

Sterling

BUSINESS LAW

A PRIVATE LAW FIRM

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VIA PRIORITY MAIL
September 1, 2020

Idaho Public Utilities Commission
11331 W. Chinden Blvd. Building 8
Suite 201-A
Boise, ID 83714

ETS - T - 20 - 01

In Re: Easton Telecom Services, L.L.C. –
Application for Certificate of Authority for Local Exchange Services in Idaho

To the Idaho Public Utilities Commission -

This office represents Easton Telecom Services, L.L.C. (“Easton”) and in this role, submits the following application. Specifically, Easton applies for a certificate of authority for local exchange services from the Idaho Public Utilities Commission (the “Commission”) and provides the following information in furtherance of the application.

I. Proposed Services

A narrative description of the telecommunication services provided by the Applicant and the geographic area and market to be served by the company. Other items of interest are whether the company is a facilities-based provider or a reseller, or some combination thereof; what general plans the company has to build facilities in the future; to which markets the provider will appeal; how the provider will market its products; whether the company currently provides or has a history of providing other services in Idaho; how the corporate family is structured.

Applicant is a limited liability company formed in the State of Ohio and registered in the State of Idaho. The Applicant is telecommunications reseller authorized in Idaho since 2002 with no facilities in the State of Idaho and no plans to build facilities in Idaho. The Applicant markets its services to business customers, by way of an independent sales channel.

The Applicant intends to provide twenty-four hour per day competitive resold local exchange services as well as resold long-distance, interstate services between points of origin within the State of Idaho to all points in the contiguous United States, Alaska, Hawaii and the U.S. Virgin Islands. Applicant proposes to provide its services to all equal access areas in the State of Idaho.

II. Form of Business

Easton Telecom Services, L.L.C.
3046 Brecksville Road
Summit II – Unit A
Richfield, OH 44286

Manager and President: Robert E. Mocas

Registered Agent: CT Corporation System
921 S. Orchard Street, Ste. G
Boise, ID 83705

State of Formation: Ohio.
See Idaho Secretary of State Certificate of Existence dated August 28, 2020
provided as Attachment II to this Application.

Members/Owners:

Heidi Mocas 50.0%
3046 Brecksville Road
Summit II – Unit A
Richfield, OH 44286

Robert E. Mocas 50.0%
3046 Brecksville Road
Summit II – Unit A
Richfield, OH 44286

III. Telecommunication Service

1. The date on which applicant proposes to begin construction or anticipates it will begin to provide service. **The Applicant intends to begin service upon approval from the Commission.**
2. A written description of customer classes and customer service[s] that the applicant proposes to offer to the public. **The Applicant intends to provide services to business customers throughout the State of Idaho.**

IV. Service Territory

1. A description sufficient for determining whether service is to be offered in a particular location; and the names of all incumbent local exchange corporations with whom the proposed utility is likely to compete. **The Applicant will resell CenturyLink local services within their territory and the Applicant will compete with CenturyLink's direct sales in these areas.**
2. Written description of the intended manner of service, for example, resold services or facilities based. A general description of the property owned or controlled by applicant. **The Applicant will deliver its services on a resold basis. The Applicant does not have facilities in the State of Idaho and does not intend to develop facilities in Idaho.**
3. A statement describing with whom the applicant is likely to compete. **The Applicant intends to compete with all other providers of competitive local service in the State of Idaho.**
4. A description of the property owned by the applicant clarifies the applicant's proposed services and operation. **The Applicant does not have facilities in the State of Idaho and does not intend to develop facilities in Idaho.**

V. Financial Information

1. Current detailed balance sheets, including a detailed income and profit and loss statements of applicant reflecting current and prior year balances for the twelve months ended as of the date of the balance sheet, or if not readily available, for the period since the close of the preceding calendar year. **The Applicant's current financial information and financial results for year 2019 appear as Attachment V.1. to this Application.**

2. If a balance sheet and income statement are not available, the applicant must submit financial data sufficient to establish that it possesses adequate financial resources to provide the proposed services. **N/A.**

VI. "Illustrative" Tariff Filings

Proposed initial tariff and price sheets setting forth rates, rules, terms, and regulations applicable to the contemplated service. **The Applicant's initial tariff appears as Attachment VI. to this Application.**

VII. Customer contacts

1. Contact information for the Applicant.

a) The name, address, and telephone number and electronic mailing addresses (if available) of the person(s) responsible for consumer inquiries and complaints from the public.

Customer Complaints:
Dawna R. Kornick
Director of Customer Support & Local Service
Easton Telecom Services, LLC
Summit II
3046 Brecksville Rd., Unit A
Richfield, OH 44286
P: 330.659.6700
F: 330.659.9379
dkornick@eastontel.com

b) A toll-free number for customer inquiries and complaints.

(800) 222-8122

c) The name, number, and electronic mailing addresses (if available) of the person(s) designated as a contact for the Commission Staff for resolving complaints, inquiries and matters concerning rates and price lists or tariffs.

Regulatory Matters:
Jim Kolezynski
Director of Operations

Easton Telecom Services, LLC
Summit II
3046 Brecksville Rd., Unit A
Richfield, OH 44286
P: 330.659.6700
F: 330.659.9379
jkolezynski@eastontel.com

VIII. Interconnection Agreements

Statements of whether the applicant has initiated interconnection negotiations and, if so, when and with whom. **The Applicant has an interconnection agreement with Qwest Corporation (now CenturyLink). The Case No. is QWE-T-09-12, Order No. 30875; dated August 6, 2009.**

IX. Compliance with Commission Rules

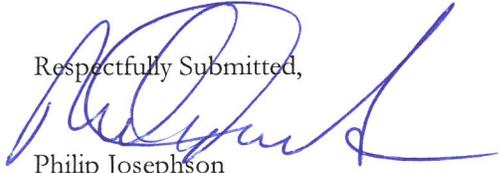
A written statement that the applicant has reviewed all of the Commission rules and agrees to comply with them, or a request for waiver of those rules believed to be inapplicable. **The Applicant has read all of the Commission rules and the Applicant agrees to comply with the Commission's rules.**

X. Escrow Account or Security Bond

1. If a company requires advance deposits by its customers, the company must submit a signed copy of an escrow account with a bonded escrow agent or a security bond. The escrow or bond shall be sufficient to meet customer deposit refunds in case of company default. **The Applicant does not require advance deposits from its customers.**
2. At the Commission's discretion, an additional deposit may be required to keep customers whole in case of company default. **The Applicant understands and agrees.**
3. The Commission will review the individual requirement of establishing an escrow or security account by the Company upon good showing by the Company for a period of two years. **The Applicant understands and agrees.**

###

Thank you for the opportunity to submit this Application and you may contact this office with all matters that pertain to this Application.

Respectfully Submitted,

Philip Josephson
FOR EASTON TELECOM SERVICES LLC

cc: Easton Telecom Services
Seven (7) copies to the Commission

Encl.: Certificate of Authority – Attachment II
Financial Statements – 2019 and 2020 Attachment V.1
Tariff - Attach VI

Attachment II
Idaho Certificate of Existence

Follows.

Attachment V.1
Applicant Financial Statements (2019 and interim 2020)

Follows.

Attachment VI
Applicant's initial tariff

Follows.



STATE OF IDAHO

Lawrence Denney | Secretary of State
Business Office
450 North 4th Street
PO Box 83720
Boise, ID 83720

August 28, 2020

Request Type: Certificate of Existence/Filing

Request #: 0003981293

Receipt #: 000375790

Issuance Date: 08/28/2020

Copies Requested: 0

Regarding: EASTON TELECOM SERVICES, L.L.C.

Filing Type: Foreign Limited Liability Company

Formation/Qualification Date: 11/29/2001

Status: Active-Existing

Duration Term: Perpetual

File #: 65595

Formation Locale: OHIO

Inactive Date:

Certificate of Existence

I, Lawrence Denney, Secretary of State of the State of Idaho, do hereby certify that effective as of the issuance date noted above

EASTON TELECOM SERVICES, L.L.C.

is a Limited Liability Company formed in the jurisdiction set forth above and is authorized to transact business in this State.

A handwritten signature in black ink, appearing to read "Lawrence Denney".

Lawrence Denney

Idaho Secretary of State

Processed By: Business Division

Verification #: 008873634

STATEMENT OF INCOME
EASTON TELECOM SERVICES, LLC.

	Year Ended December 31	
	2019	2018
Net sales	\$ 13,564,410	\$ 14,233,391
Purchase of phone services	8,548,885	8,701,516
Commissions	1,843,388	2,005,432
Cost of Sales	10,392,273	10,706,948
Gross Profit	3,172,137	3,526,443
Operating Expenses	2,747,780	2,930,917
Income from Operations	424,357	595,526
Other Income (Expense):		
Interest income	3,496	10,207
Interest expense	(43,794)	(42,465)
Other Income (Expense):	8,711	(53,190)
Total Other Expense	(31,587)	(85,448)
Income before Provision for City Income Taxes	392,770	510,078
Provision for city income taxes	18,103	16,422
Net Income	\$ 374,667	\$ 493,656

See accompanying notes and accountant's report.

BALANCE SHEET

EASTON TELECOM SERVICES, LLC.

	December 31	
	<u>2019</u>	<u>2018</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 792,370	\$ 756,669
Accounts receivable - trade	716,627	773,143
Prepaid expenses	<u>24,505</u>	<u>50,166</u>
Total Current Assets	1,533,502	1,579,978
PROPERTY AND EQUIPMENT:		
Cost	218,785	218,785
Less: Allowance for depreciation	<u>198,072</u>	<u>188,143</u>
Total Property and Equipment	<u>20,713</u>	<u>30,642</u>
Total Assets	<u>\$ 1,554,215</u>	<u>\$ 1,610,620</u>

See accompanying notes and accountant's report.

	December 31	
LIABILITIES AND MEMBER'S EQUITY (DEFICIT)	<u>2019</u>	<u>2018</u>
CURRENT LIABILITIES:		
Line-of-credit	\$ 500,000	\$ 379,990
Current portion of long-term debt	82,000	78,000
Accounts payable	1,243,934	1,220,256
Accrued commissions	141,650	159,592
Accrued profit sharing	54,066	70,568
Communications taxes payable	283,664	345,427
Deferred revenue	446,745	303,761
Accrued income taxes	<u>1,600</u>	<u>-</u>
Total Current Liabilities	2,753,659	2,557,594
 LONG-TERM DEBT - net of current portion	 <u>144,643</u>	 <u>226,046</u>
Total Liabilities	2,898,302	2,783,640
 MEMBER'S EQUITY (DEFICIT)	 <u>(1,344,087)</u>	 <u>(1,173,020)</u>
Total Liabilities and Member's Equity (Deficit)	<u>\$ 1,554,215</u>	<u>\$ 1,610,620</u>

STATEMENT OF MEMBER'S EQUITY (DEFICIT)

EASTON TELECOM SERVICES, LLC.

	Year Ended December 31	
	<u>2019</u>	<u>2018</u>
Beginning - Member's Equity (Deficit)	\$ (1,173,020)	\$ (1,093,499)
Net income	374,667	493,656
Distributions	<u>(545,734)</u>	<u>(573,177)</u>
Ending - Member's Equity (Deficit)	<u>\$ (1,344,087)</u>	<u>\$ (1,173,020)</u>

See accompanying notes and accountant's report.

Easton Telecom Services LLC

3046 Brecksville Road
Summit II Unit A
Richfield, OH 44286

Profit & Loss

January 2020 through July 2020

	This Year	Last Year	% Difference
Income			
Retail Income			
Total Retail Income	\$6,908,088.47		
Wholesale Income			
Wholesale Income Total	\$545,147.75		
Service Income			
Service Income Total	\$647,223.78		
Total Income	\$8,100,460.00		
Total Cost of Sales	\$6,217,138.80		
Gross Profit	\$1,883,321.20		
Expenses			
Total Expenses	\$1,575,374.63		
Operating Profit	\$307,946.57		
Other Income			
Interest Income	(\$238.67)		
Misc Income	\$1,561.87		
Total Other Income	\$1,323.20		
Other Expenses			
Interest Expense	\$10,036.17		
Ohio City Income Tax Provision	\$0.00		
Total Other Expenses	\$10,036.67		
Net Profit / (Loss)	\$299,233.10		
Owners Draw	\$ 294,606.65		
Net Profit/Loss After Draw	\$4,626.45		

Easton Telecom Services LLC

3046 Brecksville Road
Summit II Unit A
Richfield, OH 44286

Balance Sheet

As of July 2020

Assets	
Current Assets	
Total Current Assets	\$813,086.07
Total Assets	\$834,031.15
Liabilities	
Total Liabilities	\$2,173,491.83
Equity	
Owner's Investment	\$10,000.00
Owner's Withdrawal	(\$840,340.39)
Retained Earnings	(\$808,353.39)
Current Year Earnings	\$299,233.10
Total Equity	(\$1,339,460.68)
Total Liability & Equity	\$834,031.15



IDAHO TELECOMMUNICATIONS SERVICE GUIDE

Easton Telecom Services, L.L.C.



Thank you for selecting Easton Telecom Services, L.L.C. as your Telecommunications service provider. This Service Guide, in conjunction with any existing separate Service Agreements if applicable, constitute the rates, terms, and conditions for use of Easton's retail Telecommunications services within the State of Idaho. Easton has been granted Idaho Public Utilities Commission authority to provide Services under this Service Guide in lieu of a Tariff.

For additional information or assistance, please visit us on the web at www.eastontel.com or contact our Customer Care representatives, toll free at 800.222.8122, or in writing addressed to the attention of Customer Service, 3046 Brecksville Road, Summit II, Richfield, OH 44286.

This Service Guide is subject to change by the Company from time to time. Check Easton Telecom Services, L.L.C.'s web site for the most current version. This Service Guide reflects the version in effect as of September 1, 2020.



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APPLICATION OF SERVICE GUIDE

Thank you for selecting Easton Telecom Services, L.L.C. ("Easton" or "Company") as your local and/or long distance Telecommunications service provider. This Service Guide establishes the standard rates, terms, and conditions that apply to the provision and your use of Easton's retail local exchange and interexchange long distance Telecommunications Services in the State of Idaho. Your verbal or written Service Order or any use by you of Easton's Service constitutes agreement by you to all of the rates, terms, and conditions set forth in this Service Guide, including any other documents specifically incorporated herein.

The provisions of this Service Guide apply only to retail intrastate Telecommunications services furnished by Easton and do not apply, unless otherwise specified, to any other services, including, without limitation, Information Services and other unregulated services offered by Easton. Except as expressly specified in this Service Guide with respect to particular Service plans ordered by Customers, the rates and charges set forth in this Service Guide do not cover lines, facilities, or services furnished to Customers by other carriers, including, without limitation, lines, facilities, or services that are used by Customers to access Easton's long distance Services or to complete calls to or from points beyond Easton's local network calling areas. Customers are solely responsible for obtaining any Customer Premises equipment and for establishing suitable agreements or other arrangements with other carriers that may be needed to access and use Easton's Services.

The provisions of this Service Guide, together with any applicable Tariffs, establish the sole and exclusive rates, terms, conditions, and understandings pertaining to Easton's provision and Customer's use of Services ordered by Customer, and supersede all prior agreements, proposals, representations, and understandings, whether written or oral, with respect to such Services. No provisions of this Service Guide or any Applicable Tariff may be changed, waived, or otherwise amended, or modified in any manner except pursuant to a written document that has been duly executed by Easton for such purpose.

In the event of any conflict between the provisions of this Service Guide and any Applicable Tariff, such conflict will be resolved by giving preference, first, to the Applicable Tariff provisions and, second, to this Service Guide.

The rates, rules, terms, and conditions contained in this Service Guide are subject to change at Easton's sole discretion. Customers will be notified of changes through bill messages or inserts or otherwise in accordance with applicable law prior to the date on which changes become effective. Changes will also be posted on Easton's website at <https://eastontelecom.com>. Your continued use of Easton's Service following any such changes constitutes your agreement to such changes.

This Service Guide is governed by and interpreted according to applicable laws and regulations of Idaho.

For additional information or assistance, please visit us on the web at www.eastontelecom.com or contact our Customer Care representatives, toll free at 800.222.8122, 330.659.6700, via Email to custservice@eastontel.com or in writing addressed to the attention of Customer Service, 3046 Brecksville Road, Summit II, Richfield, OH 44286. Customer Service representatives are available to address inquiries during company business hours from Monday through Friday 8:30 a.m. to 5 p.m. Eastern Time.



SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement that connects the customer's location to a switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Carrier or Company - Whenever used in this Service Guide, "Carrier" or "Company" refers to Easton Telecom Services, LLC, unless otherwise specified or clearly indicated by the context.

Commission - The Idaho Public Utilities Commission.

Common Carrier - A company or entity providing Telecommunications services to the public.

Customer - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's Service Guide.

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Holidays - The Company's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits, busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a Common Carrier or other entity other than the Carrier. Any Interruption allowance provided within this Service Guide by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Service Guide, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Service Guide or by applicable law.

Local Exchange Services - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.



SECTION 2 - RULES AND REGULATIONS

2.1. Undertaking of the Company

2.1.1 Application of Service Guide

- A. This Service Guide contains the regulations and rates applicable to intrastate resale communications services provided by Carrier for Telecommunications between points within the State. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Service Guide. Service is available 24 hours a day, seven days a week.
- B. The rates and regulations contained in this Service Guide apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other Common Carrier for use in accessing the services of Carrier. Should Customers use such services to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Terms and Conditions

- A. Except as otherwise provided herein, the minimum period of service is one month (30 days). All payments for service are due by the date specified on the bill sent by the Company that may not be less than 21 days after the date of the postmark on the bill. All calculations of dates set forth in this Service Guide shall be based on calendar days.

Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

- B. At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates, unless terminated by either party upon proper written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this Service Guide prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Agreement shall survive such termination.
- C. This Service Guide shall be interpreted and governed by the laws of the State of Idaho.



SECTION 2 - RULES AND REGULATIONS, Continued

2.1. Undertaking of the Company, Continued

2.1.2 Terms and Conditions, Continued

- D. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, on sixty (60) days' notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.2. Shortage of Equipment or Facilities

- 2.2.1 The Company reserves the right to limit or 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.
- 2.2.2 The furnishing of service under this Service Guide is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company for resale.

2.3. Use of Service

- 2.3.1 Services provided under this Service Guide may be used for any lawful purpose for which the service is technically suited.
- 2.3.2 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.3.3 Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.3.4 Carrier does not transmit messages pursuant to this Service Guide, but its services may be used for that purpose.
- 2.3.5 Carrier's services may be denied for nonpayment of charges or for other violations of this Service Guide.



SECTION 2 - RULES AND REGULATIONS, Continued

2.4. Liabilities of the Company

- 2.4.1 Due to the unavailability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting carriers, the services and facilities furnished by the Carrier and connecting carriers are subject to the terms, conditions and limitations set forth herein.
- 2.4.2 When service is interrupted for a period of at least 24 hours after notice by the Customer to Carrier, an allowance equal to 1/28 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the Customer to the Carrier. Credit for any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges.
- 2.4.3 The liability of the Carrier for any loss or damages whatsoever arising out of mistakes, omissions, delays, errors, defects or failures in the service, or in any regulated or non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Service Guide charge for the call involved. Under no circumstances shall the Carrier be liable for any consequential, special, indirect incidental or exemplary damages.
- 2.4.4 Carrier shall not be liable for any act or omission or any connecting carrier, underlying carrier, or local exchange company; for acts or omission of any other providers of connections, facilities, or for service other than the Carrier; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.
- 2.4.5 Carrier shall not be liable for defacement of, or damage to, the Premises of a Customer resulting from the attachment or instruments, apparatus and associated wiring furnished by the Carrier on such Customer's Premises or by the installation or removal thereof, when such defacement or damage is not the result of the Carrier's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Carrier.



SECTION 2 - RULES AND REGULATIONS, Continued

2.4. Liabilities of the Company, Continued

2.4.6 Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.

2.4.7 Carrier shall not be liable for any unlawful or unauthorized use of Carrier's facilities and service, unless such use results solely from the negligence or willful misconduct of Carrier.

2.4.8 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

2.5. Equipment

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that customer-provided equipment connected to Company equipment or facilities is compatible with such equipment or facilities.

2.6. Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this Service Guide.

SECTION 2 - RULES AND REGULATIONS, Continued

2.7. Establishing Credit

2.7.1 The Company, in order to assure the payment of its charges for service, may require applicants and customers to establish and maintain credit.

2.7.2 Applicants for Service

- A. The Company may refuse to furnish service to an applicant that has not established credit or has not paid charges for service of the same classification (residence or business), previously furnished by the Company at the same or another address, until arrangements suitable to the Company have been made to pay such charges.
- B. Residence service applicants may establish credit in one of the following ways:
 - 1. Responding in a manner satisfactory to the Company to a set of standard questions. The applicant may be required to provide proof in support of these responses.
 - 2. Payment of a cash deposit to the Company in accordance with the following section.
 - 3. Providing a sufficient written guarantee of payment for service by a guarantor satisfactory to the Company.
 - 4. Providing a surety bond, provided that such surety bond has been issued by an insurance company that has received a certificate of authority from the Department of Insurance to do business in Idaho.
- C. Business service applicants may establish credit by meeting the requirements of the Company's Business Credit Evaluation Plan or of 2.7.2.B.2 or 2.7.2.B.4 above.
- D. If verification of an applicant's credit is required, the Company will permit service to be installed upon the advance payment by the applicant of an amount equal to applicable service charges and initial nonrecurring charges applicable for service installation plus the estimated amount of the applicant's monthly bill for service. Such advance payment will be credited to the applicant's service account but does not relieve the applicant of his responsibility to subsequently establish credit in accordance with the rules.
- E. If credit is not established the Company may disconnect the service not sooner than five days after delivery or eight days after mailing of written notice of intention to disconnect.



SECTION 2 - RULES AND REGULATIONS, Continued

2.7. Establishing Credit, Continued

2.7.2 Applicants for Service, Continued

- F. When a customer's service has been disconnected in accordance with the above, service will not be reconnected until the customer has established credit.

2.7.3 Customers

- A. A customer may be required to reestablish credit by the payment or increase of a cash deposit in accordance with the Deposit section when any of the following conditions occur:
 - 1. During the first twelve months that a customer receives service, the customer pays late four times or has service disconnected by the Company for nonpayment two times.
 - 2. After the first twelve months that the customer has received service, the customer has had service disconnected twice by the Company within a twelve-month period or the Company provides evidence that the customer used a device or scheme to obtain service without payment.
 - 3. After the first twelve months that a business customer has received service, the business customer pays late at least six times during any twelve-month period.
- B. Payment by the customer of delinquent bills may not of itself relieve the customer from the obligation of establishing credit. A customer may be required to 2.7.2.B. (1), (2), or (3) preceding.
- C. The Company will make its request for a deposit within 45 days after the event, giving rise to the request takes place.

SECTION 2 - RULES AND REGULATIONS, Continued

2.8. Deposits

The Company may also require a security deposit before service is restored (along with the payment of charges due) from the Customer whose service has been discontinued for nonpayment of overdue charges.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.8.1 Amount of Deposit

The amount of the cash deposit may not exceed two (2) month's estimated usage for residential customers and four (4) month's estimated usage for business customers.

2.8.2 Payment of Deposits

The company may request that a maximum of 1/3 of the amount of the requested deposit from any customer be paid within twelve (12) days after the date of the request for deposit. An applicant may be requested to pay no more than 1/3 of the deposit amount prior to the establishment of service. At least two billing periods shall be allowed for the balance of the deposit. A customer or applicant may, at their option, pay the deposit on a more expedited schedule.

2.8.3 Refund of Deposit

Deposits plus interest will be eligible for refund after being held for 12 months so long as:

- A. the customer has paid any past due bill for service owed to the company;
- B. service has not been discontinued for nonpayment;
- C. the customer has not paid late four (4) times, or
- D. the company has not provided evidence that the customer used a device or scheme to obtain service without payment.

2.8.4 Adjustments to Deposit

If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate.



SECTION 2 - RULES AND REGULATIONS, Continued

2.8. Deposits, Continued

2.8.5 Interest to be Paid on Deposits

Interest at the percentage rate determined annually by the Commission shall be paid by the Company on all deposits made for the purpose of establishing credit but in no case shall interest be allowed for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. Interest shall be computed from the date of payment of the deposit and shall be paid to the customer as follows:

- A. By credit to the customer's account annually,
- B. By payment, no more than once in any 12-month period, when requested by the customer, or
- C. By adding the accrued interest to the amount of the deposit at the time such deposit is refunded or applied to an unpaid bill of the customer.

2.8.6 Records of Deposits

The Company shall maintain records of deposits together with interest, which collectively will show all transaction pertaining to each deposit. The Company shall provide the applicant or customer with a Deposit Receipt for any deposit received. The receipt will show the customer's name, service address, serial number, type of service, amount of deposit, rate of interest, date received, Company's name, and a statement of the conditions under which the deposit will be refunded.

2.9. Payment for Services

2.9.1 Due Date

The due date printed on the bill will be at least 21 days after the date of the postmark on the bill, if mailed, or the date of delivery as shown on the bill if delivered by other means. Customers may pay for service by check, draft or other negotiable instrument denominated in U.S. dollars acceptable to the company or in United States currency.

2.9.2 Customer Payment Responsibilities

The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments.



SECTION 2 - RULES AND REGULATIONS, Continued

2.9. Payment for Services, Continued

2.9.3. Billing inquiries may be directed to the Company at the address below or its toll-free number **1-800-222-8122**. When a Customer disputes a particular bill, the company shall not discontinue service for nonpayment so long as the customer pays the undisputed portion of the bill; pays all future periodic bills by the Due Date; and enters into discussions with the company to settle the dispute with dispatch. No late payment charge shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due. The Carrier's address is:

Customer Service
Easton Telecom Services, LLC
3046 Brecksville Road, Summit II
Richfield, OH 44286

2.9.4. If there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate complaint with the Commission. The address of the Commission is:

Idaho Public Utilities Commission
11331 W Chinden Blvd, Ste 201-a
Boise, ID 83714
Telephone: 208.334.0300
Online: <https://puc.idaho.gov/>

2.9.5. In the event a customer pays a bill as submitted by the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the company will refund the overcharge with interest from the date of overpayment by the Customer.

2.10. Deferred Payment Agreements

2.10.1. Residential customers who are indebted to the Company for past due utility service shall have the opportunity to make arrangements with the Company to retire the delinquent amount by periodic payments. All applicants for service, nonresidential customers who have failed to make payment under such a plan during the past twelve (12) months, who are indebted to the Company for past due utility service, may have the opportunity, at the discretion of the company, to make such arrangements.

2.10.2. The terms and conditions of a Deferred Payment Agreement will be in writing and will be determined by the Company after consideration of the size of the past due account, the customer's or applicant's ability to pay, the customer's or applicant's payment history, reasons for delinquency, and any other relevant factors relating to the circumstance of the customer's or applicant's service.

SECTION 2 - RULES AND REGULATIONS, Continued

2.10. Deferred Payment Agreements

- 2.10.3. An applicant for residential service or a residential customer will be required to pay no more than $\frac{1}{4}$ of the amount past due at the time of entering into the Deferred Payment Agreement. An applicant for business service or a business customer will be required to pay no more than $\frac{1}{3}$ of the amount past due at the time of entering into the Deferred Payment Agreement. The Company will allow the customer or applicant a minimum of four months and a maximum of twelve months in which to complete payment pursuant to this Agreement.
- 2.10.4. A Deferred Payment Agreement will be in writing, with a copy provided to the applicant or customer, and will explain that the customer is required to pay all future bills by the Due Date and provide the terms of the agreement as to how the delinquent amount is to be retired.

2.11. Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. The Customer is responsible for the payment of any sales, use gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

2.12. Late Payment Charge

The Company will assess a late payment charge equal to the amount prescribed in this Service Guide.

2.13. Cancellation by Customer

Customer may cancel service by providing written notice to the Company.

2.14. Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

SECTION 2 - RULES AND REGULATIONS, Continued

2.15. Termination of Service by Carrier

- 2.15.1** The Company may discontinue or refuse service for any of the reasons set forth below:
- A. For failure to make or increase a deposit as set forth herein.
 - B. For failure to pay a past due bill owed to the Company.
 - C. For failure to provide Company representatives with necessary access to the Company-owned service equipment, after the Company has made a written request for access.
 - D. For failure to make payment in accordance with the terms of a Deferred Payment Arrangement;
 - E. The Company has reason to believe that a customer has used a device or scheme to obtain service without payment and where the company has so notified the customer prior to disconnection.
 - F. For violation of or noncompliance with a Commission order.
 - G. For violation of or noncompliance with any rules of the company on file with the Commission for which the company is authorized to discontinue service for violation or noncompliance on the part of the customer or user;
 - H. For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service.
 - I. The Customer's use of equipment adversely affects the Company's service to others. This disconnection may be done without notice to the Customer or user.
 - J. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
 - K. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

SECTION 2 - RULES AND REGULATIONS, Continued

- 2.15.2. The following will not constitute sufficient cause for discontinuance or refusal of service:
- A. Except as set forth in section 2.15.1.B. above, failure to pay the past due bill of a previous customer of the Premises to be served, unless the applicant for service voluntarily signed a form agreeing to assume responsibility for the bills of the previous customer, or the previous customer is currently a member of the same household as the applicant.
 - B. Failure to pay charges for directory advertising.
 - C. Failure to pay the past due bill for a different class of service (residential or business).
 - D. Failure to pay charges for terminal equipment or other telephone equipment purchased from the Company, an affiliate, or a subsidiary.
- 2.15.3. Discontinuance Procedures
- A. The Company will only discontinue service after it has mailed or delivered a written notice of discontinuance. Service will not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance will be delivered separately from any other written matter or bill.
 - B. Notice of discontinuance will not be mailed before the third business day following the Due Date.
 - C. Notice of discontinuance will remain in effect for twenty (20) days beyond the date of discontinuance shown on the notice. The Company will not discontinue service beyond the 20-day period until at least five (5) days after delivery of a new written notice of discontinuance or eight (8) days after the postmark on a mailed notice.

SECTION 2 - RULES AND REGULATIONS, Continued

2.15. Termination of Service by Carrier, Continued

12.15.3. Discontinuance Procedures, Continued

- D. In addition to the written notice, the company shall attempt to advise the customer when service is scheduled for discontinuance. The company shall not deliver more than two consecutive notices of discontinuance for past due bill without engaging in collection activity with the customer.
- E. Service will not be discontinued for a past due bill after 12:00 noon on a day before or on any Saturday, Sunday, legal holiday recognized by the State of Idaho, or any day when the utility's business offices are not open. Services will be discontinued only between the hours of 8:00 a.m. and 2:00 p.m., unless the Company is prepared to restore the Customer's service within three hours of receipt of payment.
- F. Service will not be discontinued, and will be restored if discontinued, where a present customer who is indebted to the company enters into and complies with a Deferred Payment Agreement as described in this Service Guide.

12.15.4. The following additional provisions will apply for the termination of residential service:

- A. The Company will postpone discontinuance of telephone service to a residential customer for thirty (30) days from the date of certification by a licensed physician that discontinuance of service will aggravate an existing medical emergency or create a medical emergency for the customer or a permanent resident in the customer's household. Initial certification by the certifying physician may be by telephone if written certification is forwarded within five (5) days.
- B. This certificate of medical emergency must be in writing on stationery that clearly sets forth the name of the doctor, hospital, or medical clinic. The certificate must clearly show the name of the person whose illness would be aggravated, the nature of the medical emergency, and the name, title, and signature of the licensed physician certifying the medical emergency.
- C. Initial certification shall prohibit discontinuance of service for thirty (30) days. Certification may be renewed by the customer for one additional thirty (30) day period by providing another certificate to the utility. Failure to so renew the certificate shall entitle the utility to initiate discontinuance procedures. Within the first 30 days the customer must enter into a Deferred Payment Agreement for the retirement of the unpaid balance of the account and keep the current account paid during the period that the unpaid balance is to be retired.
- D. In the event service is discontinued within ten (10) days prior to certification of illness by or for a qualifying resident, service shall be restored to that residence if a proper certification is thereafter made in accordance with the foregoing provisions.

SECTION 2 - RULES AND REGULATIONS, Continued

2.16. Interruption of Service

Credit allowances for Interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to the general liability provisions set forth in this Service Guide. It shall be the obligation of the Customer to notify Company immediately of any Interruption in service for which Customer desires a credit allowance. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer- provided or Company-provided automatic dialing equipment are not deemed an Interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

2.17 Credit for Interruptions

- 2.17.1. Subject to the exceptions contained in Section 2.17.2, when use of service or facilities furnished by the Company is interrupted, the following adjustments of the monthly Recurring Charges subject to Interruptions will be allowed for the service and facilities rendered useless and inoperable by the reason of the Interruption whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company:
- A. If the interruption lasts for greater than twenty-four (24) hours but equal to or less than forty-eight (48) hours, Company shall provide a credit equal to a pro-rata portion of monthly recurring charges for the services interrupted;
 - B. If the Interruption last for greater than forty-eight (48) hours but equal to or less than seventy-two (72) hours, Company shall provide a credit for 33% of one month's recurring charges for all interrupted services;
 - C. If the Interruption last for greater than seventy-two (72) hours but equal to or less than ninety-six (96) hours, Company shall provide a credit 67% of one month's recurring charges for all interrupted services;



SECTION 2 - RULES AND REGULATIONS, Continued

2.17. Credit for Interruptions, Continued

2.17.1. Continued

- D. If the Interruption lasts for greater than ninety-six (96) hours but equal to or less than one hundred (120) hours, Company shall provide a credit for one full month's recurring charges for all interrupted services;
- E. If the Interruption lasts for greater than one hundred (120) hours, Company will provide alternative phone service to the Customers or provide an additional credit of \$20 per day, at the Customer's option.
- F. The credit for services applies to the following non-usage sensitive services:
 - Monthly Basic Local Service
 - End User Common Line Charge (EUCL) (may be referred to as Subscriber Line Charges -SLC)
 - Flat Rated Extended Area Service (where applicable)
 - Custom Calling Features
 - Class Features
- G. For calculating credit allowances, every month is considered to have 30 days. Only those facilities on the interrupted portion of the circuit will receive a credit.
- H. The customer shall be notified that he/she may choose alternative telephone service or an additional credit of \$20 per day when the service disruption continues beyond the initial 120-hour period, so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive \$20 per day.

2.17.2. Limitations on Credit for Interruption Allowance

Credits do not apply if the violations of a service quality standard:

- A. occurs as a result of a negligent or willful act on the part of the customer;
- B. occurs as a result of a malfunction of the customer-owned telephone equipment or inside wiring;



SECTION 2 - RULES AND REGULATIONS, Continued

2.17. Credit for Interruptions, Continued

2.17.2 Limitations on Credit for Interruption Allowance, Continued

- C. occurs as a result of, or is extended by, an emergency situation; An emergency situation is defined as:
1. a declaration made by the applicable State or federal governmental agency that the area served by the Company is either a State or federal disaster area;
 2. an act of third parties, including acts of terrorism, vandalism, riot, civil unrest, or war, or acts of parties that are not agents, employees or contractors of the Company, or the first 7 calendar days of a strike or other work stoppage;
 3. a severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood fire that prevents the Company for restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.
- D. An emergency situation shall not include:
1. a single event caused by high temperature conditions alone; or
 2. a single event caused, or exacerbated in scope and duration, by acts or omissions of the Company, its agents, employees or contractors or by conditions of facilities, equipment, or Premises owed or operated by the Company;
 3. any service Interruption that occurs during a single event listed above, but are not caused by those single events; or
 4. a single event that the Company could have reasonably foreseen and taken precaution to prevent; provided, however, that in no event shall a Company be required to undertake precautions that are technically infeasible or economically prohibitive.
 5. is extended by the Company's inability to gain access to the customer's Premises due to the customer missing an appointment, provided that the violation is not further extended by the Company;
 6. occurs as a result of a customer request to change the scheduled appointment, provided that the violation is not further extended by the Company; or

SECTION 2 - RULES AND REGULATIONS, Continued

2.17. Credit for Interruptions, Continued

2.17.2 Limitations on Credit for Interruption Allowance, Continued

D. Continued

7. occurs as a result of a lack of facilities where a customer requests service at a geographically remote location, a customer requests service in a geographic area where the Company is not currently offering service, or there are insufficient facilities to meet the customer's request for Service, subject to a Company's obligation

2.18. Credits For New Service Installation

2.18.1. The Company shall install basic Local Exchange Service within 5 business days after receipt of an order from the customer unless the customer requests an installation dated that is beyond 5 business days after placing the order for basic service. (If the Company offers basic Local Exchange Service utilizing the network of network elements of another carrier shall install new lines for basic Local Exchange Service within 3 business days after the other carrier has completed provisioning.)

- A. If the Company fails to install basic local service within five (5) business days, the Company will waive 50% of any installation charges or if the installation is pursuant to the Link Up program, the Company shall provide a credit of \$25.
- B. If the Company fails to install service within ten (10) business days after the service application is placed, or fails to install service within 5 business days after the customer's requested installation date, if the requested date was more than 5 business days after the date of the order, the Company shall waive 100% of the installation charge, or in the absences of an installation charge or where installations is pursuant to the Link Up program, the Company shall provide a credit of \$50.
- C. For each day that the failure to install service continues beyond the initial ten (10) business days, or beyond five (5) business days after the customer's requested installation date, whichever is greater, the Company will either provide alternative telephone service or an additional credit of \$20 per day, at the Customer's option until service has been installed.

SECTION 2 - RULES AND REGULATIONS, Continued

2.18. Credits For New Service Installation, Continued

- 2.18.2. The customer shall be notified that he/she may choose alternative telephone service or an additional credit of \$20 per day when installation is delayed continues beyond the initial 10 business days, or beyond 5 business days after the customer's requested installation date, if the requested date was more than 5 business days after the date of the order, so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive \$20 per day.
- 2.18.2. If installation of service is requested on or by a date more than 5 business days in the future, the Company shall install service by the date requested.
- 2.18.3. If the Company fails to keep a scheduled repair or installation appointment when a customer Premises visit requires a customer to be present, the Company shall credit the customer \$50 per missed appointment. A credit does not apply when the Company provides the customer with 24-hour notice of its inability to keep the appointment. The 24-hour notice period shall be construed to mean 24 hours' notice by the end of each 4-hour window the day before the scheduled appointment.

2.19. Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier. The Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.20. Dishonored Check Charge

Any person submitting a check to the Carrier as payment for services, which is subsequently dishonored by the issuing institution, shall be charged a per check fee as set forth in the rate section of this Service Guide.

If the customer remits to the company on more than one occasion during a 12-month period a check, draft, or other instrument that is dishonored the company may refuse acceptance of further checks and place the customer on a "cash" basis. Under a "cash" basis the company may require the customer to pay by money order, certified check or cash.

2.21. Service Restoral Charge

The Company will not charge a service restoral fee.



SECTION 2 - RULES AND REGULATIONS, Continued

2.22. Customer Complaints

Customers can reach the Company's Customer Service department by dialing the toll free number **1-800-222-8122**. The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner. The company shall direct its personnel engaged in personal contact with the applicant, customer, or user seeking dispute resolution to inform the customer of their right to have the problem considered and acted upon by supervisory personnel of the company where any dispute cannot be resolved. The company shall further direct such supervisory personnel to inform such customer who expresses nonacceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission and shall furnish them with the telephone number and address of the Commission as follows:

Idaho Public Utilities Commission
11331 W Chinden Blvd, Ste 201-a
Boise, ID 83714
Telephone: 208.334.0300
Online: <https://puc.idaho.gov/>

2.23. Access to Carrier of Choice

End users of the Company's local service shall have the right to select the interexchange Telecommunications service provider of their choice. The interexchange provider should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. The Company should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

2.24. Directory Listings

2.24.1. The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier, under the conditions imposed by the dominant local exchange carrier.

2.24.2. The Company is not liable for any errors or omissions in directory listings.

SECTION 2 - RULES AND REGULATIONS, Continued

2.25. Universal Emergency Telephone Number Service (911, E911)

- 2.25.1. Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 selectively routes an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).
- 2.25.2. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, Interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- 2.25.3. This Service Guide does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.25.4. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.
- 2.25.5. The 911 calling party, by dialing 911, waives the privacy afforded by unlisted and unpublished service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.25.6. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.



SECTION 2 - RULES AND REGULATIONS, Continued

2.25. Universal Emergency Telephone Number Service (911, E911), Continued

2.25.7. The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party(ies) accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

2.25.8 Under the terms of this Service Guide, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by 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 customer or others.

2.26. Individual Case Basis (ICB) Arrangements (Customer Specific Pricing)

Pursuant to Section 392.200.8 RSMO, Customer-specific ICB pricing is authorized only for: (1) dedicated, non-switched, private line, and special access services, (2) central office based switching systems which substitute for customer premise, private branch exchange (PBX) services and (3) any retail business service. Company will provide copies of its customer contracts to the Staff, upon request, on a proprietary basis.



SECTION 3 - RATES AND SERVICES

3.1. Service Area

The Company will provide Local Exchange Service throughout the geographic area serviced by its underlying carrier(s), CenturyLink within the State of Idaho. The Company concurs in the exchange areas and boundaries listed in the applicable local exchange tariffs of the incumbent local exchange carrier (s).

3.2. Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.2 Chargeable time for all calls ends when the parties disconnect from the call.

3.2.3 Minimum call duration and additional increments for billing are specified in the description of each service.

3.2.4 No charges apply to incomplete calls.

3.2.5 When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the entire call.

3.3. Rate Periods

Company's services are not time of day sensitive. The same rate applies 24 hours per day, 7 days per week.



SECTION 3 - RATES AND SERVICES, Continued

3.4. Returned Check Charge

Returned Check Charge, per check \$35.00

3.5. Late Payment Charge

Customers will be charged 1.5% per month of any amounts owed to the Company beyond the Due Date for such payment.

3.6. Directory Listings

For each Customer of Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge.

37. Promotional Offerings

The Company may, from time to time, offer promotions that may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company will notify the Commission of promotional offerings prior to the effective date of the promotion.

3.8. Individual Case Basis (ICB) Arrangements

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to requests by Customers to the Company, for proposals or for competitive bids. Service offered under this Service Guide provision will be provided to the Customer pursuant to contract, and as approved by the Commission. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Service Guide. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

3.9. Local Service – Application of Rates

3.9.1. Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this Service Guide. An application for service, whether made orally or in writing, establishes a contract between the Company and the Customer pursuant to the terms and conditions included within this Service Guide. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred to a third party by the Customer, without the Company's written approval.

SECTION 3 - RATES AND SERVICES, Continued

3.9. Local Service – Application of Rates, Continued

3.9.2. Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls held for a fraction of a measurement increment are rounded-up to the next whole measurement unit.
- B. Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls starts with completion of connection to the person called or an acceptable substitute, or the PBX station called.
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives and off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed at the rates in effect at the origination of the call.
- E. All times refer to applicable central standard or central daytime.

3.9.3. Rates Based Upon Distance, Continued

Where charges for a service are specified based upon distance, the following rules apply:

Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Telecordia, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an Access Line on the Company's network (such as a dedicated 800 or WATS Access Line), the Company will apply the rate center of the Customer's main billing telephone number.

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

- A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore Document.
- B. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.



SECTION 3 - RATES AND SERVICES, Continued

3.9. Local Service – Application of Rates, Continued

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

- C. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore Document.
- D. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- E. Square each difference obtained in step (b) above.
- F. Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.
- G. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- H. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- I. FORMULA:

$$\text{The square root of: } \frac{(V1-V2) + (H1-H2)}{10}$$

3.10. Service Area

3.10.1 Exchange Access Service Area

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: CenturyLink.

The Company's service area description above in no way compels the Company to provide any service in an area where facilities or other extenuating factors limit the Company's ability to provide such services.

3.10.2 Rate Classes

Charges for local services provided by the Company may be based, in part, on the Rate Class associated with the Customers End Office. The Rate Class is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office. In the event that an Incumbent LEC or the Idaho Commission reclassifies an exchange from one Rate Class to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and Rate Class assignments are equivalent to those areas and classes specified in Qwest Idaho General Subscriber Service Tariff (GSST).



SECTION 3 - RATES AND SERVICES, Continued

3.11. Exchange Access Service

3.11.1. General

Exchange Access Service provides a Customer with a voice-grade communications channel and a unique telephone number address on the public switched Telecommunications network. Each Exchange Access Service enables users to:

- A. receive calls from other stations on the public switched Telecommunications network;
- B. access other services offered by the Company as set forth in this Service Guide;
- C. access certain interstate and international calling services provided by the Company;
- E. access (at no additional charge) the Company's operators and business office for service related assistance;
- E. access (at no additional charge) emergency services by dialing 0- or 9-1-1;
- F. access services provided by other Common Carriers that interconnect with the Company pursuant to tariff, contract or in some other Company

3.11.1 Service Ordering Charges

Service ordering charges are applied to customers upon a request for service and when a customer requests subsequent changes in his/her service which require facility changes, software changes, and/or customer account changes.

3.11.2 Service Ordering Charges -- Rate Schedule

A service conversion charge will apply when an existing line is converted to local service.

Rate

\$51.00 per existing line converted.

Service Conversion Fee Waiver

Service conversion fees are eligible for waiver with applicable term plans:

<u>Term</u>	<u>Waiver</u>
Month-to-Month	0%
1, 2, or 3 year term	100%



SECTION 3 - RATES AND SERVICES, Continued

3.11. Exchange Access Service, Continued

3.11.3 Installation Charges

Installation charges will apply when a new line is added to a new or existing account.

Rate

\$75.00 per new line added

\$25.00 Record Change Charge

\$100.00 per hour for tech premise visit

\$5.00 - \$20.00 jacks

Any wiring or additional work is priced on an individual basis.

3.11.4 Federal Access

Charges for End User Common Line and Access Recovery concur with those filed in CenturyLink Operating companies Tariff FCC 11 4.7.1 and 4.7.3.

Charges for Federal Universal service Surcharge can also be found in CenturyLink Operating Companies Tariff FCC 11 13.20.2.

3.11.5 Pay Per Call Blocking

Calls to numbers with prefixes 900 and 976 will be blocked at no charge at the Customer's request.

3.11.6. Number Changes - Business Customers

- A When a Customer's telephone number is changed, the Company shall intercept all calls to the Customer's former number for not less than three months. The Company shall place a number referral on the line giving the calling party the Customer's new number, subject to equipment limitations, number availability, customer permission, and payment of the tariffed number referral charge, if any.
- B When additions or changes in the plant of the underlying carrier or any other provider operations necessitate changing telephone numbers to a group of customers, the Company shall give reasonable notice to all affected customers even though the additions or changes may be coincidental with a directory issue.



SECTION 3 - RATES AND SERVICES, Continued

3.12 Easton Business POTS

3.12.1 Description

Easton Business POTS is a Business service that provides a network Access Line, local usage of not more than 2000 minutes of use, and select features (where available)

3.12.2. Terms and Conditions

- A. Easton Business POTS is only available where facilities and equipment are available.
- B. Lines subscribed to Easton Business POTS cannot be subscribed to any other optional local calling plans.
- C. Easton Business POTS is not available on FX Service, Remote Switching Service, WATS Access Lines, PBX Trunks, Centrex, ISDN, or 800 Services.
- D. Easton Business POTS include features where available can be activated at the customer's discretion. There is no reduction in price for any optional feature not activated. Optional features selected for activation by the customer are provided on a per line basis and are charged a service order Charge for each activation change added or removed
- F. Applicable local, state, and federal charges; taxes; are in addition to the line prices listed in paragraph A, Prices.

3.12.3. Termination Liability and Shortfall

A. Except as provided for elsewhere in this product Guidebook, customers who terminate their Easton Business POTS service within 3 months of opening the account and who did not pay a non-recurring charge will be charged a non-recurring charge to terminate lines.



SECTION 3 - RATES AND SERVICES, Continued

3.12 Easton Business POTS, Continued

3.12.4 Prices

A. Service Elements

	<u>Non-recurring charge</u>	<u>Monthly Recurring</u>
Service order	14.00	
Business Line Cost		88.00
Feature Service Line Cost		7.50
E911		0.50
Directory Listing		
Non- Published number		9.00
Additional Listing		9.00
Foreign Listing		9.00
Directory Assistance		5.99 per call



SECTION 4 – SERVICE AREAS

QWEST CORPORATION dba CENTURYLINK QC SERVICE AREA

BURLEY, COTTONWOOD, CRAIGMONT, GRANGEVILL, GRANGEVL, KAMIAH, KOOSKIA, NEZPERCE, HAILEY, KETCHUM, LAPWAI, LEWISTON, AMERICAN F, AMERICNFLS. BANCROFT, BLACKFOOT, BLISS, BOISE, BUHL, CALDWELL, CASTLEFORD, DOWNEY, EDEN, EMMETT, GLENNS FE, GLENNSFRRY, GOODING, GRACE, HAGERMAN, IDAHO CITY, IDAHO FALL, IDAHOFALLS, JEROME, KIMBERLY, KUNA, LAVA HOT S, LAVAHOTSPG, MCCAMMON, MELBA, MERIDIAN, MIDDLETON, MONTPELIER, MOUNTAIN H, MURTAUGH, NAMPA, NEW PLYMOU, NEW PLYMTH, PAYETTE, POCA TELLO, PRESTON, REXBURG, RIGBY, RIRIE, ROBERTS, SHELLEY, SHOSHONE, SODA SPGS, SODA SPRIN, STAR, TWIN FALLS, WEISER, WENDELL.

CENTURYTEL SERVICE AREA

BRUNEAU, GRAND VIEW, LEADORE, NORTH FORK, OWYHEE, RICHFIELD, SALMON