>Apt/Suite _____</p>
<p>New City _____</p>	<p>New State _____</p>	<p>Zip Code _____</p>
<p>( ) _____ Telephone Number</p>		

(Continued)

Advice Letter No. <u>1791-CLEC</u>	Issued By <u>Steve C. Oldham</u>	Date Filed <u>SEP 11 2009</u>
Decision No. _____	President - CEO _____	Effective <u>JAN 01 2010</u>
		Resolution No. _____


**COMPETITIVE LOCAL CARRIER**

2. GENERAL REGULATIONS - (Cont'd)

2.2. FORMS - (Cont'd)

2.2.2 SAMPLE FORMS - (Cont'd)

(E) TOLL RESTRICTION AGREEMENT



\_\_\_\_\_

Account Number

**TOTAL TOLL RESTRICTION AGREEMENT**

I fully understand that by subscribing to "Total Toll Restriction" for the above account, the following restrictions will apply:

- ◆ Dial "0" for Operator Assistance will not be allowed.
- ◆ "1+" dialing will not be allowed; this "excludes" toll free dialing (i.e., 1+800)
- ◆ Chargeable calls within the 916 Area Code will not be allowed
- ◆ Dialing to access interexchange carriers will not be allowed \*
- ◆ Credit Card Calls "originating" from your line will not be allowed \*
- ◆ Billing of Third Party Calls & Collect Calls to your line are restricted

"950" Number Dialing and Directory Assistance calls to 916-555-1212 are not restricted therefore; I assume responsibility for those calls in accordance with standard practices.

9-1-1 dialing for EMERGENCY situations will continue to be available.  
\*Exceptions may apply

\_\_\_\_\_

***I, the undersigned, understand the above conditions and agree to hold SureWest Broadband free and harmless of any loss, damage and/or liability which may result from my service having "Total Toll Restriction."***

\_\_\_\_\_

Customer Name (Please Print)

\_\_\_\_\_

Customer Signature

P.O. Box 969, Roseville, CA 95678 (916) 786-6141

(Continued)

Issued By \_\_\_\_\_ Date Filed SEP 11 2009

Advice Letter No. 1791-CLEC Steve C. Oldham Effective JAN 01 2010

Decision No. \_\_\_\_\_ President - CEO Resolution No. \_\_\_\_\_

**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS - (Cont'd)

2.2. FORMS - (Cont'd)

2.2.2 SAMPLE FORMS - (Cont'd)

(F) RESERVED

(Continued)

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**COMPETITIVE LOCAL CARRIER**

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- 2. GENERAL REGULATIONS - (Cont'd)
  - 2.2. FORMS - (Cont'd)
    - 2.2.2 SAMPLE FORMS - (Cont'd)
      - (G) RESERVED

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
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**COMPETITIVE LOCAL CARRIER**

2. GENERAL REGULATIONS - (Cont'd)

2.2. FORMS - (Cont'd)

2.2.2 SAMPLE FORMS - (Cont'd)

(H) SUPERSEDURE

\_\_\_\_\_  
**Account/Tel Number**

**SUPERSEDURE**

This form authorizes a change in responsibility for telephone service currently rendered under the number shown above, effective upon the date this form is properly completed, signed and received. **Any applicable deposit and outstanding charges must also be received.** If the Incoming Customer requests an itemization of charges and the Outgoing Customer authorizes the release of this information, a full disclosure will be provided by SureWest Broadband. This disclosure may cause a delay in the effective date.

The undersigned agree to hold SureWest Broadband free and harmless of any loss, damage and liability which may result from this change. The Outgoing Customer may discontinue service or revoke this request any time prior to the effective date of the change. The Incoming Customer may also revoke this request prior to the effective date.

TO BE COMPLETED AND SIGNED BY THE OUTGOING CUSTOMER	TO BE REVIEWED AND SIGNED BY THE INCOMING CUSTOMER
If a Closing Bill is required, send to the following address:  Street Address _____  City _____ State _____ Zip Code _____  Can Be Reached Telephone Number _____  I understand that I will be responsible for all charges prior to the effective date of the change and that the current balance must be paid in full. I assume full responsibility to notify the Incoming Customer should I elect to cancel the pending Supersedure and/ or disconnect service.	Beginning the effective date of the change, I understand I will be responsible for all charges billed, including, but not limited to monthly regulated service, toll, zone charges, and those listed below:  <input type="checkbox"/> Current directory advertising billed to the above number in the amount of \$ _____ per month/annum.  <input type="checkbox"/> Directory Advertising contracted for the coming year \$ _____ per month/annum. I agree to assume responsibility for all charges for which I will be obligated, including those not yet billed.  The one time charge to change the customer responsibility is \$ _____.
Authorized Signature (OUTGOING CUSTOMER)	Authorized Signature (INCOMING CUSTOMER)
Title	Title
Billing Name	Billing Name
Primary Listing _____  By placing my initials in the space provided, I authorize SureWest Telephone to disclose to the Incoming Customer, all services for which I am currently being billed and charges for which I am contractually liable as set forth in the effective tariffs of SureWest Broadband.  <div style="text-align: right;">Initials _____</div>	Primary Listing _____  By placing my initials in the space provided, I request an itemization of charges currently billed and contractual obligations of the Outgoing Customer as set forth in the effective tariffs of SureWest Broadband.  <div style="text-align: right;">Initials _____</div>

I understand that service may be disconnected if this form is not returned by: \_\_\_\_\_.  
 Order Prepared By: \_\_\_\_\_ Order #(s): \_\_\_\_\_ Date: \_\_\_\_\_.

(Continued)

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**COMPETITIVE LOCAL CARRIER**


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2. GENERAL REGULATIONS - (Cont'd)

2.2. FORMS - (Cont'd)

2.2.2 SAMPLE FORMS - (Cont'd)

(I) SUPERTRUNK PRIVATE CONFIRMATION LETTER



Date \_\_\_\_\_ Account Number \_\_\_\_\_

Dear Valued Customer:

This letter is being sent to confirm your choice to set your SuperTrunk Calling ID option as **PRIVATE**. By choosing **PRIVATE**, your SuperTrunk telephone number will **not** be transmitted to the person or business you are calling. Please keep in mind that as a subscriber of SuperTrunk service you cannot selectively control the transmitting or blocking of your telephone number on a call-by-call basis.

Now that your Calling ID option is selected and SureWest Broadband has established your Calling ID option as **PRIVATE**, it can be changed to **DISPLAY** only when you contact SureWest Broadband to change the option.

If you decide to change your Caller ID option to **DISPLAY**, there is no charge, however, changing your option requires the processing of a service order. Service orders are typically completed within the same business day.

To change your Calling ID option, please call Customer Care at (916) 780-8000, or toll free (877) 255-0676.

Sincerely,

Customer Services  
SureWest Broadband

(Continued)

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**COMPETITIVE LOCAL CARRIER**


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2. GENERAL REGULATIONS - (Cont'd)

2.2. FORMS - (Cont'd)

2.2.2 SAMPLE FORMS - (Cont'd)

(J) SUPERTRUNK DISPLAY CONFIRMATION LETTER



Date \_\_\_\_\_ Account Number \_\_\_\_\_

Dear Valued Customer:

This letter is being sent to confirm your choice to **DISPLAY 916 NXX-XXXX** as your SuperTrunk Calling ID number. The number you have selected will display when placing a call to any customer that subscribes to Caller ID service. Please keep in mind that as a subscriber of SuperTrunk service you cannot selectively control the transmitting or blocking of your telephone number on a call-by-call basis.

Now that your Calling ID option is selected and SureWest Broadband has established your Calling ID option as **DISPLAY**, it can be changed to **PRIVATE** only when you contact SureWest Broadband to change the option.

If you decide to change your Caller ID option to **PRIVATE**, there is no charge, however, changing your option requires the processing of a service order. Service orders are typically completed within the same business day.

To change your Calling ID option, please call Customer Care at (916) 780-8000, or toll free (877) 255-0676.

Sincerely,

Customer Services  
SureWest Broadband

(Continued)

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**COMPETITIVE LOCAL CARRIER**

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3. LOCAL EXCHANGE SERVICE

3.1 GENERAL

Local Exchange Services consist of the services offered pursuant to this tariff, either individually or in combination. Each service is offered independently of the others and is offered via the Company's facilities for the transmission of two-way communications. Each service is available only where equipment and operating conditions permit.

Local Exchange Services provide a Customer with a connection to the Company's switching network which enables the Customer to:

- Receive calls from other stations on the public switched telephone network;
- Access the Company's Local and IntraLATA Calling Services as set forth in this tariff;
- Access interstate and international calling services provided by other certified common carriers;
- Access (at no additional charge) the Company's operators and business office for service related assistance; access toll-free telecommunications services; and access 9-1-1 service for emergency calling.

The following Local Exchange Services are offered in this tariff:

- 9-1-1 Telecommunications Service
- California Teleconnect Fund
- Network Access Lines
- Number Portability
- Universal Lifeline Telephone Service

(Continued)

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**COMPETITIVE LOCAL CARRIER**

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3. LOCAL EXCHANGE SERVICE - (Cont'd)  
3.1 GENERAL - (Cont'd)

The following sections set forth the rules, regulations and rates governing the application of rates for Local Exchange Services.

Service is comprised of three components:

1. Non-recurring Connection Charges
2. Monthly Network Access Line Rates
3. Monthly Usage Charges

Service is furnished only for use by the Customer, the Customer's family, guests, household, employees and business associates.

**BASIC EXCHANGE ACCESS LINE RESIDENCE SERVICE**

Basic Exchange Access Line Residence Service includes the basic service elements as defined by D.96-10-066.

The basic service elements are as follows:

- a. access to single party local exchange service;
- b. access to all interexchange carriers offering service to customers in a local exchange;
- c. ability to place calls;
- d. ability to receive free unlimited incoming calls;
- e. free touch tone dialing;
- f. free and unlimited access to 911/E911;
- g. access to local directory assistance, and access to foreign NPAs;
- h. LifeLine rates and charges for eligible customers;
- i. customer choice of flat or measured rate service;
- j. free provision of one directory listing per year as provided for in D.96-02-072;
- k. free white pages telephone directory;
- l. access to operator services;
- m. voice grade connection to public switched telephone network;
- n. free access to 800 or 800-like toll free services;
- o. one-time free blocking for information services and one time billing adjustments for charges incurred inadvertently, mistakenly, or that were unauthorized;
- p. access to telephone relay service as provided for in PU Code § 2881;
- q. free access to customer service for information about ULTS, service activation, service termination, service repair and bill inquiries.
- r. free access to CRS via the 711 abbreviated dialing code

(Continued)

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**COMPETITIVE LOCAL CARRIER**

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3. LOCAL EXCHANGE SERVICE - (Cont'd)

3.2 NETWORK ACCESS LINES

The network access line is the connecting facility between a Customer's premises and a serving central office that provides Customer access to the switched network for placing and receiving calls.

(A) RATES

BASIC EXCHANGE ACCESS LINE RESIDENCE SERVICES - EACH	MONTHLY MEASURED RATE SERVICE*	MONTHLY FLAT RATE SERVICE*
Monthly	\$15.00	\$25.00
1 Year Plan	15.00	25.00
2 Year Plan	13.00	23.00
3 Year Plan	12.00	22.00

\*See Special Condition (B)(1)(b).

(Continued)

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**COMPETITIVE LOCAL CARRIER**

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3. LOCAL EXCHANGE SERVICE – (Cont'd)

3.2 NETWORK ACCESS LINES – (Cont'd)

(B) SPECIAL CONDITIONS

(1) SERVICE DESCRIPTION

(a) FLAT RATE SERVICE

The term “Flat Rate Service” denotes service where, for a stated monthly rate, unlimited calling is allowed to all other exchange service lines located within the Dialing Plan(s) as defined within Section 4 of this tariff.

(b) MEASURED RATE SERVICE

The term “Measured Rate Service” denotes service where, for a stated monthly rate, a per-minute usage charge applies to all calls within or outside the Dialing Plan(s) as defined within Section 4 of this tariff.

(Continued)

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**COMPETITIVE LOCAL CARRIER**

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4. USAGE SERVICES

4.1 GENERAL

The Dialing Plan of the Local Calling Area is based on calls placed within a specified radius of the Customer's rate center as shown in 4.3 below.

Flat Rate Service - One monthly fee applies to all calls placed within the Dialing Plan rate center. Calls placed outside of the Dialing Plan rate center will be billed on a per-minute basis.

Measured Rate Service – All calls placed within or outside of the Dialing Plan rate center will be billed on a per-minute basis.

4.2 RATES

(A) LOCAL CALLING AREA DIALING PLAN RATES

- Per Minute \$0.03

4.3 LOCAL CALLING AREAS

(A) SACRAMENTO MAIN

Citrus Heights	Rio Linda
Elk Grove	Roseville Main
Fair Oaks	Sacramento Main
Folsom	Sacramento North
Meadowview	

(Continued)

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**COMPETITIVE LOCAL CARRIER**

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4. USAGE SERVICES - (Cont'd)  
4.3 LOCAL CALLING AREAS - (Cont'd)

(B) SACRAMENTO NORTH

Citrus Heights	Meadowview	Sacramento Main
Elk Grove	Pleasant Grove	Sacramento North
Fair Oaks	Rio Linda	South Placer
Folsom	Roseville Main	

(C) SOUTH PLACER

Auburn Main	Grass Valley South	Robbins
Auburn North	Lincoln	Roseville Main
Citrus Heights	Nicolas	Sacramento Main
Colfax	Placerville/Kyburz	Sacramento North
Colfax/Weimar	Placerville South	Shingle Springs
Fair Oaks	Placerville West	South Placer
Folsom	Pleasant Grove	Wheatland
Georgetown	Rio Linda	

(D) DAVIS

Davis	Roseville Main	Winters
Dixon	Sacramento Main	Woodland
Meadowview		

(E) LINCOLN

Auburn – Main	Grass Valley – South	Robbins
Auburn – North	Knights Landing	Roseville
Citrus Heights	Lincoln	Sacramento – Main
Colfax/Weimar	Marysville	Sacramento – North
Fair Oaks	Nicholas	Smartsville
Folsom	Pleasant Grove	South Placer
Georgetown	Rio Linda	Wheatland

(F) ELK GROVE

Courtland	Meadow View	Sacramento – North
Elk Grove	Sacramento – Main	

(Continued)

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<u>Decision No.</u> _____	<u>President - CEO</u>	<u>Resolution No.</u> _____

**COMPETITIVE LOCAL CARRIER**

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4. USAGE SERVICES - (Cont'd)  
4.3 LOCAL CALLING AREAS - (Cont'd)

(G) FAIR OAKS

Auburn – Main	Lincoln	Roseville
Auburn – North	Meadowview	Sacramento – Main
Citrus Heights	Michigan Bar	Sacramento – North
Elk Grove	Placerville	Shingle Springs
Fair Oaks	Pleasant Grove	South Placer
Folsom	Rio Linda	

(H) FOLSOM

Auburn – Main	Meadowview	Rio Linda
Auburn – North	Michigan Bar	Roseville
Citrus Heights	Placerville – Kyburz	Sacramento – Main
Elk Grove	Placerville – South	Sacramento – North
Fair Oaks	Placerville – West	Shingle Springs
Folsom	Pleasant Grove	South Placer
Lincoln		

(I) WOODLAND

Davis	Knights Landing	Robbins
Dixon	Meadowview	Sacramento – Main
Dunnigan	Nicolaus	Sacramento – North
Esparto	Pleasant Grove	Winters
Guinda	Rio Linda	Woodland

(J) AUBURN – MAIN

Alta	Grass Valley – Main	Pleasant Grove
Auburn - Main	Grass Valley – South	Rio Linda
Auburn - North	Shingle Springs	Robbins
Citrus Heights	Lincoln	Roseville
Colfax	Michigan Bar	Sacramento – Main
Colfax / Weimar	Nevada City	Sacramento – North
Fair Oaks	Nicolaus	Smartsville
Folsom	Placerville	South Placer
Foresthill	Placerville – East	Wheatland
Georgetown	Placerville – West	

(Continued)

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<u>Decision No.</u> _____	<u>President - CEO</u>	<u>Resolution No.</u> _____

**COMPETITIVE LOCAL CARRIER**

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4. USAGE SERVICES - (Cont'd)  
4.3 LOCAL CALLING AREAS - (Cont'd)

(K) AUBURN – NORTH

Alta	Grass Valley – Main	Rio Linda
Auburn - Main	Grass Valley – South	Robbins
Auburn - North	Lincoln	Roseville
Citrus Heights	Michigan Bar	Sacramento – Main
Colfax	Nevada City	Sacramento – North
Colfax / Weimar	Nicolaus	Shingle Springs
Fair Oaks	Placerville	Smartsville
Folsom	Placerville – East	South Placer
Foresthill	Placerville – West	Wheatland
Georgetown	Pleasant Grove	

(L) PLEASANT GROVE

Auburn - Main	Grass Valley – South	Robbins
Auburn - North	Knights Landing	Roseville
Citrus Heights	Lincoln	Sacramento – Main
Colfax	Marysville	Sacramento – North
Colfax / Weimar	Nicolaus	Smartsville
Fair Oaks	Pleasant Grove	South Placer
Folsom	Rio Linda	Wheatland
Georgetown		

(M) RIO LINDA

Auburn - Main	Grass Valley – South	Robbins
Auburn - North	Knights Landing	Roseville
Citrus Heights	Lincoln	Sacramento – Main
Colfax	Marysville	Sacramento – North
Colfax / Weimar	Nicolaus	Smartsville
Fair Oaks	Pleasant Grove	South Placer
Folsom	Rio Linda	Wheatland
Georgetown		

(Continued)

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	Issued By	Date Filed <u>SEP 10 2003</u>
Advice Letter No. <u>840-CLEC</u>	<u>Brian H. Strom</u>	Effective <u>OCT 24 2003</u>
Decision No. _____	<u>President - CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

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5. UNIVERSAL LIFELINE TELEPHONE SERVICE (California LifeLine) (T)
- 5.1 GENERAL
- 5.1.1 APPLICABILITY
- Universal Lifeline Telephone Service (ULTS), also known as the California LifeLine Program, "California LifeLine" or "LifeLine," is a California Universal Service Public Policy Program that provides discounts on Basic Residential Telephone Service to eligible low-income households pursuant to the Moore Universal Telephone Act and General Order (GO) 153.
- California LifeLine discounts are available to eligible customers ordering new, or currently subscribing to, the following basic services: flat rate individual service or measured rate individual service. (T)
- 5.1.2 TERRITORY
- Within the exchange areas of all exchanges served by the Company, for Customers whom the Company is required to provide service.
- 5.1.3. DEFINITIONS (T)
- Definitions, as applicable to the California LifeLine Program, shall be consistent with SureWest Telephone tariff Schedule Cal. P.U.C. 1-L, Section 9.1.3.
- 5.2 NOTICES, ENROLLMENT, AND FORMS
- 5.2.1 Initial California LifeLine Notice
- The Initial California LifeLine Notice section for the California LifeLine Program shall be consistent with SureWest Telephone tariff Schedule Cal. P.U.C. 1-L, Section 9.2.1.
- 5.2.2 Enrollment
- The Enrollment section for the California LifeLine Program shall be consistent with SureWest Telephone tariff Schedule Cal. P.U.C. 1-L, Section 9.2.2.
- 5.2.3 Annual California LifeLine Notice
- The Annual California LifeLine Notice section for the California LifeLine Program shall be consistent with SureWest Telephone tariff Schedule Cal. P.U.C. 1-L, Section 9.2.3.
- 5.2.4 Customer Application Form
- The Customer Application Form section for the California LifeLine Program shall be consistent with SureWest Telephone tariff Schedule Cal. P.U.C. 1-L, Section 9.2.4.
- 5.2.5 Subscriber Renewal Form
- The Subscriber Renewal Form section for the California LifeLine Program shall be consistent with SureWest Telephone tariff Schedule Cal. P.U.C. 1-L, Section 9.2.5. (T)

(Continued)

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**COMPETITIVE LOCAL CARRIER**

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5. UNIVERSAL LIFELINE TELEPHONE SERVICE (California LifeLine) – (Cont'd) (T)
- 5.2 NOTICES, ENROLLMENT, AND FORMS – (Cont'd)
- 5.2.6 California LifeLine Notices, Forms and Instructions in the Language of Sale  
The California LifeLine Notices, Forms and Instructions in the Language of Sale section for the California LifeLine Program shall be consistent with SureWest Telephone tariff Schedule Cal. P.U.C. 1-L, Section 9.2.6.
- 5.2.7 Changes to LifeLine Service Offering  
The Changes to LifeLine Service Offering section for the California LifeLine Program shall be consistent with SureWest Telephone tariff Schedule Cal. P.U.C. 1-L, Section 9.2.7.
- 5.3 ELIGIBILITY CRITERIA FOR OBTAINING AND RETAINING LIFELINE
- 5.3.1 Criteria  
California LifeLine is available to any residential customer who meets the eligibility requirements consistent with SureWest Telephone tariff Schedule Cal. P.U.C. 1-L, Section 9.3.1.
- 5.3.2 Enrollment  
Enrollment to the California LifeLine Program shall be consistent with SureWest Telephone tariff Schedule Cal. P.U.C. 1-L, Section 9.3.2.
- 5.3.3 Renewal Process  
The Renewal Process to the California LifeLine Program shall be consistent with SureWest Telephone tariff Schedule Cal. P.U.C. 1-L, Section 9.3.3.
- 5.3.4 Notification of Change by California Lifeline Subscribers  
Notification of Change by California Lifeline Subscribers shall be consistent with SureWest Telephone tariff Schedule Cal. P.U.C. 1-L, Section 9.3.4.
- 5.3.5 Audits  
Audits to verify a subscriber's eligibility to participate in the California LifeLine Program shall be consistent with SureWest Telephone tariff Schedule Cal. P.U.C. 1-L, Section 9.3.5.
- 5.3.6 Disputes  
Custoerms disputing the California LifeLine Administrator's finding of ineligibility shall be consistent with SureWest Telephone tariff Schedule Cal. P.U.C. 1-L, Section 9.3.6.
- 5.3.7 Appeals  
Appeals by California LifeLine applicants shall be consistent with SureWest Telephone tariff Schedule Cal. P.U.C. 1-L, Section 9.3.7. (T)

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**COMPETITIVE LOCAL CARRIER**

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5. UNIVERSAL LIFELINE TELEPHONE SERVICE (California LifeLine) – (Cont'd) (T)
- 5.4 SERVICE ELEMENTS, SERVICE DEPOSITS & SERVICE REQUIREMENTS OF CALIFORNIA LIFELINE
- 5.4.1 Service Elements Available Under California Lifeline  
Service Elements Available Under California Lifeline by California LifeLine shall be consistent with SureWest Telephone tariff Schedule Cal. P.U.C. 1-L, Section 9.4.1 through 9.4.4
- 5.4.2 In accordance with this tariff Schedule Cal. P.U.C. No. 1-T, Section 2.1.9, Rule 9, Establishment and Re-Establishment of Credit, and Section 2.1.10, Rule 10, Advance Payments and Deposits, the Utility may require customers to post a deposit upon service initiation. However, upon notification of California LifeLine eligibility from the California LifeLine Administrator, the Utility must credit the deposit for Basic Service on the subscriber's bill statement (if applicable). In accordance to the Utility's above cited tariff Schedule and Rules, the Utility may require a deposit for other services ordered by the California LifeLine subscriber.
- 5.4.3 The Utility may require a California LifeLine subscriber to pay any overdue California LifeLine rates and charges incurred by that subscriber, or make payment arrangements, before California LifeLine is reinstated at the same or new address.
- 5.4.4 Other than previously stated, California LifeLine is subject to the conditions of "Discontinuance and Restoration of Service" as set forth in the Utility's tariff, Schedule Cal. P.U.C. No. 1-T, Section 2.1.14, Rule 14, "Discontinuance and Restoration of Service," or Schedule of Rates and Charges related to service termination and reconnection.
- 5.4.5 If a subscriber is disconnected for nonpayment of toll charges, a California LifeLine Service Provider must provide California LifeLine to the subscriber if the subscriber elects to receive Toll Blocking.
- 5.5 CALIFORNIA LIFELINE RATES AND CHARGES
- 5.5.1 The Utility shall offer California LifeLine priced at the following rates and charges:
- (A) Discounted nonrecurring Service Connection Charge for the initial installation or activation of a single telephone connection at the LifeLine subscriber's principal place residence.
- (1) The California LifeLine Service Connection Charge shall equal the lowest of (i) \$10.00, or (ii) 50% of the California LifeLine Service Provider's Service Connection Charge. The California LifeLine Service Connection Charge is set forth in Section 5.5.2(A), following.
- (2) The California LifeLine Service Connection Charge is applicable to each eligible household residing at the same principal place of residence. (T)

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Advice Letter No. <u>1978</u>	<u>Steve C. Oldham</u>	Effective	<u>DEC 01 2011</u>
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**COMPETITIVE LOCAL CARRIER**

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5. UNIVERSAL LIFELINE TELEPHONE SERVICE (California LifeLine) – (Cont'd) (T)
- 5.5 CALIFORNIA LIFELINE RATES AND CHARGES – (Cont'd)
- 5.5.1 The Utility shall offer California LifeLine priced at the following rates and charges: - (Cont'd)
- (A) (Cont'd)
- (3) The California LifeLine Service Connection Charge may be applicable any time a subscriber (i) establishes a new telephone connection (ii) re-establishes California LifeLine at the same principal place of residence at which California LifeLine was previously provided, (iii) establishes California LifeLine at a new principal place of residence, or (iv) switches California LifeLine from one California LifeLine Service Provider to another.
- (4) California LifeLine Service Providers may not impose a “central office charge” in addition to the California LifeLine Service Connection Charge when installing or activating California LifeLine.
- (5) Installation of a second and subsequent telephone service connection shall be subject to the Utility’s Service Connection Charge at regular rates, except that subscribers with a disabled household member may qualify for California LifeLine Service Connection Charges on two residential telephone connections as per General Order 153. For Service Connection Charges at the Utility’s regular rates, see the Utility’s Service Guide.
- (B) Deferred payment of the California LifeLine Service Connection Charge.
- (1) The Utility shall offer California LifeLine subscribers the option of paying the California LifeLine Service Connection Charge in equal monthly installments with no interest for a period not to exceed 12 months.
- (2) The Utility may charge a late-payment fee when California LifeLine subscribers fail to timely remit some or all of the California LifeLine Service Connection Charge under a deferred-payment schedule.
- (C) Discounted nonrecurring charge for Service Conversion Charge.
- (1) The California LifeLine Service Conversion Charge (if applicable) shall equal the lowest of (i) \$10.00, (ii) 50% of the Utility’s Service Connection Charge at regular rates for the initial connection of a single residential telephone line or (iii) the California LifeLine Service Provider’s Service Conversion Charge. The California LifeLine Service Conversion Charge is set forth in Section 5.5.2(C), following. (T)

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**COMPETITIVE LOCAL CARRIER**

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5. UNIVERSAL LIFELINE TELEPHONE SERVICE (California LifeLine) – (Cont'd) (T)
- 5.5 CALIFORNIA LIFELINE RATES AND CHARGES – (Cont'd)
- 5.5.1 The Utility shall offer California LifeLine priced at the following rates and charges: -  
(Cont'd)
- (C) (Cont'd)
- (2) The California LifeLine Service Conversion Charge is applicable each time a California LifeLine subscriber affects a change in the class, type, or grade of service, including requests to change from Foreign Exchange Service. There is no limit on the number of times a California LifeLine subscriber may pay the California LifeLine Service Conversion Charge when he or she initiates a change in the class, type, or grade of service.
- (3) No conversion charge may be assessed on an applicant or claimed from the California LifeLine fund if a California LifeLine applicant fails to qualify. No conversion charge shall be assessed on a subscriber or claimed from the California LifeLine fund if a subscriber is removed from California LifeLine (either voluntarily or involuntarily).
- (D) Discounted monthly California LifeLine rate for Flat Rate Service.
- (1) The California LifeLine Flat-Rate Service rate is set forth in Section 5.5.2(A)(1), following.
- (2) From the effective date of D. 10-11-033 until December 31, 2012, California LifeLine subscribers of LifeLine Flat-Rate Service pay no more than \$6.84 per month, and no less than a price floor of \$5.00.
- (3) Beginning January 1, 2013, California LifeLine subscribers will pay no more than ½ their California LifeLine Service Provider's Flat Rate Service.
- (4) From the effective date of D. 10-11-033 until December 31, 2012, the California LifeLine Flat-Rate Service will have a price floor of \$5.00.
- (5) Subscribers to California LifeLine Flat Rate Service shall receive unlimited local calling.
- (E) Discounted monthly California LifeLine Measured Rate Service.
- (1) The California LifeLine Measured-Rate Service rate is set forth in Section 5.5.2(A)(2), following.
- (2) From the effective date of D. 10-11-033 until December 31, 2012, California LifeLine subscribers of LifeLine measured rate service will pay no more than \$3.66 per month, and no less than a price floor of \$2.50. (T)

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	Issued By	Date Filed <u>NOV 18 2011</u>
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**COMPETITIVE LOCAL CARRIER**

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5. UNIVERSAL LIFELINE TELEPHONE SERVICE (California LifeLine) – (Cont'd) (T)
- 5.5 CALIFORNIA LIFELINE RATES AND CHARGES – (Cont'd)
- 5.5.1 The Utility shall offer California LifeLine priced at the following rates and charges: - (Cont'd)
- (E) (Cont'd)
- (3) Beginning January 1, 2013, California LifeLine subscribers will pay no more than ½ their California LifeLine Service Provider's Measured Rate Service rate.
  - (4) From the effective date of D. 10-11-033 until December 31, 2012, LifeLine Measured Rate Service will have a price floor of \$2.50.
  - (5) Subscribers of California LifeLine Measured-Rate Service shall receive 60 untimed local calls per month. The California LifeLine Service Provider shall charge \$0.08 per call for each local call in excess of 60 calls per month.
- (F) Subscribers shall not be charged for the federal End User Common Line (EUCL) charge, also known as the Subscriber Line Charge (SLC).
- (G) Subscribers shall not be charged for Toll-Limitation Service (including, but not limited to, Toll Blocking or Toll Control).
- (H) There shall be no charge or related credits to California LifeLine subscribers' LifeLine service for surcharges including the following: California High Cost Fund A (CHCF-A) surcharge, California High Cost Fund B (CHCF-B) surcharge, California Teleconnect Fund (CTF) surcharge, California Relay Service and Communications Device Fund surcharge (DDTP), the California LifeLine (ULTS) surcharge, the California Advanced Services Fund (CASF) surcharge, and the CPUC User fee.
- (1) These surcharges will apply to any other intrastate telecommunications services purchased by California LifeLine subscribers, as required by law.
  - (2) The Utility shall pay to the appropriate taxing authorities the applicable taxes, fees, and surcharges billed to California LifeLine subscribers and claimed against the California LifeLine Fund.
- (I) The Utility may require advance payments for California LifeLine service, not to exceed one month's rates and charges.
- (J) Optional service features, network services, and equipment that are not part of California LifeLine rates and charges, will be available to subscribers at the California LifeLine Service Provider's regular rates and charges. (T)

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**COMPETITIVE LOCAL CARRIER**

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- 5. UNIVERSAL LIFELINE TELEPHONE SERVICE (California LifeLine) – (Cont'd) (T)
- 5.5 CALIFORNIA LIFELINE RATES AND CHARGES – (Cont'd)
- 5.5.1 The Utility shall offer California LifeLine priced at the following rates and charges: -  
(Cont'd)
- (J) (Cont'd)
- (1) Non-California LifeLine lines and services will be available to subscribers at the applicable regular rates and charges.
- (a) California LifeLine shall not apply to the purchase of any additional, non-California LifeLine lines, services, features, options, and network capabilities by California LifeLine subscribers.
- (K) Except as specifically modified by General Order 153, all rules, regulations, rates and charges in conjunction with Utility's tariffs/service guides or terms and conditions applicable to non-California LifeLine services are also applicable to the service provided under California LifeLine. (T)

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**COMPETITIVE LOCAL CARRIER**

5.	UNIVERSAL LIFELINE TELEPHONE SERVICE (California LifeLine) – (Cont'd)		(T)
5.5	CALIFORNIA LIFELINE RATES AND CHARGES – (Cont'd)		
5.5.2	RATES AND CHARGES		(L)
		<u>Monthly Rate per Line</u>	
(A)	BASIC EXCHANGE SERVICE <sup>1</sup>		
(1)	<u>California LifeLine Flat-Rate Service</u>		(T)(L)
	Local Flat-Rate Service <sup>2</sup>	\$25.00	(N)
	Federal LifeLine Credit	3.50	
	California Specific Support Amount Credit	11.50	
	SureWest LifeLine Adjustment Credit	<u>3.16</u>	(N)
	California LifeLine Flat-Service Rate	<b>\$6.84</b>	(P)(I)(L)
	California LifeLine Flat-Rate Service includes unlimited local calling. Local Calling Areas are found in this tariff, Section 4.3, preceding.		(T)
(2)	<u>California LifeLine Measured-Rate Service</u>		(T)(L)
	Local Measured-Rate Service <sup>2</sup>	\$15.00	(N)
	Federal LifeLine Credit	3.50	
	California Specific Support Amount Credit	<u>9.00</u>	(N)
	California LifeLine Flat-Service Rate	<b>\$2.50</b>	(R)(L)
	California LifeLine Measured-Rate Service is provided with a monthly allowance of 60 untimed outbound Local Calls. Local Calling Areas are listed in Section 4.3, preceding. Local Calls up to and over this allowance are provided at all days and hours at the following rate:		(T)
		<u>Rate per Call</u>	(L)
	<u>Originating Untimed Local Calls</u>		
	0-60	\$0.00	
	Over 60	\$0.08	(L)

Note 1: Applies to Roseville Base Rate Area and Citrus Heights District Rate Area (C)

Note 2: See Section 3, Basic Exchange Access Service, for regular rates contained in this tariff (C)

(L) Formerly appeared on Sheet 59

(P) Tariff Sheet originally filed and inadvertently identified as Advice Letter No.1977, corrected to Advice Letter 1978. Modified by supplement 1978A.

(Continued)

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**COMPETITIVE LOCAL CARRIER**

5.	UNIVERSAL LIFELINE TELEPHONE SERVICE (California LifeLine) – (Cont'd)		(T)
5.5	CALIFORNIA LIFELINE RATES AND CHARGES – (Cont'd)		(L)
5.5.2	RATES AND CHARGES – (Cont'd)		(L)
(B)	CALIFORNIA LIFELINE SERVICE CONNECTION CHARGE (See Section 5.5.1(A))		(T)
(1)	<u>Connection of Each LifeLine Access Line</u>		(T)(L)
	Service Ordering <sup>1</sup>	\$23.75	(N)
	Central Office Connection Work <sup>1</sup>	<u>25.25</u>	
		49.00	
	Federal Link Up Credit	24.50	
	California LifeLine Credit	<u>14.50</u>	(N)
	California LifeLine Service Connection Charge	<b>\$10.00</b>	(L)
(C)	CALIFORNIA LIFELINE SERVICE CONVERSION CHARGE (See Section 5.5.1(C))		(T)
(1)	<u>Conversion; Changes in Class, Type or Grade of Service</u>		(T)
	Each Service Order <sup>1</sup>	\$12.00	(N)
	California LifeLine Credit	<u>2.00</u>	(P)(N)
	California LifeLine Service Conversion Charge	<b>\$10.00</b>	(P)
(D)	FCC ACCESS CHARGE ALLOWANCE	A credit in the amount equal to the applicable FCC End User Common Line (EUCL) Charge.	
(E)	TOLL LIMITATION SERVICE		(T)
(1)	Total Toll Restriction Monthly Rate	\$ 0.00	
(2)	Total Toll Restriction Installation Charge	\$ 0.00	(L)
(F)	SURCHARGES		
	California LifeLine services are exempt from surcharges as described in Section 5.5.1(H), preceding.		
	NOTE 1: Refer to SureWest Telephone dba SureWest Broadband (Business) Service Guide, Section 10 – Multi-Element Service Charges, Subsection 10.2(A), Elements for New and Additional Service, Moves and Changes and In-Place Connections		(T)

(L) Formerly appeared on Sheet 59

(Continued)

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**COMPETITIVE LOCAL CARRIER**

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6. CALIFORNIA TELECONNECT FUND

6.1 GENERAL

The California Teleconnect Fund (CTF) provides discounted advanced telecommunications technology to qualifying schools, libraries, health care institutions, California community colleges, and community based organizations. CTF-eligible discounted services may not be resold to, or shared with, any other non-qualifying entity or person. (T)

The California Teleconnect Fund discount applies to services provided within the local tariff and intrastate tariff, as well as non-tariffed Internet services, where available, as defined by the Federal Communications Commission – Universal Service Administrative Company Schools and Libraries Division’s E-Rate eligible services. This definition may be viewed at:  
<http://www.universalservice.org/sl/tools/eligible-services-list.aspx>.

6.2 FUNDING

If the Executive Director of the California Public Utilities Commission (CPUC) determines that there are insufficient funds to reimburse the Company for its claims against the California Teleconnect Fund, the CPUC will promptly inform the Company concerning this condition and direct the Company to suspend the offering of applicable discounted rates to qualifying schools, libraries, government owned hospitals, government owned health clinics, California community colleges, and community based taxed exempt organizations on a schedule consistent with fund balances and Company claims and with appropriate prior notice to customers.

6.3 SCHOOLS AND LIBRARIES

Only public or non-profit schools providing elementary or secondary education, and which do not have endowments of more than \$50 million, shall qualify for the discounted rates for schools.

Only those libraries that are eligible for participation in state-based plans for funds under Title III of the Library Services and Construction Act (20 USC 335c et seq.), shall qualify for the discounted rates for libraries.

There is no limit to the number of subsidized lines provided to a qualified school or library.

Qualifying schools and libraries shall be entitled to a 50% discount on the monthly recurring charges for CTF-eligible services, including the following services or their equivalency after the appropriate federal E-Rate discount is applied:

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Decision No. _____	<u>President - CEO</u>	<u>Resolution No.</u> <b><u>T-17314</u></b>

**COMPETITIVE LOCAL CARRIER**

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- 6. CALIFORNIA TELECONNECT FUND – (Cont'd)
  - 6.3 SCHOOLS AND LIBRARIES – (Cont'd)

(D)  
|  
(D)

Pursuant to California Teleconnect Fund (CTF) Administrative Letter No. 10, the 50% CTF discount shall be applied after applying the appropriate federal E-rate discount. The 50% CTF discount shall be calculated as follows:

- 6.3.1 If the customer has not been approved to receive E-rate discounts, whether or not its application is pending, the 50% discount will be applied to the CTF-eligible services after deducting a statewide average E-rate discount (determined by the CPUC) from the billed amount.
- 6.3.2 If the customer has been approved to receive E-rate discounts, the 50% discount will be applied to the CTF-eligible services after deducting the actual E-rate discounts from the billed amount.
- 6.3.3 The statewide average discount is deducted from the customer's services solely for the purposes of calculating the CTF discount. The statewide average discount shall be added back to the billed amount for payment by the customer. However, when the customer receives its approved E-rate benefit, the customer's account will be retroactively adjusted to reflect the approved E-rate.
- 6.3.4 If the customer's application with the federal E-rate has been denied, the 50% CTF discount shall apply to the full rate of the CTF-eligible services.
- 6.3.5 If the customer is a necessary small school, the 50% CTF discount applies to the full rate of the CTF-eligible services, unless the customer presents the federal E-rate discount, at which point the federal E-rate discount shall apply before applying the CTF discount.

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**COMPETITIVE LOCAL CARRIER**

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6. CALIFORNIA TELECONNECT FUND – (Cont'd)

6.3 SCHOOLS AND LIBRARIES – (Cont'd)

6.3.6 If the customer subscribes to CTF-eligible services that are ineligible for E-rate discounts, the 50% discount applies to the full rate of the CTF-eligible services.

6.4 HEALTH CARE INSTITUTIONS

Only municipal and county government owned and operated hospitals and health clinics, and district owned and operated hospitals and health clinics qualify for the discounted rates for health care institutions.

There will be no limit to the number of subsidized lines provided to qualified health care institutions.

Qualifying health care institutions shall be entitled to a 50% discount on the monthly recurring charges for CTF-eligible services.

(D)

Qualifying health care institutions in rural areas may be eligible for Federal rural health care discounts equal to the difference between urban and rural rates.

(D)

(N)

(N)

(Continued)

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**COMPETITIVE LOCAL CARRIER**

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6. CALIFORNIA TELECONNECT FUND – (Cont'd)

6.5 COMMUNITY BASED ORGANIZATIONS – (Cont'd)

6.5.1 Beginning July 1, 2012, if the Head Start CBO does not have an actual E-rate discount, the 50% discount will be applied to all services (eligible for CTF) after deducting a statewide average E-rate discount (determined by the CPUC) from the billed amount (N)

6.5.2 If the Head Start CBO has been approved to receive E-rate discounts, the 50% discount will be applied to the services after deducting the actual E-rate discounts from the billed amount.

6.5.3 The statewide average discount is deducted from the Head Start CBO's services solely for purposes of calculating the CTF discount. The statewide average discount shall be added back to the billed amount for payment by the Head Start CBO. However, when the Head Start CBO receives its approved E-rate benefit, the Head Start CBO's account will be retroactively adjusted to reflect the approved E-rate. (N)

Qualifying CBO's that are not eligible for federal discounts shall be entitled to a 50% discount off the Utility's tariffed/service guide monthly recurring charges for CTF-eligible services. (C)(L)  
| |  
(C)(L)

6.6 CALIFORNIA COMMUNITY COLLEGES (L)

California Community Colleges are eligible to receive discounts on qualifying services. The Commission has set an annual limit of \$7.2 million (based on 2007 dollars and adjusted annually based on the Western CPI rate), and discounts will be given to the extent funds are available. (L)

(L) Material previously located on Original Sheet 64

(Continued)

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**COMPETITIVE LOCAL CARRIER**

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6. CALIFORNIA TELECONNECT FUND – (Cont'd)

6.7 HOW DISCOUNTS ARE APPLIED (N)

- 6.7.1 Federal funding or subsidy given to California Teleconnect Fund (CTF) participants for their CTF-eligible services shall first be taken into account prior to applying the CTF discount, as specifically noted in 6.7.2 through 6.7.5.
- 6.7.2 By September 21, 2011, the Utility shall first apply the actual federal E-rate discount prior to applying the CTF discount to Community Based Organizations (CBOs) that offer Head Start programs with an actual E-rate discount.
- 6.7.3 The Utility shall first apply the statewide average E-rate discount developed and updated annually by the Commission effective July 1<sup>st</sup> prior to applying the CTF discount if the school, library, and/or CBO that offers Head Start programs does not have an actual E-rate. However, the implementation of deducting the statewide average E-rate discount before applying the CTF discount will not take effect until July 1, 2012, for CBOs offering Head Start programs that do not have an actual E-rate.
- 6.7.4 Necessary Small Schools are exempt from deducting the statewide average E-rate discount if they do not have an actual E-rate discount. Notwithstanding subdivision 6.7.2, the CTF discount shall be applied without regard to the E-rate discount for any Necessary Small School, as defined in Section 42283 of the Education Code, unless that school has applied for, and been approved to receive, the E-rate discount.
- 6.7.5 The Utility shall apply the CTF discounts to Rural Health Care Providers (RHCP) as follows:
- (A) Apply 50 percent CTF discount on CTF-eligible services subscribed to by RHCPs that did not apply for RHC funding in a given fiscal year.
  - (B) Apply 50 percent CTF discount on CTF-eligible services subscribed to by RHCPs while awaiting approval for RHC funding for FY 2012-13 and beyond, then true-up the CTF discount for that FY.
  - (C) Adjust the CTF discount received by RHCPs when RHC funding is received after the issuance date of this resolution for funding for FY 2010-11 and FY 2011-12.
  - (D) By September 21, 2011, the Utility shall deduct any federal funding received by RHCPs first before applying the CTF discount on CTF-eligible services.
  - (E) The Utility shall continue to apply the 50 percent CTF discount on CTF-eligible services for RHCPs that do not apply for RHC funding.

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**COMPETITIVE LOCAL CARRIER**

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7. EMERGENCY REPORTING SERVICE

7.1 ENHANCED 9-1-1 (E9-1-1)

7.1.1 DESCRIPTION

(A) E9-1-1 SERVICE

9-1-1 is a single three-digit telephone number that connects the calling party with a Public Safety Answering Point (PSAP) where any kind of emergency response can be obtained. Enhanced 9-1-1 (E9-1-1) is the most sophisticated of the 9-1-1 systems. It provides Selective Routing (SR) which routes the 9-1-1 call to the proper jurisdiction regardless of PSAP and central office boundary mismatches, Automatic Number Identification (ANI) and Automatic Location Identification (ALI), the calling party's address.

(B) DEFINITION OF TERMS

Automatic Location Identification (ALI): A feature by which the listed name and address associated with the calling party's telephone number (identified by ANI as defined below and stored in the Utility's customer records) is forwarded to the PSAP for display. Additional telephones with the same number (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

Automatic Number Identification (ANI): A feature by which the calling party's ANI telephone number is forwarded to the Enhanced 9-1-1 (E9-1-1) Control Office and displayed on E9-1-1 Display and Transfer Units at PSAPs equipped with such Units.

Data Management System (DMS): A system of manual procedures and computer programs used to create, store and update the data required to provide the Selective Routing (SR) and ALI features. For Northern California, the DMS is operated by AT&T (formerly SBC), who is provided updates to data from LEC's within the DMS coverage area.

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**COMPETITIVE LOCAL CARRIER**

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7. EMERGENCY REPORTING SERVICE – (Cont'd)

7.1 ENHANCED 9-1-1 (E9-1-1) – (Cont'd)

7.1.1 DESCRIPTION – (Cont'd)

(B) DEFINITION OF TERMS – (Cont'd)

E9-1-1 End Office Trunk: Provides connection of a local telephone company end office to an E9-1-1 control office.

E9-1-1 PSAP Circuit: A one-way circuit connecting the E9-1-1 control office and terminating at a PSAP. (Outgoing calls can be made on a transfer basis only.)

Enhanced 9-1-1 (E9-1-1) Control Office: The office providing tandem switching capability for E9-1-1 calls. It controls switching of ANI information to the PSAP and also provides the SR (Selective Routing) feature, standard central office Speed Calling features, call transfer capability and certain maintenance functions for each PSAP.

E9-1-1 Mileage: Airline distance per mile between the E9-1-1 Control Office and the local serving central office for the PSAP or between the end office and the E9-1-1 Control Office.

Enhanced 9-1-1 Service Area: The geographic area in which the customer will respond to all E9-1-1 calls and dispatch appropriate emergency assistance.

End Office: A Central Office in the E9-1-1- System that serves calling parties originating 9-1-1 calls.

Public Safety Answering Point (PSAP): An answering location of 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer all calls first; Secondary PSAPs receive calls on a transfer basis only.

Selective Routing (SR): A feature that routes an E9-1-1 call from an E9-1-1 Control Office to the designated primary PSAP based upon the identified number of the calling party.

Serving Central Office: The local Central Office from which a PSAP, either Primary or Secondary, is served.

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**COMPETITIVE LOCAL CARRIER**

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7. EMERGENCY REPORTING SERVICE – (Cont'd)

7.1 ENHANCED 9-1-1 (E9-1-1) – (Cont'd)

7.1.1 DESCRIPTION – (Cont'd)

(B) DEFINITION OF TERMS – (Cont'd)

E9-1-1 SS7 End Office Trunk: Provides connection of a local telephone company end office (or wireless switch office for wireless 9-1-1) to an E9-1-1 control office using SS7 (SUP) signaling.

(C) AVAILABLE SERVICE ARRANGEMENTS

- (1) Automatic Number Identification (ANI) and Automatic Location Identification (ALI).
- (2) Automatic Number Identification (ANI), Automatic Location Identification (ALI), and Selective Routing (SR).

7.1.2 REGULATIONS

(A) GENERAL

- (1) E9-1-1 exchange lines are arranged for incoming service only. Outgoing calls can only be made on a transfer basis.
- (2) 9-1-1 calls from PBX and Centrex on-premises and off-premises stations, and other services with off-premises locations, will be forwarded to the PSAP serving the pilot number location of the PBX, Centrex and other off-premises services. ANI and ALI information received from such off-premises stations may not be the actual telephone number and address for those off-premises stations.
- (3) Charges for local and/or toll messages transferred over exchange facilities will be billed according to rates applicable from the E9-1-1 Control Office serving the PSAP originating the transfer.
- (4) Features and network arrangements will be based upon the operating limitations of the Utility's facilities and equipment.

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**COMPETITIVE LOCAL CARRIER**

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7. EMERGENCY REPORTING SERVICE – (Cont'd)

7.1 ENHANCED 9-1-1 (E9-1-1) – (Cont'd)

7.1.2 REGULATIONS – (Cont'd)

(A) GENERAL – (Cont'd)

- (5) If customer-provided terminal equipment is used, it will be subject to terms and conditions set forth in Schedule Cal. P.U.C. 1-T, 2.1.4(E).
- (6) Any terminal equipment used by the customer in conjunction with E9-1-1 service, whether such equipment is provided by the Utility or customer, shall be configured so that it is unable to extract any information from the Data Management System other than information relating to a number identified through the ANI capability as the source of an in-progress call.
- (7) The rates charged for E9-1-1 service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the E9-1-1 service, and the Utility does not undertake such responsibility.
- (8) Customer must be a “public agency” as defined in Section 53101 of the Warren 9-1-1-Emergency Assistance Act.
- (9) The Utility’s liability to E9-1-1 customers and third parties utilizing the E9-1-1 service is set forth in Schedule Cal. P.U.C. 1-T, 2.1.6.

(B) CUSTOMER RESPONSIBILITIES

- (1) The customer must adhere to the guidelines as set forth in the State of California 9-1-1 Guidelines Manual.
- (2) The customer must arrange to have all 9-1-1 calls answered 24 hours a day, 7 days a week.
- (3) The customer must subscribe to local exchange service at each PSAP location for emergency use by any person who does not want his/her telephone number and/or address displayed, for use by telephone company operators in transferring emergency calls, for administrative purposes, and for placing and receiving non-emergency calls.

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**COMPETITIVE LOCAL CARRIER**

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7. EMERGENCY REPORTING SERVICE – (Cont'd)

7.1 ENHANCED 9-1-1 (E9-1-1) – (Cont'd)

7.1.2 REGULATIONS – (Cont'd)

(B) CUSTOMER RESPONSIBILITIES – (Cont'd)

- (4) The customer must make such operational tests as in the judgment of the customer are required to determine whether the E9-1-1 system is functioning properly for its use. Customer shall promptly notify the Company in the event that the system is not functioning properly.
- (5) The customer is responsible to supply the County Coordinator with all appropriate information required to define their jurisdictional boundaries for creation of the Master Street Address Guide (MSAG). The customer and the County Coordinator shall be responsible to resolve boundary discrepancies and to keep the MSAG current for the life of the system.
- (6) The County Coordinator must identify PSAP locations as well as the unique combinations of police, fire, emergency medical, and any other appropriate agencies responsible for providing emergency service in the E9-1-1 serving area. An Emergency Service Number (ESN) will be provided by the Utility for each unique combination. The County Coordinator will associate such ESN's with street address ranges or other routing criteria in the E9-1-1 serving area on forms supplied by the Utility for all agencies that are part of the system. Such ESNs will be carried in the Data Management System (DMS) to permit routing of 9-1-1 calls to the primary and secondary PSAPs responsible for handling calls from each telephone in the E9-1-1 serving area. The following terms define the County Coordinator's responsibility in providing this information:
  - (a) After establishment of the E9-1-1 service, it is the County Coordinator's responsibility to continue to verify the accuracy of the routing information contained in the Master Street Address Guide (MSAG) and to advise the Utility of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and

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7. EMERGENCY REPORTING SERVICE – (Cont'd)

7.1 ENHANCED 9-1-1 (E9-1-1) – (Cont'd)

7.1.2 REGULATIONS – (Cont'd)

(B) CUSTOMER RESPONSIBILITIES – (Cont'd)

(6) (Cont'd)

(a) (Cont'd)

abandonment of streets, changes in police, fire, ambulance, or other approximate agencies' jurisdiction over any address, annexations and other changes in local jurisdictional boundaries, incorporation of new cities or any other matter that will affect the routing of E9-1-1 calls to the proper PSAP for all Agencies that are part of the system.

Note: The Utility will provide to the County Coordinator at no charge, annually on request, a complete copy of the MSAG to permit the County Coordinator to verify accuracy of police, fire, and emergency medical PSAP routing designations.

(b) Changes, deletions, and additions that the County Coordinator desires to have made in the MSAG should be submitted to the Utility on an "as occurred" basis. The Utility, in turn, will furnish the County Coordinator a copy of each change, deletion and addition for verification.

(c) The County Coordinator is responsible for acting as the single point of contact with the Utility in defining the MSAG and for being the interface between the Utility and all other agencies that are part of the system.

(7) Customers shall notify the Utility when they reterminate service that is on their side of the local loop demarcation point to another part of a building or to another building on continuous property.

Once notified, the Utility will update the customer's 9-1-1 address identification records.

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7. EMERGENCY REPORTING SERVICE – (Cont'd)

7.1 ENHANCED 9-1-1 (E9-1-1) – (Cont'd)

7.1.2 REGULATIONS – (Cont'd)

(C) DEMARCATION POINT

9-1-1 Emergency Service will terminate at the Utility's local loop demarcation point except where the Utility provides the terminal equipment. Where the Utility has provided terminal equipment, its local loop demarcation point will be extended to include the Utility's terminal equipment. The Utility will maintain service to that point.

Where the Utility provides the terminal equipment for 9-1-1 Emergency Service, the Utility will be responsible for the installation and maintenance of the 9-1-1 service and its terminal equipment only, not for the intrabuilding network cable (INC cable).

The Utility shall be given access to available pairs within the INC cable, at no charge to the Utility, to install and maintain 9-1-1 Emergency Service to the Utility-provided terminal equipment.

Where the Utility provides the terminal equipment and trouble is isolated to the INC cable, the Utility will be given access to spare pairs within the cable to maintain the 9-1-1 Emergency Service. The customer shall be responsible for repair of INC cable as set forth in Schedule Cal. P.U.C. 1-T, 2.1.28.

7.1.3 RATES AND CHARGES

(A) MESSAGES

- (1) The calling party is not charged for calls placed to 9-1-1.
- (2) Charges for local and/or toll messages transferred over exchange facilities will be billed according to rates applicable from the E9-1-1 Control Office serving the PSAP originating the transfer.

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**COMPETITIVE LOCAL CARRIER**

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- 7. EMERGENCY REPORTING SERVICE – (Cont'd)
  - 7.1 ENHANCED 9-1-1 (E9-1-1) – (Cont'd)
    - 7.1.3 RATES AND CHARGES – (Cont'd)

(B) SERVICE ARRANGEMENTS

Monthly Rate

9-1-1 DMS Database updates  
 - per 1,000 lines served<sup>1</sup> \$11.84

(C) NETWORK COMPONENTS

	<u>Non- recurring Charges</u>	<u>Installation Charge</u>	<u>Monthly Rate</u>
(1) E9-1-1 End Office Trunks, PSAP Circuits, <sup>2</sup> and Mileage		Will be provided in accordance with Schedule Cal. P.U.C. 1-T, Section 17	
(2) E9-1-1 ALI Data Circuits		Will be provided in accordance with Schedule Cal. P.U.C. 1-T, Section 17	

<sup>1</sup> The quantity is rounded to the nearest 1,000 lines served by the customer's system. Every month, quantities will be adjusted for purposes of updating the customer's monthly billing.

<sup>2</sup> The number of circuits required to a PSAP will be determined by the Utility based upon expected call volumes, engineered to P01 grade of service. The customer may subscribe to additional E9-1-1 PSAP circuits.

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**COMPETITIVE LOCAL CARRIER**

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7. EMERGENCY REPORTING SERVICE – (Cont'd)

7.2 PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION (PS/ALI)

7.2.1 DESCRIPTION

- (A) Private Switch Automatic Location Identification (PS/ALI) is a service offering that allows a Public Safety Answering Point (PSAP) to receive either (1) Automatic Number Identification (ANI) or (2) a combination of ANI and Automatic Location Identification (ALI) information on 9-1-1 calls originating from Direct Inward Dialing (DID) stations served by a private switch.
- (B) The Private Switch Providers referred to in this tariff might include such organizations as: schools, nursing homes, hospitals, planned communities, shared tenant service (STS) providers, and residential multi-tenant service (RMTS) providers.
- (C) The ANI-only option is available if the 9-1-1 customer's system is equipped with the ANI feature and if the private switch is equipped to send properly formatted ANI information to the Local Exchange Carrier (LEC) on 9-1-1 calls.
- (D) The option that provides ANI and ALI is available if (1) the Private Switch Provider (PSP) arranges to provide and update number, name, and location information for each DID station served by the private switch in the format required for the LEC's data base; (2) the private switch sends ANI to the LEC on 9-1-1 calls; and (3) the PSAP is equipped to provide 9-1-1 service with the ALI feature.
- (E) PS/ALI Trunk service requires a minimum of two PRI channels configured for E9-1-1 to transport such calls to the PSAP.
- (F) The PS/ALI customer must be a Private Switch Provider authorized by the 9-1-1 customer to subscribe to PS/ALI Service within the 9-1-1 customer's serving area.

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**COMPETITIVE LOCAL CARRIER**

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7. EMERGENCY REPORTING SERVICE – (Cont'd)

7.2 PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION

(PS/ALI) – (Cont'd)

7.2.2 DEFINITION OF TERMS

**Administrative Site:** A location responsible for administration of private switch end user records associated with one or more private switches. This location has the computer hardware and software necessary to create and transmit private switch end user (PSEU) information to the LEC data base.

**Automatic Location Identification (ALI):** A feature by which the name and address associated with the calling party's telephone number (identified by the ANI feature) are forwarded to the PSAP for display.

**Automatic Number Identification (ANI):** A feature by which the calling party's telephone number is forwarded to the PSAP for display.

**Central Office:** A utility switching system where telephone exchange service customer lines are terminated for purposes of interconnection to each other and to trunks.

**Control Office:** The Utility central office providing tandem switching capabilities for 9-1-1 service calls from all end offices. It controls the switching of ANI information to a PSAP and also provides the Selective Routing service featured, Speed Calling features, Call Transfer services and certain maintenance functions for each PSAP.

**Data Base:** A system of manual procedures and computer programs used to create, store, and update the data required to provide the Selective Routing (SR) and ALI features.

**Interexchange Facilities:** The facilities used to connect a private switch to a Control Office or a PSAP located within a different exchange area.

**Intraexchange Facilities:** The facilities used to connect a private switch to a Control Office or a PSAP located within the same exchange area.

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7. EMERGENCY REPORTING SERVICE – (Cont'd)

7.2 PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION

(PS/ALI) – (Cont'd)

7.2.2 DEFINITION OF TERMS – (Cont'd)

9-1-1 Customer: The local governmental agency, or its authorized agent, that is legally authorized to subscribe to 9-1-1 service.

Private Switch (PS): A switch, such as a Private Branch Exchange (PBX), that provides wireline basic telephone service, but is not owned and operated by a Utility.

Private Switch End User (PSEU): An individual or organization authorized to use the telephone services provided by the private switch.

Private Switch Provider (PSP): A private entity that provides telephone service to a group of residential or business end users served by the provider's private switch (e.g., Private Branch Exchange).

Public Safety Answering Point (PSAP): The location where 9-1-1- calls are answered.

Record: A telephone number and the 9-1-1 data base information associated with that number.

7.2.3 TECHNICAL SPECIFICATIONS

(A) Network Interface requirements for E9-1-1 Trunks for PS/ALI customer access are described in detail in the Generic Digital Switch Requirements in Support of Enhanced 9-1-1 (PUB LO780025-PB). A copy of the requirements can be obtained from the Pacific Bell Data Integrity Unit.

(B) Customers must order a minimum of two trunks for each PBX equipped.

(C) A separate E9-1-1 PBX trunk group is required for each Number Plan Area (NPA) served by a PBX customer.

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**COMPETITIVE LOCAL CARRIER**

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7. EMERGENCY REPORTING SERVICE – (Cont'd)

7.2 PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION

(PS/ALI) – (Cont'd)

7.2.4 REGULATIONS

(A) APPLICATION FOR SERVICE

Requests for this service: (1) can only be initiated by a 9-1-1 customer or a PSP; (2) must be provided to the Utility in writing and (3) must identify service locations and arrangements.

(B) CUSTOMER OBLIGATIONS

- (1) The PSP must provide the full seven-digit Automatic Number Identification (ANI) according to the technical specifications established by the Utility. The private switch number information must be approved by the Utility prior to implementation to ensure that the service will function properly.

PS/ALI Service will not function properly if ANI is not in the proper format, if duplicate telephone numbers exist at the private switch, or if any telephone numbers assigned by the PSP are inconsistent with the Utility's numbering plan.

- (2) The PSP will create, maintain, and forward to the Utility current telephone number and address data according to the format and procedures specified by the Utility.
- (3) The PSP must develop and implement procedures to prevent the unauthorized or illegal use of PS/ALI Service facilities. These dedicated facilities may not be used for any purpose other than for 9-1-1 service.
- (4) The PSP must use computer hardware and software for ongoing Private Switch End User (PSEU) record update programs and processes, that conform to the specifications outlined by the Utility in the Training and Reference Guide.
- (5) PS/ALI Service information consisting of the name, address and telephone number of PSEUs is confidential. The 9-1-1 customer agrees to use such information only for the purpose of responding to emergency calls.

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**COMPETITIVE LOCAL CARRIER**

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7. EMERGENCY REPORTING SERVICE – (Cont'd)

7.2 PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION

(PS/ALI) – (Cont'd)

7.2.4 REGULATIONS – (Cont'd)

(B) CUSTOMER OBLIGATIONS – (Cont'd)

- (6) The PSEU forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, the address and name associated with the originating station location are furnished to the PSAP and to the Utility. The PSEU (published and non-published) consents to the storage and retention of PSEU name, telephone number, and address in the data base and also consents to access to this information by the PSAP for the sole purpose of responding to an emergency call.
- (7) Cancellation of the service in whole or in part by the 9-1-1 customer prior to establishment thereof, will require payment to the Utility of an amount equal to the cost of engineering, manufacturers' billings resulting from equipment orders, installation, assembly, labor, cost of removal and any other costs incurred by the Utility up to the time of cancellation resulting from the 9-1-1 customer's order for service, but not to exceed the total nonrecurring charges.
- (8) Temporary suspension of service at the request of the customer, either partial or complete, is not applicable.

(C) LIMITATION OF LIABILITY

- (1) PS/ALI service is provided solely for the benefit of the customer operating the PSAP. The provision of PS/ALI Service by the Utility shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Utility obligation toward any third person or legal entity other than the customer.

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**COMPETITIVE LOCAL CARRIER**

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7. EMERGENCY REPORTING SERVICE – (Cont'd)

7.2 PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION

(PS/ALI) – (Cont'd)

7.2.4 REGULATIONS – (Cont'd)

(C) LIMITATION OF LIABILITY – (Cont'd)

- (2) The Utility's entire liability to any person for interruption or failures of PS/ALI Service shall be limited to the terms specified in this section and other sections of the tariffs. Provisions concerning limitation of liability and allowance for interruptions in service are specified in Schedule Cal. P.U.C. 1-T, 2.1.6.
- (3) Terminal equipment used in connection with PS/ALI Service, whether such equipment is provided by the Utility or the 9-1-1 customer, shall be configured so that it is unable to extract any information from the data base other than as it relates to an emergency call. Any PSEU information obtained from the data base in connection with an emergency call shall be used solely for the purpose of answering, handling and responding to emergency calls in a manner consistent with the nature of the emergency. Any permanent record associating a PSEU's telephone number with his/her name or address shall be secured by the 9-1-1 customer and disposed of in a manner that will retain that security.
- (4) To the extent allowed by law, the PS/ALI customer agrees to release, indemnify, defend and hold harmless the Utility from any and all loss, claims, demand, suits or other action, for any liability whatsoever, to any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the PS/ALI customer or others, except those which arise out of the sole negligence or other wrongful act of the Utility.

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7. EMERGENCY REPORTING SERVICE – (Cont'd)

7.2 PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION

(PS/ALI) – (Cont'd)

7.2.4 REGULATIONS – (Cont'd)

(C) LIMITATION OF LIABILITY – (Cont'd)

- (5) To the extent allowed by law, the PS/ALI customer also agrees to release, indemnify and hold harmless the Utility for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of PS/ALI Service features and the equipment associated therewith, including, but not limited to, the identification of the telephone party or parties accessing PS/ALI service hereunder, except those which arise out of the sole negligence or other wrongful act of the Utility.
- (6) PS/ALI Service will be designed by the Utility to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where 9-1-1 systems are equipped with the features required to provide PS/ALI Service.

7.2.5 RATES AND CHARGES

PS/ALI is provided at no additional charge for a private switch that is properly configured as described herein.

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8. MULTI-ELEMENT CHARGES

8.1 GENERAL

Multi-element charges apply to all exchange service and facilities, except where otherwise indicated. Unless specified within this tariff, such rates for multi-element charges are contained in the Company's Service Guide.

8.2 CHARGES

(A) RETURN CHECK CHARGE

- (1) If a check for payment of telephone service is returned to the Company, for any reason, a \$20.00 returned check charge will be applied to the amount due. This charge will apply on a per check returned basis only, regardless of the number of accounts to which payment was applied.
- (2) If telephone service is disconnected for non-payment as a result of a returned check, the returned check charge in addition to a reconnection charge per line (as shown in (B) preceding) will apply. All charges must be paid before service will be reconnected.
- (3) If a check received as payment to establish service is returned, establishment of service will be denied until the amount of the returned check is paid.
- (4) If a check for payment of a discontinued account is returned, a returned check charge will be applied to the closing statement.

(B) LATE PAYMENT CHARGES

If total payment for bills dated, as set forth in SureWest Telephone's Schedule Cal. P.U.C. No. 1-L, Section 2.1.9, are not received by the Company 31 days after the bill date or by the next bill date, the late payment charge of 1.5% will apply to the entire unpaid balance for each month or portion thereof that an outstanding balance remains. **(Exemption to late payment charge: bills under \$20.00)**

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8. MULTI-ELEMENT CHARGES – (Cont'd)

8.2 CHARGES – (Cont'd)

(B) LATE PAYMENT CHARGES – (Cont'd)

(1) BILL DATE

If the bill date falls on a Sunday or on a holiday which is observed on a Monday, the bill date shall be the first non-holiday day following such Sunday or holiday.

If the bill date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the bill date shall be the last non-holiday day preceding such Saturday or holiday.

(2) BILL ROUND CHANGE

If a customer requests to have their bill date changed, the customer could receive two bills in less than 31 days. Unless already paid, the second bill will indicate a past due balance, this amount will not be subject to the 1.5% late payment charge.

(3) DISPUTED BILLS

The customer must provide to the Company specific written documentation to support their claim on all billing disputes.

(a) If the customer pays the disputed amount to the California Public Utilities Commission on or before the bill date and the dispute is resolved in favor of the customer, the late payment charge will not be applied to the disputed amount.

(b) If the customer disputes the bill on or before the bill date and pays only the undisputed amount on or before the bill date, and

(1) the billing dispute is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment charge; or

(2) if the billing dispute is resolved in favor of the customer, no late payment charge will apply to the disputed amount.

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9. SPECIAL ARRANGEMENTS

9.1 TEMPORARY PROMOTIONAL PROGRAMS

The Company may, from time to time, engage in promotional offerings to the Company's customers.

The Company may waive and/or discount specific tariff rates and/or charges, provide customers with credits based on meeting certain conditions, offer services under different terms and conditions, or offer other incentives to purchase tariffed services as specified in the offer.

(A) RESERVED

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10. SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS

10.1 GENERAL

(A) DESCRIPTION

This schedule is applicable to services and equipment for certified disabled individuals as prescribed by the CPUC.

(B) DEFINITIONS

*Certified Disabled Person(s)*

Individuals with physical impairments limiting their use of the telephone and who require special equipment or services to access the exchange and toll networks. Such a disability must be determined by a certifying authority as defined herein.

*Certifying Authorities*

Disabled individuals must be certified by a licensed physician or surgeon acting within the scope of their license, or by a qualified state agency determined by the Commission to receive specialized telephone communications equipment.

Deaf and hearing impaired individuals must be certified by a licensed physician, audiologist, or a qualified state agency determined by the Commission, as described below to, receive telecommunication devices capable of serving their needs.

*Qualified State Agencies*

The Department of Rehabilitation is qualified to certify disabled, deaf and hearing impaired individuals to receive specialized or supplementary telephone communication equipment.

State agencies desiring to be qualified to certify disabled, deaf, and hearing impaired individuals to receive specialized or supplementary telephone communications equipment shall send a letter to the Commission's Executive Director with a copy to the Telecommunications Division Director, identifying the state agency, personnel being designated to certify the disabled, deaf and hearing impaired individual. Upon receipt of a respondent letter from the Commission's Executive Director authorizing its certification program, such agency may begin its certification program.

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10. SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS - (Cont'd)

10.1 GENERAL - (Cont'd)

(B) DEFINITIONS - (Cont'd)

*Qualified State Agencies - (Cont'd)*

The Department of Rehabilitation and other qualified state agencies shall notify the Telecommunications Division Director by letter of any changes in the designated personnel with qualifications at least 20 working days prior to certifying any individuals.

*Recertification*

A Certified Disabled Person who has a medical certificate on file with a California local exchange carrier shall not be required to refile a medical certificate for participation in the disabled program unless the local exchange carrier is unable to locate the certificate, in which case a new filing will be necessary.

*Temporary Disability*

Temporarily disabled persons who submit a medical certificate to the local exchange carrier shall be included in the disabled program only for the actual period of certified disability.

(C) BUSINESS SERVICE

(1) Certified Disabled Persons whose primary residence is located at a facility that is classified as a business service (ergo residential care facility) are eligible for the provisions contained herein.

(2) Provision of specialized equipment or services is limited to situations where compatibility with existing business systems is technically feasible.

(D) MANUAL SERVICE

To provide Manual Service, facility or operating conditions may require the Company to install a dialer preset to "0" (operator). Under these conditions the dialing equipment will be considered a network interface and will be furnished free of charge to the Certified Disabled Person.

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10. SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS - (Cont'd)

10.2 SERVICES FOR DISABLED CUSTOMERS

(A) REGULATIONS

- (1) A Certified Disabled Person, as defined in 10.1(B) preceding, need not be a customer of the Company. Where residence service is involved, this individual must reside in the household of a customer who will be responsible for payment for service provided pursuant to the terms of this schedule. Where business service is involved, the Certified Disabled Person must be the Customer or an employee of the Customer who will be responsible for payment of service provided pursuant to the terms of this schedule.
- (2) Service provided pursuant to this schedule may commence upon receipt of a complete certification form provided by the Company. A letter (on official letterhead) from a Certifying Authority, defined in 15.1(B) preceding is acceptable in lieu of the certification portion of the form. However, the customer will be required to complete the remainder of the form.
- (3) The Company may, at its discretion, conduct an investigation to determine the validity of the completed certification form. If the Company determines that the certification is invalid, the customer will be required to pay for the difference between the rates paid pursuant to this schedule and the full rates in other applicable schedules.
- (4) Business customers may be required to reapply for service in this schedule annually. Residence service customers will be required to reapply as determined by the Company but not more than once a year. The Company will notify the business customer of the need to reapply. Upon receipt of the notification, the business customer must state which of the following conditions continues to exist:
  - (a) Notify the Company through re-application, that the Certified Disabled Person is still currently employed and that the service described in this schedule is still required.

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10. SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS - (Cont'd)

10.2 SERVICES FOR DISABLED CUSTOMERS - (Cont'd)

(A) REGULATIONS - (Cont'd)

(4) (Cont'd)

(b) Notify the Company that the employment of a particular Certified Disabled Person has been terminated and that the service is not longer required. The Company will then proceed to disconnect the service and require the return of all special equipment provided to the customer in accordance with this schedule.

or

(c) Notify the Company that the employment of a particular Certified Disabled Person has been terminated but that the service is still required. The Company will then provide service pursuant to the terms of (B)(1) following and other applicable schedules. The Customer will be responsible for returning any special equipment.

(5) When the business or residence customer fails to reapply for service or to certify that the Certified Disabled Person is still disabled, the service in (B)(1) following will be provided pursuant to other applicable schedules. The customer will be responsible for returning any special equipment.

(6) Where there is no longer a certified Disabled Person on the premises, a business or residence customer must notify the Company that service provided pursuant to this schedule is no longer required and request the service be disconnected or provided in accordance with other appropriate schedule. The service charges will not be applicable to this change.

(7) Special equipment for Certified Disabled Persons will not be furnished where customer-provided terminal equipment is not technically compatible with the special equipment offering.

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10. SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS - (Cont'd)

10.2 SERVICES FOR DISABLED CUSTOMERS - (Cont'd)

(B) RATES AND CHARGES

- (1) Each service enhancement for access lines is furnished to those Certified Disabled Persons, as defined in 10.1(B) preceding, at no charge to the customer.
- (2) Special equipment (available pursuant to Section D following) which enables basic access to the voice network, is available at no charge to the customer pursuant to the Company's contract with its consultant, Cooper, White and Cooper, Attorneys at Law.

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10. SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS - (Cont'd)

10.3 SERVICES FOR ORGANIZATIONS SERVING THE DEAF AND SEVERELY HEARING-IMPAIRED COMMUNITY

(A) DESCRIPTION

This Schedule is applicable to processing requests by the Company for telecommunications devices (TDDs) for the deaf from schools and private, non-profit organizations serving the deaf and severely hearing-impaired community in accordance with CPUC Resolution No. T-13060.

The Company shall:

- (1) Receive the request,
- (2) Investigate the request,
- (3) Approve the request if the following requirements are met,
- (4) Deny the request,
- (5) Disburse the TDDs when approved.

The CPUC shall continue to process requests from state agencies or those organizations not clearly meeting the guidelines set forth in this schedule.

(B) REGULATIONS

- (1) Organizations eligible to receive TDDs shall meet at least one of the following criteria:
  - (a) Private, non-profit, not tax-supported, and serve deaf or severely hearing-impaired, on a more than incidental basis, that is, at least 10% of the total clientele of the organization must be deaf or severely hearing-impaired. The requesting organization will provide services specifically serving the unique needs of the deaf and/or severely hearing-impaired community.
  - (b) Schools that are specifically for the deaf. The term "school" refers to both public and private schools.

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10. SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS - (Cont'd)
- 10.3 SERVICES FOR ORGANIZATIONS SERVING THE DEAF AND SEVERELY HEARING-IMPAIRED COMMUNITY - (Cont'd)
- (B) REGULATIONS - (Cont'd)
- (1) (Cont'd)
- (c) Schools that have significant programs for the deaf and/or severely hearing-impaired. The term "school" refers to both public and private schools. A significant program for deaf or severely hearing-impaired students is an established, on-going supplementary education program in addition to the mainstreaming of the student into the regular classroom.
- (d) Private, non-profit organizations under contract with the Department of Rehabilitation or the Department of Social Services. The requesting organization will supply to the Company documentation of the contract existing between itself and the state agency to establish eligibility.
- (2) The requesting organization shall supply the Company with any information requested by the Company. This may include but not be limited to the following.
- (a) The exact nature of the organization.
- (b) The source of funding for the organization.
- (c) The services provided by the organization to the deaf and/or severely hearing-impaired, the number of clients served, and a schedule of any fees charged for such service.
- (d) The services provided by the organization to persons who are not deaf or hearing-impaired and the relevant proportion of deaf/severely hearing-impaired clients.
- (e) The number of telephone lines in service with which a TDD would be used by the organization.
- (f) The number of organization staff who are deaf or severely hearing-impaired.

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10. SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS - (Cont'd)
- 10.3 SERVICES FOR ORGANIZATIONS SERVING THE DEAF AND SEVERELY HEARING-IMPAIRED COMMUNITY - (Cont'd)
- (B) REGULATIONS - (Cont'd)
- (3) An Organization which is eligible to receive a TDD must:
- (a) Ensure that there are trained employees available at all duty hours to use the TDD, including backup coverage when the designated individuals are out for any reason.
  - (b) Keep TDDs in operating order, plugged in, and ready to use without advance notice.
  - (c) Keep one telephone line for use with each authorized TDD.
  - (d) Widely circulate the TDD telephone number to constituents of the organizations. For example, the TDD number should be printed on all stationery, on business cards, in the telephone directory, and in any other literature of the organization.
  - (e) Not use the TDD outside California.
  - (f) Not charge substantial fees for its services to the deaf and severely hearing-impaired.
- (4) The TDD remains the property of the Trust Fund and is loaned to the recipient organization for as long as the recipient continues to be eligible and has a need for the TDD.
- (5) When requested to do so by the CPUC, the Company shall audit organizations which receive TDDs pursuant to this Schedule to determine effective use and continued need of authorized TDDs.
- (6) Compliance with the criteria outlined above will demonstrate that the TDD is being effectively utilized at the minimal acceptable level in the event that the recipient be audited by the Company under the direction of the CPUC.

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10. SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS - (Cont'd)

10.4 TELECOMMUNICATIONS DEVICES FOR THE DEAF OR SEVERELY HEARING-IMPAIRED

(A) REGULATIONS

- (1) A Certified Disabled Person, as defined in 10.1(B) preceding, need not be a customer of the Company. Where residence service is involved, the Certified Disabled Person must reside in the household of a customer who will be responsible for payment for service provided in this Schedule. Where business service is involved, the Certified Disabled Person may be the proprietor of the business, a partner, certified disabled employee, or individual whose residence is within the business service.
- (2) The cost of providing basic equipment will be charged to the Trust Fund. An initial roll of paper, where applicable, will be provided. Provision for paper replacement will be the responsibility of the user.
- (3) Service provided pursuant to this schedule may commence upon receipt of a completed certification form provided by the Company. A letter (on official letterhead) from a Certifying Authority, defined in 10.1(B) preceding, is acceptable in lieu of the certification portion of the form. However, the customer will be required to complete the remainder of the form. In addition, a deaf-blind individual will be required to complete a Braille skill verification form provided by the Company.
- (4) The Company may, at its discretion, conduct an investigation to determine the validity of the completed forms. If the Company determines that the form(s) is(are) invalid, the customer will be required to provide a valid form or return the equipment.
- (5) The TDDs require individual line service and certain TDDs require a standard jack or its equivalent conforming to 47 CFR 68.500. The charges and rates for individual line service apply.

These terminals do not have internal signaling or dialing capacity and must be used in conjunction with a telephone instrument incorporating such capacity.

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10. SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS - (Cont'd)

10.4 TELECOMMUNICATIONS DEVICES FOR THE DEAF OR SEVERELY  
HEARING-IMPAIRED - (Cont'd)

(A) REGULATIONS - ((Cont'd)

- (6) Where there is no longer a Certified Disabled Person on the premises, a business or residence customer must notify the Company that service described in this Schedule is no longer required and request said service be disconnected. The Customer will be responsible for returning the equipment upon the discontinuance of service and will be held responsible for the loss or damage of the equipment unless such loss or damage is due to causes beyond the customer's control. Where the Braille TDD is not returned, the Customer will be responsible for reimbursing all associated costs to the Trust Fund.
- (7) The Company will advise customers of designated repair locations for the TDDs.
- (8) The Company will direct the customer to a designated location to purchase additional paper at their own expense.
- (9) Definition of a Certified Deaf-blind user as it applies to TDDs and Supplemental Equipment is as follows:
  - (a) An individual with total or severe hearing loss that prohibits use of an amplified telephone; and
  - (b) Blind with knowledge and ability to read and write Grade 1 Braille.
- (10) Where a Braille TDD is provided to an individual for residential use through another state program, the deaf-blind applicant will not qualify under the program set forth in the Schedule.

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10. SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS - (Cont'd)  
10.4 TELECOMMUNICATIONS DEVICES FOR THE DEAF OR SEVERELY  
HEARING-IMPAIRED - (Cont'd)

(B) RATES AND CHARGES<sup>(1)</sup>

Special equipment described below is available at no charge to the customer pursuant to the Company's contract with its consultant, Cooper, White and Cooper.

(1) Telecommunications Terminal Devices (TDDs)

- (a) Display and Printer Type Terminal - Features include alternate five level (Baudot code) or eight level (ASCII) data signal transmission. Arranged for acoustic couple only.

For certified user, one only.

- (b) Special two-unit system composed of a modified TDD. Has a typewriter keyboard, 32 character visual display and an acoustic coupler connected to a Braille unit with a Braille keyboard and a 20-cell Braille display.

For certified deaf-blind user<sup>(2)</sup>, one only<sup>(3)</sup>.

(2) Supplemental Equipment

- (a) Relay switch for connection to commercial power and a lamp or signal. Signals the ringing of a telephone.

For certified user, one only

- (b) Special Signal System consisting of a sensor-transmitter and a wireless portable receiver which will vibrate at the sound of a telephone ring.

For certified deaf-blind user<sup>(2)</sup>, one system per household<sup>(3)</sup>.

Note 1: The nonrecurring charge for TDDs and Supplemental Equipment is billed to the Trust Fund.

Note 2: See 10.4(A)(9), preceding for definition of certified deaf-blind user.

Note 3: Additional portable receivers provided as required.

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10. SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS - (Cont'd)

10.5 SURCHARGES

(A) EXPLANATION

Pursuant to order of the California Public Utilities Commission and the provisions of Section No. 2881 of the CPUC Code each certified deaf or severely-hearing impaired subscriber or user, requiring a means of communication over the telephone system, will be furnished a Telecommunications Device and/or a signal unit at no charge in addition to basic exchange service. Pursuant to Decision No. 87-04-027, products and service for Certified Disabled Persons will also be made available at no charge. The cost of providing such minimum basic equipment features will be charged to a Trust Fund.

A surcharge as set forth in Schedule Cal. P.U.C. 1-T, Sheet 12 will be applied to all end user telecommunication intrastate services, both within a service area and between service areas, and shall be identified on subscriber's bills as "California Relay Service and Communications Device Fund." This surcharge will remain in effect until otherwise ordered by the Commission.

Pursuant to Decision 94-09-065, the surcharge applies to all monthly service billed in advance and for all usage billed after January 1, 1995, which is billed in February or later. The surcharge applies to all end user telecommunications service.

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10. SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS - (Cont'd)  
10.5 SURCHARGES - (Cont'd)

(B) EXCEPTIONS<sup>1</sup>

- One-way Radio Paging Service
- Universal Telephone Service (basic monthly exchange service)
- COPT Service - (Partial) Coin Sent Paid
- Semi-Public Coin Box Service - (Partial) Coin Sent Paid
- Public Telephone Service (ALL)
- IntraLATA Message Toll Telephone Service (Partial) Coin Sent Paid, Coin Station Service, and Coin Person Service
- Access Charge billed to telephone utilities which have a Certificate of Public Convenience and Necessity
- Pacific Bell Information Services Category III Services
- General Order 96-A contracts executed prior to September 15, 1994

The following taxes and surcharges are not revenues and would not be included:

- Public Utilities Commission Utilities Reimbursed Account fees
- Universal Telephone Service Fee
- FCC Network Access Charges for interstate calling
- California High Cost Fund Surcharge

Note 1: The surcharge should not be imposed on any telecommunications service that is for interconnection or access by common carriers or purchased by utilities for resale to the public.

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11. SWITCHED ACCESS

11.1 SWITCHED ACCESS SERVICE

Switched access service is provided pursuant to the terms and conditions contained in the tariff of SureWest Telephone, Schedule Cal. P.U.C. No. 1, Section 6. Rates for switched access service are listed below.

11.2 RATES AND CHARGES

(A) LOCAL TRANSPORT

(1) Entrance Facilities (per point of termination)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge First</u>	<u>Add'l</u>
(a) Voice Grade			
2-Wire	\$28.37	\$ 0.00	\$ 0.00
4-Wire	41.61	0.00	0.00
(b) DS1	127.68	599.16	283.74
(c) DS3			
• 1-year plan w/terminal equip	2,364.48	2,837.37	
• 1-year plan w/o terminal equip	1,560.55	2,128.03	
• 3-year plan w/terminal equip	1,797.00	Waived	
• 3-year plan w/o terminal equip	1,229.53	Waived	
• 5-year plan w/terminal equip	1,607.84	Waived	
• 5-year plan w/o terminal equip	1,068.74	Waived	
(d) DS3x3			
• 1-year plan w/terminal equip	6,610.13	5,674.74	
• 1-year plan w/o terminal equip	3,833.29	4,256.06	
• 3-year plan w/terminal equip	3,688.58	Waived	
• 3-year plan w/o terminal equip	2,175.32	Waived	
• 5-year plan w/terminal equip	3,073.82	Waived	
• 5-year plan w/o terminal equip	1,607.84	Waived	

(Continued)

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**COMPETITIVE LOCAL CARRIER**

11. SWITCHED ACCESS (Cont')

11.2 RATES AND CHARGES (Cont'd)

(A) LOCAL TRANSPORT (Cont'd)

(1) Entrance Facilities (per point of termination) (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge First</u>	<u>Add'l</u>
(e) DS3x12			
• 3-year plan w/terminal equip	\$10,640.14	Waived	
• 3-year plan w/o terminal equip	7,613.61	Waived	
• 5-year plan w/terminal equip	8,228.37	Waived	
• 5-year plan w/o terminal equip	5,958.48	Waived	

(2) Direct Trunked Transport

	<u>Rate</u>
(a) Direct Trunked Facility (per mile)	
• Voice Grade	\$ 0.43
• DS1	14.42
• DS3	41.33
• DS3x3	123.99
(b) Direct Trunked Termination (per termination)	
Voice Grade	11.82
DS1	30.50
DS3	260.09
DS3x3	780.27

(3) Tandem Switched Transport

(a) Tandem Switched Facility Per Access Minute per Mile	\$0.000028
(b) Tandem Switched Termination Per Access Minute per Termination	\$0.000225
(c) Tandem Switching Per Access Minute	\$0.000398

(Continued)

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**COMPETITIVE LOCAL CARRIER**

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11. SWITCHED ACCESS (Cont')

11.2 RATES AND CHARGES (Cont'd)

(A) LOCAL TRANSPORT (Cont'd)

(4) Multiplexing – per arrangement

	<u>Rate</u>
DS3 to DS1	\$331.03
DS1 to Voice	260.09

(B) END OFFICE

(1) Local Switching

- (T) Per Minute of Use \$0.017109

(2) Information Surcharge

- Per Minute of Use \$0.000481

(C) TOLL FREE NUMBER DATA BASE QUERY SERVICE

(1) Basic Query Charge \$0.004530

(D) MISCELLANEOUS SERVICES

Nonrecurring  
Charge

(1) Service Date Change Charge

A Service Date Change Charge will apply on a per order per occurrence basis for each service date changed. The applicable charge is:

Service Date Change Charge, per occurrence 21.75

(2) Design Change Charge

The Design Change Charge will apply on a per order per occurrence basis for each order requiring design change. The applicable charge is:

Design Change Charge, per occurrence 21.75

(3) Expedite Charge, per occurrence 44.00

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**COMPETITIVE LOCAL CARRIER**

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11. SWITCHED ACCESS (Cont')

11.2 RATES AND CHARGES (Cont'd)

(D) MISCELLANEOUS SERVICES (Cont'd)

Non-recurring  
Charge

(4) Carrier Selection Process for Equal Access

(a) Carrier Selection Service for Equal Access is provided pursuant to the terms and conditions of SureWest Telephone Schedule Cal. P.U.C. No. 1, Section 13.2.3

(b) Rates

Carrier Selection

Per Telephone Exchange Service line or trunk\*

(1) IntraLATA	\$5.50
(2) InterLATA Service	5.50
(3) IntraLATA/InterLATA Service – single carrier, same transaction	8.25

\* This charge is billed to the end user who is the customer to the Telephone Exchange Service.

Charges for unauthorized carrier charges are described in SureWest Telephone Schedule Cal. P.U.C. No. 1, Section 13.2.3

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**COMPETITIVE LOCAL CARRIER**

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12 INTER-CARRIER ARRANGEMENTS

(N)

12.1 INTERCONNECTION AND TERMINATION OF LOCAL AREA TRAFFIC

12.1.1 Interconnection

Arrangements for interconnection by incumbent local exchange carriers and competitive local carriers with the Company's facilities for the completion of local area traffic may be negotiated on a case-by-case basis as provided by The Federal Telecommunications Act of 1996 Section 251(b)(5).

12.1.2 Termination and Transit of Local Area Traffic

The Company will complete Local Area traffic for incumbent local exchange carriers and competitive local carriers with which the Company has direct or indirect interconnections for Local Area traffic. The terms, conditions, and compensation methods for handling such Local Area calls may be negotiated on a case-by-case basis; provided that, in cases where no agreement is in place for completion of such calls, the rates provided in this Tariff, following, shall be charged to the originating carrier for Local Area calls terminated by the Company or for which the Company provides Local Area transit (tandem switching) functions. Consistent with the FCC's definition of a local area (FCC 96-325, ¶1034, ¶1035), for the purpose of this Section 12, the "Local Area" shall be defined by the same local calling area set forth in the Company's Schedule Cal. P.U.C 1-T, Section 4.3, Local Calling Areas.

12.1.3 Rates

(A) Local Area Call Termination

	<u>Charge</u>
- Per MOU (Minute of Use)	\$0.00200

(B) Local Area Transit Traffic

	<u>Charge</u>
- Per MOU (Minutes of Use)	\$0.00313

(N)

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