

**ORIGINAL**

VALLEY CONNECTIONS, L.L.C.

AZ CC Tariff No. 2  
Original Title Page

**ACCESS SERVICES TARIFF  
OF VALLEY CONNECTIONS, L.L.C.**

Regulations, Rates and Charges  
applying to the provision of Switched Access Services  
for connection to communications facilities within  
the State of Arizona

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This tariff contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by Valley Connections, L.L.C. within the state of Arizona. This tariff is on file with the Arizona Corporation Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 752 E. Maley Street, Willcox, Arizona, 85643.

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**DECISION # 66846**

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## ACCESS SERVICE

### CHECK SHEET

Title Page and Pages 1 to 64 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date hereof.

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Steve Metts  
CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

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Willcox, AZ 85644

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## ACCESS SERVICE

### EXPLANATION OF SYMBOLS

- (C) To signify changed rate, regulation or condition
- (D) To signify discontinued rate, regulation or condition
- (I) To signify a rate increase
- (M) To signify material relocated from one page to another without change
- (N) To signify new rate, regulation, or text
- (R) To signify a rate reduction
- (T) To signify a change in text, but no change in rate or regulation

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CEO/General Manager  
P. O. Box 970  
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## ACCESS SERVICE

### DEFINITIONS

#### Access Service

Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

#### Access Tandem

An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

#### Access Service Request (ASR)

The industry service order format for orders that Access Customers place with a Local Access Provider (Company) for Access.

#### Advance Payment

Part or all of a payment required before the start of Service.

#### Commission or Arizona Corporation Commission

The regulatory authority of the state of Arizona having jurisdiction over public service corporations operating in Arizona.

#### Company

Valley Connections, L.L.C., the issuer of this tariff.

#### Conditioning

Action taken or equipment provided to ensure appropriate transmission characteristics for specific circuits.

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#### Customer

The person or entity in whose name Service is rendered, as evidenced by the signature on the application or contract for that Service, or by the receipt and/or payment of bills regularly issued in his name regardless of the identity of the actual user of the Service.

#### Customer Designated Premises

Premises designed by the Customer for the termination of access service (typically, an interexchange carrier's Point of Presence).

#### Customer Serving Wire Center

The end office or wire center from which a Customer normally receives a dial tone. The point for a circuit's first point of trunking or switching.

#### Dedicated Facility

A facility, circuit or equipment system or subsystem set aside for the sole use of a specific Customer.

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CEO/General Manager  
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Willcox, AZ 85644

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## ACCESS SERVICE

### DEFINITIONS (Cont'd)

#### End Office

The Central Office from which the End User's premises would normally obtain local exchange service and dial tone from the Company or other local exchange carrier.

#### End User

Any individual, association, corporation, governmental agency or any other entity, other than an interexchange carrier, which subscribes to intrastate service provided by an exchange carrier.

#### Entrance Facility

A trunk facility connecting the Customer's Point of Presence with the local switching center.

#### Exchange

A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

#### Exchange Carrier

Any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity engaged in the provision of local exchange telephone service.

#### Individual Case Basis

A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

#### Inter-MTA Traffic

Wireless traffic originating on the network of a CMRS provider within one MTA and terminating to the Company's end-user subscribers in another MTA.

#### Intra-MTA Traffic

Wireless traffic originating on the network of a CMRS provider within an MTA and terminating to the Company's end-user subscribers in the same MTA.

#### Interexchange Carrier

"Interexchange carriers" or "IXCs" means any long-distance telephone carriers authorized by the Commission to provide long distance, interLATA telecommunications service, but not local exchange services, within the state borders.

#### Local Access and Transport Area (LATA)

"LATA" means one of the geographic local access and transport areas established as a result of the AT&T divestiture.

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### DEFINITIONS (Cont'd)

#### Local Traffic

Traffic is "Local Traffic" under this tariff if (i) the call originates and terminates in the same exchange area; or, (ii) the call originates and terminates within different Company exchanges that share a common mandatory local calling area, e.g., a mandatory extended local calling service (ELCS) or extended area service areas (EAS) or other like types of mandatory local calling scopes.

#### Meet Point

A point designated by two Exchange Carriers for billing purposes. Also, a point of interconnection that is not an end office or tandem.

#### Meet Point Billing

The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

#### Mixed Use

The use of Switched Access and Special Access services over the same wideband and high capacity facilities through a common interface.

#### Mobile Telephone Switching Office (MTSO)

Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's network.

#### Network Services

The Company's telecommunications Access Services offered on the Company's network.

#### Non-recurring Charge

A one-time charge, generally applied to activities associated with the establishment of service, construction, rearrangements, and/or optional features and functions.

#### Optional Expanded Area Service (OEAS)

Optional service found in large urban areas financed by separate charge on end users who elect service as defined by a tariff approved by the Commission.

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CEO/General Manager  
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### DEFINITIONS (Cont'd)

#### Point of Presence

Location where the Customer maintains a facility for purposes of interconnecting to the Company's network.

#### Premises

Space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way) not separated by a highway.

#### Presubscription

An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

#### Recurring Charges

Monthly charges to the Customer for services, facilities and equipment which continue for the agreed-upon duration of the service.

#### Service Order

A written request for Access Services initiated by the Customer to the Company in the format devised by the Company, or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

#### Service Commencement Date

The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff. In the latter case, the Service Commencement Date is the date of the Customer's acceptance. The parties may mutually agree on a substitute Service Commencement Date.

#### Service(s) or Access Services

The Company's telecommunications Access Services offered on the Company's network.

#### Special Access Service

Generally dedicated (private line) facilities between two or more Customer Designated Premises.

#### Switched Access Service

Access to the Company's local switch network by an interexchange carrier for the purposes of originating and/or terminating jurisdictional communications.

#### Wire Center

A building in which the Company's switching center is located for the purpose of providing service.

#### Wireless Provider

Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 1. APPLICATION OF TARIFF

- 1.1 This tariff sets forth the regulations, rates and charges for the provision of intrastate Switched Access services (hereinafter "Services" or "Access Service(s)") within the State of Arizona. Valley Connection, L.L.C. (hereinafter, the "Company") may offer these Services over its own or resold facilities.
- 1.2 Services provided to Customers of the Company will be provided subject to availability of equipment and facilities. In the event the requested Service or Services cannot be provisioned, the Company will so advise the Customer in writing.

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Steve Metts  
CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 2. GENERAL REGULATIONS

#### 2.1 Undertaking of the Company

2.1.1 Scope. The Company undertakes to provide Service(s) and the furnishing of intrastate transmission of information.

#### 2.1.2 Terms and Conditions

2.1.2.1 Services are provided twenty-four (24) hours daily, seven (7) days per week except as set forth in other applicable sections of this tariff. Service is provided on the basis of a minimum period of one month. For purposes of computing charges in this tariff, a month is considered to have thirty (30) days.

2.1.2.2 Customers are required to enter written service orders (ASR) with specific descriptions of Service(s) ordered as more specifically covered in the Access Ordering (Section 3) of this tariff.

2.1.2.3 The Company does not undertake to transmit messages under this tariff or jointly participate in the Customer's communications. The Customer shall be solely responsible for message content.

2.1.2.4 The Company will, for maintenance purposes, test its service to the extent necessary to detect and/or clear troubles.

2.1.2.5 At the expiration of the initial term specified in each service order, 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 thirty (30) days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination.

2.1.2.6 Service may be terminated on written notice to the Customer if the Customer is using the Service in violation of the tariff or the Customer is using the Service in violation of the law.

2.1.2.7 Customers seeking to cancel Service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic to the Company's network, the Customer will have constructively ordered the Company's Switched Access service.

2.1.2.8 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.

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Steve Metts  
CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 2. GENERAL REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.2 Terms and Conditions (Cont'd)

2.1.2.9 The Company arranges for installation, operation, and maintenance of the Services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Customer shall be responsible for all charges due for such Service arrangements.

2.1.2.10 This tariff shall be interpreted and governed by applicable statutes and the rules, regulations and orders of the Arizona Corporation Commission.

##### 2.1.3 Limitations

###### 2.1.3.1 Assignment or Transfer of Services

The Customer may assign or transfer the use of Service(s) provided under this tariff only where there is no interruption of use or relocation of the Service(s). Such assignment or transfer may be made to:

2.1.3.1.1 Another Customer, whether an individual, partnership, association or corporation provided the assignee or transferee assumes all outstanding indebtedness for such Service(s), and the unexpired portion of the minimum period and any termination liability applicable to such Service(s).

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transfer.

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

###### 2.1.3.2 Provisioning Sequence

The Services offered herein will be provided to Customers on a first-come, first-served basis. The first-come, first-received sequence shall be based on the received time and date recorded by stamp or other notation by the Company on the Customer's Access Service Request (ASR). ASRs must contain all the required information for each respective Service so delineated in other sections of this tariff. The Customer's ASRs will not be deemed to have been received until such information is provided.

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Steve Metts  
CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 2. GENERAL REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.3 Limitations (Cont'd)

##### 2.1.3.3 Ownership of Facilities

The title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors, or successors and assigns.

##### 2.1.3.4 Liability

2.1.3.4.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors or other defects, representations, or use of these Services or arising out of failure to furnish the Service, whether caused by acts or omission, shall be limited to an amount which shall not exceed an amount equal to the proportionate charge for the period during which the Service was affected. The grant of such an amount for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental special consequential, exemplary or punitive damages to Customer as a result of any Company Service or equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.3.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the U. S. Government, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

2.1.3.4.3 The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for connection to the Company's Services; or (b) for the acts or omissions of common carriers or warehousemen.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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2. GENERAL REGULATIONS (Cont'd)

## 2.1 Undertaking of the Company (Cont'd)

## 2.1.3 Limitations (Cont'd)

## 2.1.3.4 Liability (Cont'd)

2.1.3.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.3.4.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.1.3.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of Service(s) or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's employees or agents.

2.1.3.4.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of Service(s), involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

2.1.3.4.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific Service(s) giving rise to the claim. No action or proceeding against the Company shall be commenced more than two years after the Service is rendered.

2.1.3.4.9 The Company makes no warranties, statutory representations, express or implied, either in fact or by operation of law or otherwise, including warranties of merchantability or fitness for a particular use.

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CEO/General Manager  
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## ACCESS SERVICE

### 2. GENERAL REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Provision of Equipment and Facilities

2.1.4.1 The Company shall use reasonable efforts to make available Service(s) 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 and subject to the availability of services from other carriers relied upon by the Company for the provision of the Company's Service(s). The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

2.1.4.2 The Company shall use reasonable efforts to maintain 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 written consent of the Company.

2.1.4.3 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.

2.1.4.4 Equipment the Company provides or installs at the Customer premises for use in connection with the Service(s) the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.4.5 The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's employees or agents to the premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.1.4.6 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 or Service(s) offered under this tariff, and to the maintenance and operation of such facilities or Service(s). Subject to this responsibility, the Company shall not be responsible for:

2.1.4.6.1 The transmission of signals by Customer Provided Equipment or for the quality of, or defects in such transmission, or

2.1.4.6.2 The reception of signals by Customer Provided Equipment.

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CEO/General Manager  
P. O. Box 970  
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### 2. GENERAL REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.5 Equipment or Facilities

2.1.5.1 The Company will provide to the Customer, upon reasonable notice, the Service(s) offered in other applicable sections of this tariff at rates and charges specified therein. Service(s) will be made available to the extent that such Service(s) is or can be made available with reasonable effort, and after provision has been made for the Company's telephone exchange services.

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

2.1.5.3 The Service(s) provided under this tariff will include any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location inside a Customer-designated premises. Such wiring or cable will be installed by the Company to the Point of Demarcation.

2.1.5.4 The Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any facilities used in providing Service(s) under this tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer-furnished equipment or Service(s) obsolete or requires modification or alteration thereof or otherwise affects the operating characteristics of the equipment, facility or Service. The Company will provide reasonable notification to the Customer in writing. The Company will work cooperatively with the Customer and provide reasonable time for any redesign and implementation required by the change in operating characteristics.

##### 2.1.6 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 affect many Customers' Service(s). No specific advance notice 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 might not be possible.

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Steve Metts  
CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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### 2. GENERAL REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.7 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 installation charges will be adjusted to reflect increases in costs incurred by the Company.

##### 2.1.8 Special Construction/Special Arrangements

2.1.8.1 Subject to the plans of the Company and to all of the regulations contained in this tariff, special construction or special arrangements to acquire facilities may be undertaken on a reasonable-efforts basis at the request of the Customer. Special construction is that construction undertaken of a type other than that which the Company would normally utilize in furnishing its Service(s): over a route other than that which the Company utilizes in furnishing its Service(s); where facilities are not presently available, and no other requirement exists for the facilities so constructed; on a temporary basis until permanent facilities are available; in a quantity greater than that which the Company would normally construct; facilities required on an expedited basis and/or requiring abnormal costs; or in advance of its normal construction. These arrangements may include, but are not limited to, Special Access Services and Advanced Services, such as Digital Subscriber Line, Frame Relay, and Internet Access. Special Construction charges will be determined and approved by the Customer prior to the start of such construction.

2.1.8.2 Special arrangements generally refer to the procurement of facilities where Company facilities are not available and where arrangements or agreements from another entity are required to provision the Service. Special arrangements do not normally require additional costs, but may require additional time to provision.

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Steve Metts  
CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

## 2.2 Obligations of the Customer

## 2.2.1 Responsibilities of the Customer

The Customer shall be responsible for the following:

- 2.2.1.1 Ensuring that the characteristics and methods of operation of any circuits, facilities or equipment not provided by the Company and associated with the facilities utilized to provide Service(s) under this tariff shall not interfere with or impair Service over facilities of the Company; cause damage to their plant; impair privacy or create hazards to employees or the public;
- 2.2.1.2 The Service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner which would reasonably be expected to frighten, abuse, torment or harass another or interfere with use of Service by one or more other Customers;
- 2.2.1.3 Customers who intend to use the Company's offerings for resale and/or for shared use may be required to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and FCC regulations, policies, orders, guidelines and decisions;
- 2.2.1.4 Payment of all applicable charges pursuant to this tariff;
- 2.2.1.5 Damage to or loss of the Company's facilities or equipment caused by acts or omissions of the Customer; or noncompliance by the Customer; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the Company's employees or agents;
- 2.2.1.6 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 premises of the Customer, and the level of heating and air conditioning necessary to maintain proper operating environment on such premises;
- 2.2.1.7 Where applicable, obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of cables and associated equipment used to provide Services to the Customer from the building service entrance or property line to the location of the equipment space. Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs 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;

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

## 2.2 Obligations of the Customer (Cont'd)

## 2.2.1 Responsibilities of the Customer (Cont'd)

2.2.1.8 Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the 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's 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;

2.2.1.9 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 as stated, preceding, and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, testing, repairing, or upon termination of Service as stated herein, removing the facilities or equipment of the Company;

2.2.1.10 Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

2.2.1.11 Customers will use the Service provided by the Company in a manner, and at all times, consistent with the tariff obligations identified herein and shall not utilize the Company's Service(s) in any manner that:

2.2.1.11.1 Interferes with or impairs the Services(s) of the Company, other carriers, or other Customers;

2.2.1.11.2 Causes damage to Company facilities;

2.2.1.11.3 Interferes with the privacy of communications;

2.2.1.11.4 Creates a hazard to the Company's employees or the public; or

2.2.1.11.5 Interferes, frightens, abuses, torments, harasses or unreasonably interferes with the use of the Company's Service by others.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

## 2.2 Obligations of the Customer (Cont'd)

## 2.2.2 Claims

With respect to any Service or facility provided by the Company, Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses for:

2.2.2.1 Any loss, destruction, or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees, or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives, or invitees; or

2.2.2.2 Any claim, loss, damage, expense, or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's Service(s) and facilities in a manner not contemplated by the agreement between Customer and Company.

## 2.3 Customer Equipment and Channels

## 2.3.1 General

A Customer may transmit or receive information or signals via the facilities of the Company. The Company's Services are designed primarily, but not exclusively, for the transmission of voice grade telephonic signals, except as otherwise stated in this tariff. The Company does not guarantee that its Service(s) will be suitable for purposes other than voice grade telephonic communication except as specifically stated in this tariff.

## 2.3.2 Terminal Equipment

2.3.2.1 Terminal equipment on the Customer premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer.

2.3.2.2 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.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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### 2. GENERAL REGULATIONS (Cont'd)

#### 2.3 Customer Equipment and Channels (Cont'd)

##### 2.3.3 Interconnection of Facilities

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

2.3.3.2 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 or contracts of other communications carriers which are applicable to such connections.

2.3.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal 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.

##### 2.3.4 Inspections

2.3.4.1 Upon 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 above 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.

2.3.4.2 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 this 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.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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2. GENERAL REGULATIONS (Cont'd)

## 2.3 Customer Equipment and Channels (Cont'd)

## 2.3.5 Prohibited Uses

2.3.5.1 The Service(s) 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, authorization, licenses, consents, and permits.

2.3.5.2 The Company may require applicants for Service who intend to use the Company's offerings for resale and/or shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant state and federal laws, regulations, policies, guidelines, orders and decisions.

2.3.5.3 The Company may require a Customer to immediately stop its transmission of signals if said transmission is causing interference to others.

## 2.4 Payment Arrangements

## 2.4.1 Payment for Service

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this tariff attributable to Service(s) established or discontinued during the preceding billing period.

The Customer is responsible for the payment of all charges for facilities and Service(s) furnished by the Company. Bill payments are due thirty (30) days after the bill date or by the next bill date, whichever is the shortest interval, and are payable in immediately available funds.

2.4.1.1 The Customer is responsible for payment of appropriate sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, fees, or surcharges (however designated) imposed or based upon the provision, sale or use of the Company's Service(s).

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

## 2.4 Payment Arrangements (Cont'd)

## 2.4.2 Billing and Collection of Charges

- 2.4.2.1 The Company will establish a bill date each month for Customer accounts. Each bill will include industry standard descriptions of Service(s) rendered for the period covered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for any prior period.
- 2.4.2.2 The billing date shall be printed on the bill and the date rendered shall be the mailing date.
- 2.4.2.3 A Non-recurring Charge is due and payable within thirty (30) days after the invoice date.
- 2.4.2.4 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided; Recurring Charges shall be due and payable within thirty (30) days after invoice date.
- 2.4.2.5 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within thirty (30) days after invoice date.
- 2.4.2.6 When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro-rated basis with every month considered to have 30 days.
- 2.4.2.7 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the Service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or facility does not conform to standards set forth in this tariff. The Service Order Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.
- 2.4.2.8 All payments shall be made at or mailed to the office of the Company or to the Company's duly authorized representative.
- 2.4.2.9 Bills for Service may be considered delinquent 15 days after the date the bill is rendered. Delinquent accounts for which payment has not been received may be terminated 22 days after the date the bill is rendered

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

## 2.4 Payment Arrangements (Cont'd)

## 2.4.2 Billing and Collection Charges (Cont'd)

2.4.2.10 If any portion of the Customer's payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due the Company. The amount of the late payment penalty shall not exceed 1-1/2 % of the delinquent bill. The amount of the late payment penalty shall be indicated upon the Customer's bill when rendered by the utility.

2.4.2.11 The Customer shall notify the Company of any disputed items on an invoice within ninety (90) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

2.4.2.12 Any disputed charges must be paid when due. After the dispute is settled, the Customer will be credited with any payments in excess of the amount actually due to the Company. The Company will also remit interest for all such credited amounts. Interest will be paid at the rate required by the Commission for Customer deposits.

2.4.2.13 In addition to other penalties or fees, the Customer will be assessed a charge of \$27.50 for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.

2.4.2.14 If Service is disconnected by the Company in accordance with Section 2.5.6 following, and later restored, restoration of Service will be subject to all applicable reconnection or reestablishment charges.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

## 2.4 Payment Arrangements (Cont'd)

## 2.4.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before Services and facilities are furnished. The advance payment will not exceed an amount equal to one (1) month's estimated billing. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments to not accrue interest. An advance payment may be required in addition to a deposit.

## 2.4.4 Jurisdictional Reporting Requirements

2.4.4.1 The Company cannot in all cases determine the jurisdictional nature of Customer traffic and its related access minutes. In such cases the Customer may be called upon to provide a projected estimate of its traffic, split between interstate and intrastate jurisdictions. Updates to jurisdictional levels may be made by the Customer not more frequently than quarterly. When mixed interstate and intrastate access is provided, all charges, including non-recurring charges, usage charges, and optional features and functions will be prorated between the jurisdictions.

2.4.4.2 When a Customer orders Switched Access, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

2.4.4.2.1 Originating Access: Originating access minutes consist of traffic originating from the Company's local switching center(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for originating minutes is submitted as specified herein, a default PIU of 505 will be applied by the Company.

2.4.4.2.2 Terminating Access: Terminating access minutes consist of traffic terminating to the Company's local switching center(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for terminating minutes is submitted as specified herein, a default PIU of 505 will be applied by the Company.

2.4.4.2.3 Except where the Company measured access minutes are used as set forth above, the Customer-reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU, as set forth below.

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Steve Metts  
CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 2. GENERAL REGULATIONS (Cont'd)

#### 2.4 Payment Arrangements (Cont'd)

##### 2.4.4 Jurisdictional Reporting Requirements (Cont'd)

2.4.4.3 The projected intrastate percentage of use will be obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (intrastate usage percentage = 100 - interstate %).

##### 2.4.5 Jurisdictional Audits

2.4.5.1 The Customer shall keep sufficient detail from which the percentages of interstate and intrastate use reported to the Company can be verified and upon request of the company make such records available for inspection and audit. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.

2.4.5.2 Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Customer no more than once per year. The Customer shall apply the required data within thirty (30) calendar days of the Company request.

2.4.5.3 In the event that an audit reveals that any Customer-reported PIU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The Customer shall be back-billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back-billed amounts are subject to a late payment penalty, and payment shall be made in immediately available funds, within 30 days from receipt of bill or by the following bill date, whichever date is earlier.

2.4.5.4 If an audit should reveal that the misreported percentage(s) of use has resulted in an underpayment of access charges to the Company of five percent (5%) or more of the total Switched Access Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.

2.4.5.5 Within fifteen (15) days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 2. GENERAL REGULATIONS (Cont'd)

#### 2.4 Payment Arrangements (Cont'd)

##### 2.4.6 Deposits

2.4.6.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be requested prior to providing Service(s) or at any time after the provision of a Service to the Customer. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills as provided for in this tariff.

2.4.6.2 A deposit may be required in addition to an advance payment.

2.4.6.3 The Company will issue a non-negotiable receipt to the Customer for the deposit. The inability of the Customer to produce such a receipt shall in no way impair the Customer's right to receive a refund of the deposit which is reflected on the Company's records,

2.4.6.4 Residential Customer deposits shall not exceed two times that Customer's estimated average monthly bill or the average monthly bill for the customer class for that Customer, whichever is greater. Nonresidential Customer deposits shall not exceed 2 ½ times that Customer's estimated maximum monthly bill,

2.4.6.5 When a Service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the Service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.4.6.6 The deposit shall bear simple interest at the rate of six percent (6%) per annum from the date of the deposit until the date of refund or application to the customer's telephone bill.

2.4.6.7 Such a deposit will be refunded or credited to the Customer's account after a one year, prompt-payment record is established.

##### 2.4.7 Service Establishments, Reestablishments or Reconnection Charges

The Company may charge an Access Order Charge in the amount specified in Section 7.5.1.1 for the establishment, reestablishment or reconnection of Services. The applicability of Access Order Charges is further addressed in Section 3.3.1. Should Service be established, reestablished or reconnected during a period other than regular working hours at the Customer's request, the Customer may be required to pay an after-hours charge for the Service establishment, reestablishment or reconnection. For purposes of this subsection, Service establishments are where the Customer's and Company's facilities are ready and accessible.

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Steve Metts  
CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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2. GENERAL REGULATIONS (Cont'd)

## 2.4 Payment Arrangements (Cont'd)

## 2.4.8 Discontinuance of Service

- 2.4.8.1 Upon nonpayment of any amounts owing to the Company, the Company may by giving ten days prior written notice to the Customer, discontinue or suspend Service without incurring any liability.
- 2.4.8.2 Upon violation of any of the other material terms or conditions for furnishing Service, the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend Service without incurring any liability if such violation continues during the period.
- 2.4.8.3 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.
- 2.4.8.4 Upon any governmental prohibition or required alteration of the Service(s) to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.
- 2.4.8.5 Upon the Company's discontinuance of Service to the Customer under Section 2.4.6.1 or 2.4.6.2 above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Service(s) would have otherwise been provided to the Customer to be immediately due and payable.
- 2.4.8.6 The Company may discontinue the furnishing of any and/or all Service(s) to the Customer upon ten (10) days written notice to the Customer of any sum thirty (30) days past due.
- 2.4.8.7 The Company may discontinue the furnishing of any and/or all Service(s) to the Customer without liability and without notice if:
  - 2.4.8.7.1 the Customer refuses to furnish or provides false information regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services or its planned use of the Company's Services;
  - 2.4.8.7.2 if the Customer states that it will not comply with a request of the Company for security for the payment for Service(s);
  - 2.4.8.7.3 if the Customer has been given written notice of any past due amount (which remains unpaid in whole or in part); or

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 2.. GENERAL REGULATIONS (Cont'd)

#### 2.4 Payment Arrangements (Cont'd)

##### 2.4.8 Discontinuance of Service (Cont'd)

2.4.8.7.4 if the Customer uses or attempts to use Service with the intent to avoid the tariff charges for the Service authorized by this tariff, such as by delivering calls to or from the Company's end user locations over Company-switched local exchange services or by any other means or devices.

2.4.8.8 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, and charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

##### 2.4.9 Cancellation of Application for Service

Provisions for the cancellation of an Application for Service are provided here and are set forth in other applicable sections of this tariff.

2.4.9.1 Where the Customer cancels an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.

2.4.9.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply.

2.4.9.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs the Company incurred, less net salvage, shall apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with special construction or arrangements incurred by the Company.

2.4.9.4 The special charges described above will be calculated and applied on a case-by-case basis.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 2.. GENERAL REGULATIONS (Cont'd)

#### 2.4 Payment Arrangements (Cont'd)

##### 2.4.10 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specification service parameters, premises locations, or requests expedited provisioning, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee and/or recurring charges shall be adjusted accordingly.

##### 2.4.11 Allowances for Interruptions in Service

A Service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish Service under this tariff or in the event that the protective controls applied by the Company result in a complete loss of Service by the Customer. An interruption begins when an inoperable Service is reported to the Company and ends when the Service is operable. If the Customer reports a Service, facility or circuit inoperable, but declines to release it for testing and repair, it is considered to be adversely affected, but not interrupted. In case of an interruption to any Service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be provided.

2.4.11.1 For Switched Access Service, no credit shall be allowed for an interruption of less than 24 hours. The Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of any applicable monthly rate or assumed minutes of use charge for each period of 24 hours or major fraction thereof that the interruption continues. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the Service interrupted in any one monthly billing period.

A credit allowance does not apply in the following cases:

- 2.4.11.1.1 Interruptions caused by the negligence of, or noncompliance with the provisions of this tariff by the Customer, or other common carrier providing service connected to the Service of the Company.
- 2.4.11.1.2 Interruptions of a Service due to the failure of equipment or systems provided by the Customer or others.
- 2.4.11.1.3 Interruptions of a Service during any period in which the Company is not afforded access to the premises.
- 2.4.11.1.4 Interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements.
- 2.4.11.1.5 Interruptions of Service due to circumstances or causes beyond the control of the Company or where the Customer continues to use the Service on an impaired basis.

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Steve Metts  
CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 2.. GENERAL REGULATIONS (Cont'd)

#### 2.4 Payment Arrangements (Cont'd)

##### 2.4.11 Allowance for Interruption of Service (Cont'd)

2.4.11.1.6 In the case of an interruption to any Service if the interruption is due to the negligence of the Customer.

2.4.11.2 The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the Service interrupted in any one monthly billing period.

##### 2.4.11.3 Use of an Alternative Service Provided by the Company.

Should the Customer elect to use an alternative service provided by the Company during the period that a Service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

##### 2.4.11.4 Re-establishment of Service Following Fire, Flood, etc.

Charges do not apply for the re-establishment of Service following a fire, flood or other occurrence attributed to an Act of God provided that the Service:

may be extended a reasonable period if the renovation of the original location on the premises is not practical.

Non-recurring charges will apply for establishing Service at a new location on the same premises or for temporary Service at a different premises pending re-establishment of Service at the original location. The Customer shall, in cooperation with the Company, participate in planning the actions to be taken to enable or maintain maximum network capability following natural or man-made disasters affecting Service(s).

#### 2.5 Access Billing

##### 2.5.1 Title or Ownership Rights

The payment of rates and charges by Customers for the Services offered under the provisions of this tariff does not assign, confer, or transfer title or ownership rights to proposals or facilities developed or utilized respectively by the Company in provision of such Services.

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Steve Metts  
CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 2. GENERAL REGULATIONS (Cont'd)

#### 2.5 Access Billing (Cont'd)

##### 2.5.2 Billing Standards

2.5.2.1 The Company shall produce verifiable and auditable access bills in general conformance with accepted industry standards for companies that do not provide bills under a mechanized Carrier Access Billing System/Billing Output Specification (CABS/BOS) equivalent System. Access Bills will be consistent with the Small Exchange Carrier Access Billing (SECAB) Guidelines developed by the Ordering Billing Forum (OBF) of the Alliance for Telecommunications Industry Solutions (ATIS).

2.5.2.2 An access bill is comprised of one or more billing elements, including usage sensitive charges, distance sensitive charges, flat-rated charges, individual-case-based (ICB) charges, and non-recurring or special miscellaneous charges that may be appropriate.

##### 2.5.3 Meet Point Billing

Meet Point Billing applies when more than one Exchange Company is involved in the provision of Access Service. All recurring and non-recurring charges for services provided by each Exchange Company are billed under each company's applicable rates as set forth in Section 7 (Rates and Charges).

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

##### 2.5.4 Duration of Use Charges

2.5.4.1 Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured or derived by the Company to determine the basis for computing chargeable access minutes.

2.5.4.2 For originating calls, usage measurement of access minutes begins when the originating switch receives the first wink supervisory signal forwarded from the Customer's point of termination, or when the SS7 message is sent from the Service Switching Point to the Signal Transfer Point or when the end office receives the SS7 exit message from the tandem.

2.5.4.3 The measurement of originating usage ends when the originating first point of switching receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the first point of switching. Or, for originating calls with SS7 signaling, usage ends when the originating switch receives an SS7 release message indicating either the originating or terminating end user has disconnected.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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2. GENERAL REGULATIONS (Cont'd)

## 2.5 Access Billing (Cont'd)

## 2.5.4 Duration of Use Charges (Cont'd)

2.5.4.4 For terminating calls, the measurement of access minutes begins when the terminating switch receives answer supervision from the terminating user's end office, indicating the terminating end user has answered.

2.5.4.5 The measurement of terminating call usage ends when the terminating switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the first point of switching. Or, for terminating calls with SS7 signaling, measurement ends when the entry switch receives or sends a release message, whichever occurs first.

## 2.5.5 Distance Charges

2.5.5.1 Where charges for an Access Service are based on distance, the distance between two points is measured as airline distance between rate centers as listed in the National Exchange Carrier Association FCC No. 4, Wire Center Tariff or Local Exchange Routing Guide (LERG) issued by Bellcore which contains Numbering Plan Area (NPA) and Exchange Number Assignment (NXX) (area code and first three digits of a seven-digit telephone number).

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

2.5.5.2.1 Obtain the V (vertical) and H (horizontal) coordinates for each rate center from the above referenced document(s),

2.5.5.2.2 Compute the difference between the V coordinates of the two rate centers; and the difference between the two H coordinates,

2.5.5.2.3 Square the differences obtained in (b) above,

2.5.5.2.4 Add the square of the V difference and the square of the H difference obtained in (c) above,

2.5.5.2.5 Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained,

2.5.5.2.6 Obtain the square root of the whole number result obtained in (e) above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage applicable.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 2. GENERAL REGULATIONS (Cont'd)

#### 2.5 Access Billing (Cont'd)

##### 2.5.6 Suspension, Termination or Refusal of Service

2.5.6.1 In accordance with Subsection 2.4.2.9, Service may be suspended or terminated for nonpayment of any bill or deposit until such bill or deposit is paid. If Service is suspended or terminated for nonpayment, the Customer must remit a connection charge as well as any payment due and any deposit requested by the Company prior to reconnection or reestablishment of Service.

2.5.6.2 When a Customer refuses to pay bills rendered or deposits requested, the Company may refuse to process existing orders for Service(s) or to accept new orders for Service.

#### 2.6 Termination of Service

2.6.1 The Company may disconnect Service without advance written notice under the following conditions:

2.6.1.1 The existence of an obvious hazard to the safety or health of the Customer or the general population or the Company's personnel or facilities.

2.6.1.2 The Company has evidence of tampering or evidence of fraud.

The Company shall not be required to restore Service until the conditions which resulted in the termination have been corrected to the satisfaction of the Company.

2.6.2 The Company may disconnect Service to any Customer for any reason stated below provided the Company has met the notice requirements established by the Commission:

2.6.2.1 Customer violation of any of the Company's tariffs filed with the Commission and/or violation of the Commission's rules and regulations.

2.6.2.2 Failure of the Customer to pay a bill for Service.

2.6.2.3 Failure to meet or maintain the Company's credit and deposit requirements.

2.6.2.4 Failure of the Customer to provide the Company reasonable access to its equipment and property.

2.6.2.5 Customer breach of contract for Service between the Company and the Customer.

2.6.2.6 When necessary for the Company to comply with an order of any governmental agency having such jurisdiction.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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### 2. GENERAL REGULATIONS (Cont'd)

#### 2.6 Termination of Service (Cont'd)

##### 2.6.2.7 Unauthorized resale of equipment or Service.

2.6.3 The Company will terminate Service to the Customer for the reasons stated in Subsection 2.6.2 only after providing advance written notice to the Customer of the Company's intent to disconnect Service. Such advance written notice will contain the following information:

2.6.3.1 The name of the person whose Service is to be terminated and the telephone number where Service is being rendered.

2.6.3.2 The Company rules or regulation that was violated and explanation thereof or the amount of the bill which the Customer has failed to pay in accordance with the payment policy of the Company, if applicable.

2.6.3.3 The date on or after which Service may be terminated.

2.6.3.4 A statement advising the Customer to contact the Company at a specific phone number for information regarding any deferred billing or other procedures which the Company may offer or to work out some other mutually agreeable solution to avoid termination of the Customer's Service.

#### 2.6.4 Timing of Terminations With Notice

2.6.4.1 The Company will give at least five days advance written notice prior to the termination date.

2.6.4.2 Such notices shall be considered to be given to the Customer when a copy thereof is left with the Customer or posted first class in the United States mail, addressed to the Customer's last known address.

2.6.4.3 If after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with the Company for the payment thereof or in the case of a violation of the Company's rules, the Customer has not satisfied the Company that such violation has ceased, the Company may terminate Service on or after the day specified in the notice without giving further notice.

2.6.4.4 The Company may terminate Service on a temporary basis by discontinuing the Customer's line access at the central office.

2.6.4.5 The Company shall have the right (but not the obligation) to remove any or all of its property installed on the Customer's premises upon the termination of Service.

2.6.4.6 The terms and conditions of these rules shall apply in all circumstances except those superseded by the provisions of the high toll usage notification procedures.

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Steve Metts  
CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 2. GENERAL REGULATIONS (Cont'd)

#### 2.7 Customer Complaints.

2.7.1 The Company will make a full and prompt investigation of all service complaints made by its Customers, either directly or through the Commission.

2.7.2 The Company will respond to the complainant and/or the Commission representative within five working days as to the status of the Company's investigation of the complaint.

2.7.3 The Company will notify the complainant and/or the Commission representative of the final disposition of each complaint. Upon request of the complainant or the Commission representative, the Company shall report the findings of its investigation in writing.

#### 2.7.4 Customer Bill Disputes.

2.7.4.1 Any Customer who disputes a portion of a bill rendered for Service shall pay the undisputed portion of the bill and notify the Company's designated representative that such unpaid amount is in dispute prior to the delinquent date of the bill.

2.7.4.2 Upon receipt of the Customer's notice of dispute, the utility shall:

2.7.4.2.1 Notify the Customer within five working days of the receipt of a written dispute notice.

2.7.4.2.2 Initiate a prompt investigation as to the source of the dispute.

2.7.4.2.3 Withhold disconnection of Service until the investigation is completed and the Customer is informed of the results.

2.7.4.3 Once the Customer has received the results of the utility's investigation, the Customer shall submit payment within five working days to the utility for any disputed amounts. Failure to make full payment shall be grounds for termination of Service. Prior to termination inform the Customer of his right of appeal to the Commission.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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### 2. GENERAL REGULATIONS (Cont'd)

#### 2.7 Customer Complaints (Cont'd)

##### 2.7.5 Commission Resolution of Service and/or Bill Disputes.

2.7.5.1 In the event a Customer and the Company cannot resolve a Service and/or bill dispute, the Customer shall file a written statement of dissatisfaction with the Commission; by submitting such notice to the Commission, the Customer shall be deemed to have filed an informal complaint against the Company.

2.7.5.2 Within 30 days of the receipt of a written statement of Customer dissatisfaction related to a Service or bill dispute, a designated representative of the Commission shall endeavor to resolve the dispute by correspondence and/or telephone with the Company and the Customer. If resolution of the dispute is not achieved within 20 days of the Commission representative's initial effort, the Commission shall hold an informal hearing to arbitrate the resolution of the dispute. The informal hearing shall be governed by the following rules:

2.7.5.2.1 Each party may be represented by legal counsel, if desired.

2.7.5.2.2 All such informal hearings may be recorded or held in the presence of a stenographer.

2.7.5.2.3 All parties will have the opportunity to present written or oral evidentiary material to support the positions of the individual parties.

2.7.5.2.4 All parties and the Commission's representative shall be given the opportunity for cross-examination of the various parties.

2.7.5.2.5 The Commission's representative will render a written decision to all parties within five working days after the date of the informal hearing. Such written decision of the arbitrator is not binding on any of the parties and the parties will still have the right to make a formal complaint to the Commission.

2.7.5.3 The Company may implement normal termination procedures if the Customer fails to pay all bills rendered during the resolution of the dispute by the Commission.

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CEO/General Manager  
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Willcox, AZ 85644

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# ORIGINAL

## ACCESS SERVICE

### 3. ACCESS ORDERING

#### 3.1 General

This section sets forth the regulations and order related charges for Service(s) shown in other sections of this tariff. Order charges are in addition to other applicable charges for Service(s) provided. An Access Service Request (ASR) is an order to provide the Customer with Switched and or Access Related Service, or to provide changes to existing Access Services.

A Customer may order any number of Services of the same type and between the same premises on a single ASR. All details for Services for a particular order must be identical except for those for multi-point Service.

The Customer shall provide to the Company the following information in addition to other requirements of this section:

- (a) Customer name and premises address,
- (b) Billing name and address, if different from Customer name and address,
- (c) Customer contact name(s) and telephone number(s) for order confirmation, order provisioning information, order negotiation, interactive engineering design, installation and billing.

#### 3.1.1 Service Installation

The Company will provide Access Service in accordance with the Customer's requested Service date, subject to the constraints established by the Company schedule of Service dates.

The Company schedule shall specify the applicable service interval for Service(s) and the quantities of Service(s) that can reasonably be provided by a service date. Said schedule will be available to Customers upon request and will be provided in a reasonable period of time.

Installation of Service(s) will be during Company business days and hours. Customer requests for installations outside of scheduled work hours, if agreed to by the Company, will be subject to applicable additional labor charges.

The Company will not accept orders for Service that are for a date more than six months from the current date. The Company will, however, accept information for planning purposes in advance of order placement.

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Steve Metts  
CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 3. ACCESS ORDERING (Cont'd)

#### 3.1 General (Cont'd)

##### 3.1.2 Expedited Orders

When a Customer places an Access Service Request (ASR) and requests a Service date that is prior to the Company's applicable interval service date of the Company, or when a Customer requests an earlier Service date on an existing ASR, the Company, in addition to other applicable charges for modification or Service date change, will determine if it can meet the requested date and what additional labor and/or extraordinary costs are required. The Customer will be notified of the additional estimated costs for authorization. Additional costs shall not exceed the estimate by more than ten percent (10%).

##### 3.1.3 Selection of Facilities

The option to request a specific path or channel is not provided to the Customer, but within the purview of the Company.

#### 3.2 Ordering Requirements

##### 3.2.1 Switched Access Service

When ordering Switched Access Service, the following information shall be provided by the Customer:

3.2.1.1 The number of Busy Hour Minutes of Capacity (BHMC) from the Customer designated premises to the end office or the number of trunks desired between the Customer designated premises and the entry switch;

3.2.1.2 Optional Features desired; and

3.2.1.3 Projected percentage of jurisdictional use.

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Steve Metts  
CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 3. ACCESS ORDERING (Cont'd)

#### 3.2 Ordering Requirements (Cont'd)

##### 3.2.2 Miscellaneous Services

3.2.2.1 Miscellaneous Services may include, but are not limited to testing, special facilities routing, and additional labor. These items may be ordered initially or may subsequently be added to a pending order at any time up to and including the service date for the Access Service. When a service date change results from ordering these Miscellaneous Services, the appropriate Service Date Change and/or Design Change charge will apply.

3.2.2.2 When the Company determines that Additional Engineering is necessary to accommodate a Customer request, the Customer will be notified by the Company of the reason for, and amount of Additional Engineering. A firm order will only be established where the Customer agrees to the Additional Engineering. The Company will assure that Additional Engineering charges do not exceed the estimate by more than ten percent (10%).

3.2.2.3 In any instance where an Access Order affects more than one communications company, the Customer must also provide a copy of the order to the company(s) involved.

#### 3.3 Switched Access Ordering Charges

##### 3.3.1 Access Order Charge

3.3.1.1 An Access Order Charge is applied to all Customer requests for new, additions, or changes and rearrangements to existing Switched Access Service except as follows:

3.3.1.1.1 When a Service Date Change Charge is applicable;

3.3.1.1.2 When a Design Change Charge is applicable;

3.3.1.1.3 When a change to a pending order does not result in the cancellation of the pending order and the issuance is a new order;

3.3.1.1.4 When a Miscellaneous Service Order Charge is applicable;

3.3.1.1.5 When a Presubscription Charge is applicable; or

3.3.1.1.6 When a Company initiated network reconfiguration requires a Customer's existing Access Service to be reconfigured.

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Steve Metts  
CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 3. ACCESS ORDERING (Cont'd)

#### 3.3 Access Ordering Charges (Cont'd)

##### 3.3.1 Access Order Charge (Cont'd)

3.3.1.2 An Access Order Charge will be applied on a per order basis.

##### 3.3.2 Access Order Change Charge

Access Order Change Charges involve service date changes and/or modifications. A change would be a Customer request any time prior to the service date for the requested Service(s). Any increase in the number of Switched Access lines, trunks or BHMC will be treated as a new order (for the additional amount) rather than a change order.

##### 3.3.3 Service Date Change Charge

A change of service date is a change of the scheduled service date by the Customer to either an earlier date or a later date does not exceed 30 calendar days from the original service date. The Customer may request a change of service date on a pending Access Service Request prior to the service date, and if the Company can accommodate the change, a new service date will be set, and a service date change charge will apply.

##### 3.3.4 Design Change Charge

A design change is any change to an Access Service Request that requires engineering review prior to the requested service date. Design changes do not include a change of CDP, first point of switching. Changes of this nature require the issuance of a new order and the cancellation of the original order. Design changes would include such items as the addition or deletion of optional features or functions, change in type of transport termination, type of channel interface group or technical specification changes.

The Company will review the requested Customer change and notify the Customer whether the change is a design change, if it can be accommodated, and if a new service date is required. On Customer approval, a Design Change Charge would apply in addition to any other charges (e.g., service date change).

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Steve Metts  
CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 3. ACCESS ORDERING (Cont'd)

#### 3.3 Access Ordering Charges (Cont'd)

##### 3.3.5 Miscellaneous Service Order Charge

A Miscellaneous Service Order Charge is for compensation of administrative expenses associated with issuing the order associated with the provision of Miscellaneous Services such as overtime repair, standby repair, testing, and other labor. The charge does not apply to Service(s) where a pending Service order exists, such as additional engineering, overtime installation, standby acceptance testing, testing with other companies with acceptance testing and additional cooperative acceptance testing.

##### 3.3.6 Cancellation of Access Order Charge

3.3.6.1 A Customer may cancel an Access Order for the installation of Service on any date prior to the service date. The cancellation date is the date on which the Company receives written notice from the Customer. When a Customer cancels an Access Service Request, a Cancellation Charge will apply as follows:

3.3.6.1.1 Installation of Switched facilities is considered to have started when the Company incurs any cost in connection with provisioning the Service that otherwise would not have been incurred.

3.3.6.1.2 When installation of access facilities has been started prior to the cancellation, a charge equal to the lower of either the cost incurred in such installation, less net salvage, or the charges for a minimum period for the Service will apply.

3.3.6.1.3 Any partial cancellation (e.g., cancellation in the number of trunks, channels ordered) will be treated as a cancellation and subject to applicable charges as stated in this Section.

Where the Customer cancels an Access Service Request prior to the start of installation of access facilities and no costs have occurred, no charges shall apply.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 4. CARRIER COMMON LINE ACCESS SERVICE

#### 4.1 Carrier Common Line

The Carrier Common Line portion of Switched Access is associated with the local loop, drop and associated equipment from the end office switching center to the End User Customer. The Company will provide the use of Company common lines by a Customer for access to end users at rates and charges set forth in Section 7. Jurisdictional rates apply for originating, terminating, and terminating only usage.

The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.

All Switched Access Service provided to the Customer will be subject to the Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

#### 4.1.1 Rate categories for Carrier Common Line are as follows:

- Carrier Common Line Originating per Access Minute
- Carrier Common Line Terminating per Access Minute

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 5. SWITCHED ACCESS SERVICE

#### 5.1 General

Switched Access Service provides for the use of common switching, terminating, and trunking facilities between a Customer-designated premises and an end-user's premises for originating and terminating traffic. The Company provides Switched Access Service, which is furnished in quantities of trunks or busy hour minutes of capacity (BHMC). Switched Access Service consists of local transport and the appropriate end office switching and functions to enable an interexchange carrier Customer to provide message toll service (MTS), wide area telephone service (WATS), directory information and 1+, or when required, an access code of 101XXXX services.

#### 5.1.1 Rate Categories

Tandem Switched Facility (TSF): Charge recovers a portion of the costs of transmission facilities, including intermediate transmission circuit equipment, between the end points of interoffice circuits. The TSF rate specified in Section 7 is applied on a per access minute per mile basis for all originating and terminating minutes of use routed over the facility.

Tandem Switched Termination (TST): Charge recovers a portion of the costs of circuit equipment necessary for the termination of each end of each measured segment of the TSF. The TST rate specified in Section 7 is applied on a per access minute basis (for all originating and terminating minutes of use routed over the facility) at each end of each measured segment of TSF (e.g., at the end office, Feature Group A dial tone office, host office and the access tandem). When the TSF mileage is zero, neither the TSF rate nor the TST rate will apply.

End Office/Local Switching: Charges related to the Company local end office switching entity which routes traffic to and from end users to interexchange carrier Customers. The end office rate category includes two elements; Local Switching per access minute of use, and an Information/Intercept Surcharge per access minutes of use or Information Surcharge per information call use as determined by the serving arrangement.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 5. SWITCHED ACCESS SERVICE (Cont'd)

#### 5.1 General (Cont'd)

##### 5.1.1 Rate Categories (Cont'd)

Information Surcharge: This charge is assessed to a Customer based on the total number of access minutes and is specified in Section 7. The Information Surcharge does not apply to Feature Groups B and D Switched Access Services associated with Wireless Switching Centers (WSCs) directly interconnected to a Telephone Company access tandem office.

800 Database Query: When a 1+800 series + NXX-XXXX call is originated by an end-user, the Company will query an 800 database to identify the customer to whom the call will be delivered and provide vertical features based on the dialed ten digits. The call will then be routed to the identified customer destination. A charge applies for each completed query that is returned from the 800 database identifying the customer to whom the call will be delivered whether or not the actual call is delivered to the customer.

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Steve Metts  
CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 5. SWITCHED ACCESS SERVICE (Cont'd)

#### 5.2 Switched Access Service Specifications – Company Requirements

The provision of Switched Access Service has certain obligations of the Company in addition to those listed in Section 2, preceding. They are as follows:

##### 5.2.1 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all communications users of those services. Generally service levels are acceptable when Customers are able to establish connections without delay. The Company maintains the right to apply protective controls in the provision of Switched Access Service. Generally protective controls would be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling demands, or national security demands.

##### 5.2.2 Transmission Specifications

Each Switched Access Service transmission path is provided with industry standard transmission for its type of service. The Company will work in cooperation with the Customer to insure that those parameters are met. In the event the established specifications are not maintained, the Company may require immediate corrective action and may work independently or in cooperation with the Customer to remedy the situation.

##### 5.2.3 Provision of Service Performance Data

Service Performance data relative to end-to-end call completion and related performance items may be made available to the Customer subject to availability and format on a previously arranged and scheduled basis. Such information will generally be provided in paper format. If other than paper format is desired, charges may apply and would be based on an individual case basis. Trunk Group Measurement reports in the form of CCS, peg count and overflow based on previously agreed to intervals may also be provided.

##### 5.2.4 Testing

Certain testing services offered under the tariff are subject to the availability of qualified personnel and test equipment. Acceptance Testing and Routine Testing will be provided at no additional charge and shall be mutually arranged by the Company and the Customer.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 5. SWITCHED ACCESS SERVICE (Cont'd)

#### 5.3 Switched Access Specifications – Customer Requirements

The provision of Switched Access Service has certain obligations of the Customer in addition to those set forth in Section 2 preceding, as follows:

##### 5.3.1 Report Requirements

The Customer is responsible for providing reports to the Company, when applicable. Such reports include:

5.3.1.1 Jurisdictional Reports – are required when Customer orders Access Service with both intrastate and interstate use so that charges may be apportioned in accordance with those reports.

5.3.1.2 Code Screening Reports – are required when Customer orders service class routing, trunk access limitation or call gapping arrangements. The Customer must report the number of trunks and/or appropriate codes to be instituted in each end office for each of the arrangements ordered.

5.3.1.3 Trunk Group Measurement Reports – with the agreement of the Customer, trunk group data in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible will be made available to the Company. These data which will be used to monitor trunk group utilization and service performance, will be based on previously arranged intervals and format.

5.3.1.4 Supervisory Signaling – necessary on-hook, off-hook supervision shall be provided by the Customer's facilities in order to provide answer and disconnect supervision.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 5. SWITCHED ACCESS SERVICE (Cont'd)

#### 5.4 800 Database Service

800 Database Service is provided with Switched Access Service. When a 1+ (e.g., 800, 888, or other toll free number) + NXX + XXXX call is originated by an end user, the Company will utilize the Signaling System 7 (SS7) network to query an 800 Database Service to perform the identification function. The call will then be routed to the identified Customer over FGD switched access. The manner in which 800 Database Service is provided is dependent on the availability of SS7 service at the end office from which the service is provided as outlined below:

- 5.4.1 When 800 Database Service originates at an end office equipped with Service Switching Point (SSP) capability for querying centralized databases, all such service will be provisioned from that end office.
- 5.4.2 When 800 Database Service originates at an end office not equipped with SSP Customer identification capability, the 800 Database Service call will be delivered to the access tandem on which the end office is homed and which is equipped with the SSP feature to query centralized databases.

Query charges as set forth in the following are in addition to those charges applicable for Switched Access Service.

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Steve Metts  
CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 5. SWITCHED ACCESS SERVICE (Cont'd)

#### 5.5 Rate Regulations

This section contains a brief description and the general regulations governing the rates and charges that apply for Switched Access Service.

##### 5.5.1 Description and Application of Rates

Switched Access Service rates are generally of two types, usage rates and non-recurring rates. Usage rates may be minute, and/or distance sensitive, occurrence and/or quantity sensitive or combinations of these usage elements. Non-recurring rates are one-time charges that apply for a specific work activity. Examples would include installation of service, rearrangements of service, moves and changes of Service, provision of optional features and functions not ordered initially, service date changes, service design changes, cancellation of access, orders for additional engineering, and expedited orders.

##### 5.5.1.1 Minimum Monthly Charge

Switched Access Service is provided subject to a minimum monthly charge for the total capacity provided. The charge shall be calculated based on the sum of the recurring charges of rate elements associated with Services ordered, based on a 30-day month.

##### 5.5.2 Special Construction

Subject to Commission regulations and approval, the Company may, where certain Access Services or arrangements are required to meet Customer requirements, utilize rates based on an Individual Case Basis, as reflected in Section 2 – Special Construction.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 6. MISCELLANEOUS ACCESS SERVICE

#### 6.1 General

Miscellaneous Access Service may be provided by the Company at the request of a Customer on an individual case basis if such service arrangements are: not offered under other sections of this tariff; the facilities utilized to meet the request are of a type normally used by the Company in furnishing service; the service or arrangements are compatible with other services and facilities; the service is available and within the Company's personnel and capital resources. Charges may include non-recurring, recurring and/or special, terminating costs or combinations thereof.

#### 6.2 Services Offered

Miscellaneous Access Services may include, but are not limited to the following: Special Construction; Additional engineering or Labor; Maintenance of Service; New Access Services; Testing Services; Presubscription. Miscellaneous Access Service is provided to Customers on an individual case basis in accordance with rules of the FCC.

##### 6.2.1 Special Construction

Special construction would include the costs for the provision of an Access Service that may not be available over such routes, facilities or equipment normally provided.

##### 6.2.2 Additional Engineering or Labor

Additional Engineering will apply when requested and approved by the Customer for the following: (1) when a Customer requests additional information subsequent to the Company-provided DLR information; (2) when additional engineering time is required for a customized order; or (3) when a Customer requests a design change and additional engineering time is required.

Additional Labor will apply when requested and approved by the Customer for the following: (1) for overtime installation or repair specifically requested by the Customer outside of normal Company working hours; (2) standby of Company personnel for acceptance testing on installations or cooperative testing in excess of one hour; or (3) when labor is required to meet a specific Customer request not covered by any other section of this tariff.

##### 6.2.3 New Services

New services not previously offered under this tariff will be provided initially on an individual case basis in conformance with Commission rules.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 6. MISCELLANEOUS ACCESS SERVICE (Cont'd)

#### 6.2 Services Offered (Cont'd)

##### 6.2.4 Testing

When the Customer requests testing which is beyond that which is normally provided at Company locations in connection with Service(s) and at Customer designated premises, additional charges will apply when accepted and approved by the Customer. All testing of this type shall be subject to availability of the necessary qualified personnel and test equipment. A request for testing that is not consecutive with an employee's scheduled work period is regarded as a call out. A minimum call out of four hours will apply.

##### 6.2.5 Maintenance of Service

The Customer shall be responsible for payment of a Maintenance of Service charge when the Company dispatches personnel to the Customer designated premises and trouble is found to be with Customer facilities or equipment.

##### 6.2.6 Specialized Service or Arrangements

Specialized Service or arrangements may be provided by the Company at the request of the Customer on an individual case basis (ICB) if such Services or arrangements meet the following:

6.2.6.1 The Service(s) or arrangement(s) are not offered under other sections of the tariff (including, but not limited to, Special Access and Frame Relay services);

6.2.6.2 The Service(s) or arrangement(s) are a type normally used by the Company, the Service(s) or arrangement(s) are compatible with other Company Service(s), facilities and engineering and maintenance practices; and

6.2.6.3 The offering is subject to availability of Company personnel and capital resources.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 6. MISCELLANEOUS ACCESS SERVICE (Cont'd)

#### 6.2 Services Offered (Cont'd)

##### 6.2.7 Presubscription

Presubscription is the process by which end user customers may select and designate to the Company an IXC to access, without an access code, for intrastate toll calls. This IXC is referred to as the end user's presubscribed long distance carrier.

End users may initially select one of the following options at no charge:

- Indicate a primary IXC for all of its lines
- Indicate a different IXC for each of its lines

Only one IXC may be selected for each line or lines terminating in the same hunt group.

End users may designate that they do not want to presubscribe to any IXC. The end user must arrange this designation by directly notifying the Company's business office. This choice will require the end user to dial an access code (101xxxx) for all intrastate toll calls.

After the end user's initial selection of a presubscription arrangement, the following non-recurring charge will apply:

	<u>Non-recurring Charge</u>
Per access line or trunk, Per occasion	\$5.00

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 7. RATES AND CHARGES

#### 7.1 General

Rates for Service will include non-recurring charges, recurring charges for the rate elements or items specified in previous sections of this tariff, miscellaneous charges, or ICB charges or combinations of same and are identified herein.

#### 7.2 Carrier Common Line Access Service

Per AMOU

Originating	*
Terminating	*

#### 7.3 Switched Access Service

Per AMOU

7.3.1	Local Switching	*
7.3.2	Tandem Switched Facility, per access minute per mile	*
7.3.3	Tandem Switched Termination, per access minute per termination	*
7.3.4	Tandem Switching	*
7.3.5	Information Surcharge/Intercept per 100 access minutes	*
7.3.6	Network Blocking per Blocked Call	*

#### 7.4 800 Database Access Service

Per Query

Basic	*
Vertical Feature	*

\*Rate is in accordance with the Qwest Corporation's Arizona Access Service tariff on file with the Arizona Corporation Commission.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 7. RATES AND CHARGES (Continued)

#### 7.5 Other Services

7.5.1	Switched Access Ordering	<u>Charge</u>
7.5.1.1	Access Order Charge, per order	*
7.5.1.2	Service Date Change Charge, per order	*
7.5.1.3	Design Change Charge, per order	*
7.5.1.4	Miscellaneous Service Order Charge, per occurrence	*

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 7. RATES AND CHARGES (Continued)

#### 7.5 Other Services (Continued)

##### 7.5.2 Additional Engineering

Each Half Hour  
or Fraction Thereof

7.5.2.1 Basic Time per Engineer  
Normally Scheduled Working  
Hours

\*

7.5.2.2 Overtime per Engineer  
Outside of Normally Scheduled  
Working Hours

\*

7.5.2.3 Premium Time outside of Scheduled  
Work Day, per Engineer

\*

\*Engineering Labor Charges are located in the Company's ACC Tariff No. 1 on file with the Arizona Corporation Commission.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 7. RATES AND CHARGES (Cont'd)

#### 7.5 Other Services (Cont'd)

##### 7.5.3 Additional Labor

Each Half Hour  
or Fraction Thereof \*\*

##### 7.5.3.1 Installation or Repair

Overtime, outside of  
normally scheduled working hours  
on a scheduled work day,  
per technician \*

Premium Time, outside of  
scheduled work day, per technician \*

##### 7.5.3.2 Stand by

Basic time, normally  
scheduled working hours,  
per technician \*

Overtime, outside of normally  
scheduled working hours on a  
scheduled work day, per technician \*

Premium Time, outside of  
scheduled work day, per technician \*

##### 7.5.3.3 Testing and Maintenance with other Telephone Companies, or Other Labor

Basic Time per Technician,  
normally scheduled working hours \*

Overtime per Technician, outside  
of normally scheduled working  
hours on a scheduled work day \*

Premium Time per Technician,  
outside of scheduled work day \*

\*Rate is in accordance with the Qwest Corporation's Arizona Access Service tariff on file with the Arizona Corporation Commission.

\*\*A call out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 7. RATES AND CHARGES (Cont'd)

#### 7.5 Other Services (Cont'd)

##### 7.5.4 Miscellaneous Services

First Half Hour  
or Fraction Thereof\*\*

##### 7.5.4.1 Additional Cooperative Acceptance Testing, Switched Access

###### Testing Periods

Basic Time - normally scheduled  
working hours, per technician \*

Overtime, outside of normally  
scheduled working hours  
on a scheduled work day,  
per technician \*

Premium Time, outside of  
scheduled workday,  
per technician \*

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\*\*A call out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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Steve Metts  
CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

### 7. RATES AND CHARGES (Cont'd)

#### 7.5 Other Services (Cont'd)

#### 7.5.4 Miscellaneous Services (Cont'd)

##### 7.5.4.2 Additional Automatic Testing – Switched Access

1004 Hz Loss, C-Message Noise, and Balance are non-chargeable routine tests; however, they may be requested on an as-needed or more than routine scheduled basis, in which case the charges below apply.

<u>To First Point of Switching</u>	<u>Per Transmission Path</u>
Gain-Slope Tests	*
C-Notched Noise Tests	*
1004 Hz Loss Tests, Per Test	*
C-Message Noise Tests, Per Test	*
Return Loss (Balance) Tests, Per Test	*

##### 7.5.4.3 Additional Manual Testing – Switched Access Additional Tests

<u>To First Point of Switching</u>	<u>Each Half Hour or Fraction Thereof**</u>
Gain-Slope Test Performed Within a One Year Period, Per Test Ordered, Per Transmission Path	*
C-Notched Noise Tests Performed Within a One Year Period, Per Test Ordered, Per Transmission Path	*

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\*\*A call out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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## ACCESS SERVICE

7. RATES AND CHARGES (Cont'd)

7.5 Other Services (Cont'd)

7.5.4 Miscellaneous Services (Cont'd)

Non-recurring Charge

7.5.4.4 Presubscription

Per access line or trunk

\$5.00

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CEO/General Manager  
P. O. Box 970  
Willcox, AZ 85644

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