



**RICHARDSON & O'LEARY**  
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PUBLIC UTILITIES COMMISSION

31 January 2006

Ms. Jean Jewell  
Commission Secretary  
Idaho Public Utilities Commission  
P O Box 83720  
Boise ID 83720-0074

RE: **Case No.** COX-T-06-01

Dear Ms. Jewell:

Enclosed please find an original and seven (7) copies of the **APPLICATION FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND PUBLIC NECESSITY OF COX IDAHO TELCOM, LLC.**

I have also enclosed an extra copy to be service-dated and returned to us for our files. Thank you.

Sincerely,

Nina Curtis  
Administrative Assistant

encl.

Molly O'Leary (ISB No. 4996)  
RICHARDSON & O'LEARY PLLC  
515 N. 27<sup>th</sup> Street  
Boise, Idaho 83702  
Telephone: (208) 938-7900  
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RECEIVED  
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UTILITIES COMMISSION

Attorneys for Cox Idaho Telecom, LLC

BEFORE THE  
IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF COX IDAHO TELCOM, )  
LLC'S APPLICATION FOR APPROVAL OF A )  
CERTIFICATE OF PUBLIC CONVENIENCE )  
AND NECESSITY )

CASE NO. COX-T-06-01

**APPLICATION**

Cox Idaho Telecom, LLC ("COX") hereby submits this application for a Certificate of Public Convenience and Necessity ("Certificate") to provide facilities-based basic local exchange service in the Idaho communities of Ketchum, Sun Valley, Hailey and Bellevue. COX respectfully requests that the Idaho Public Utilities Commission (the Commission) grant the Certificate pursuant to Sections 61-526 through – 528, Idaho Code.

**1. NAME, ADDRESS AND FORM OF BUSINESS**

A. COX is a competitive telecommunications company that intends to offer voice services in the Idaho communities of Ketchum, Sun Valley, Hailey and Bellevue where COX currently holds cable franchises.

B. COX is a Delaware Limited Liability Company.

- C. COX's principal business address is:
- P.O. Box 537/105 Lewis Street  
Ketchum, Idaho 83340
- D. See attached certification of COX's Certificate of Formation. (**Exhibit 1**).
- E. See attached Certificate of Good Standing by the Secretary of State for the State of Delaware (**Exhibit 2 (a)**); certificate of COX's registration in Idaho as a foreign limited liability company (**Exhibit 2(b)**); and Certificate of Existence from the Idaho Secretary of State (**Exhibit 2(c)**).

- F. The name and address of COX's registered agent for service in Idaho is:

Corporation Service Company  
1401 Shoreline Drive  
Suite 2  
Boise, Idaho 83702

- G. COX is wholly owned by CoxCom, Inc., a subsidiary of Cox Communications, Inc. See Organizational Chart, attached hereto as **Exhibit 3**.

- H. The names and addresses of COX's officers are as follows:

Amy Erwin, Vice President  
Cox Communications, Inc.  
1400 Lake Hearn Drive  
Atlanta, GA 30319

Andrew A. Merdek  
Cox Communications, Inc.  
1400 Lake Hearn Drive  
Atlanta, GA 30319

Carrington F. Phillip  
Cox Communications, Inc.  
1400 Lake Hearn Drive  
Atlanta, GA 30319

James A. Hatcher  
Cox Communications, Inc.  
1400 Lake Hearn Drive  
Atlanta, GA 30319

James O. Robbins  
Cox Communications, Inc.  
1400 Lake Hearn Drive  
Atlanta, GA 30319

James R. Ruel  
Cox Communications, Inc.  
1400 Lake Hearn Drive  
Atlanta, GA 30319

Janet H. Barnard  
Cox Communications, Inc.  
1400 Lake Hearn Drive  
Atlanta, GA 30319

Jimmy W. Hayes  
Cox Communications, Inc.  
1400 Lake Hearn Drive  
Atlanta, GA 30319

Mark S. Williams  
Cox Communications, Inc.  
1400 Lake Hearn Drive  
Atlanta, GA 30319

Preston B. Barnett  
Cox Communications, Inc.  
1400 Lake Hearn Drive  
Atlanta, GA 30319

Shauna J. Sullivan  
Cox Communications, Inc.  
1400 Lake Hearn Drive  
Atlanta, GA 30319

Susan W. Coker  
Cox Communications, Inc.  
1400 Lake Hearn Drive  
Atlanta, GA 30319

2. **TELECOMMUNICATIONS SERVICE**

Upon the effective date of an approved Certificate, COX intends to provide facilities-based local and toll telecommunications to service residential and business customers as outlined in its Price List, attached hereto as **Exhibit 4**.

3. **SERVICE TERRITORY**

COX intends to provide voice telecommunication services in the communities of Ketchum, Sun Valley, Hailey and Bellevue, Idaho where it currently holds cable franchises. With respect to local exchange services, COX intends to compete with Qwest Communications.

4. **FINANCIAL INFORMATION**

COX's financial information is attached hereto as **Exhibit 5**.

5. **MAPS**

Attached hereto as **Exhibit 6** is a map of COX's proposed service area.

6. **TARIFF FILINGS**

COX is filing a proposed initial Price List to reflect services to be offered under Title 62 authority in compliance with the appropriate Commission rules. (*See Exhibit 4*).

**7. COMPANY CONTACTS**

For establishment of service, complaints and inquiries regarding service and billing, or reporting or inquiring about network outages or service problems:

**Customer Contact:**

Julie Kopf, Customer Care Supervisor  
11505 West Dodge Road  
Omaha, NE 68154  
866.402.3115/402.934.00477  
[Julie.kopf@cox.com](mailto:Julie.kopf@cox.com)

For complaints, inquiries and matters concerning rates and price lists:

**Commission Contact:**

Rob Logsdon, Director of Regulatory Affairs  
Julie Kopf, Customer Care Supervisor  
11505 West Dodge Road  
Omaha, NE 68154  
402.934.0306 (Office)/402.202.4344 (Cell)/933.0010 (FAX)  
[Rob.logsdon@cox.com](mailto:Rob.logsdon@cox.com)

**8. INTERCONNECTION AGREEMENT**

An Interconnection Agreement is being negotiated by COX and Qwest. Qwest will file an executed copy of the Interconnection Agreement with the Commission for approval.

**9. COMPLIANCE WITH COMMISSION RULES**

COX has reviewed all of the Commission rules and agrees to comply with said rules, as applicable, unless otherwise ordered.

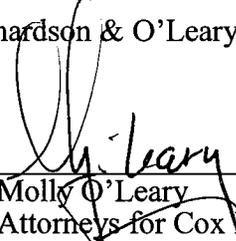
**10. RELEASE OF INFORMATION**

COX hereby permits the release of its name, address and general business telephone number in response to a request for the same.

DATED this 31st day of January, 2006.

Richardson & O'Leary PLLC

By

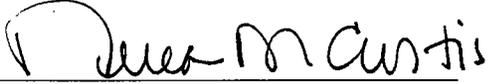
  
Molly O'Leary  
Attorneys for Cox Idaho Telcom, LLC

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 31<sup>st</sup> day of January, 2006, I caused a true and correct copy of the foregoing **APPLICATION FOR APPROVAL OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY BY COX IDAHO TELCOM, LLC**, to be served by the method indicated below, and addressed to the following:

Jean Jewell  
Idaho Public Utilities Commission  
472 West Washington Street  
Post Office Box 83720  
Boise, Idaho 83720-0074

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile
- Electronic Mail

Signed:   
Nina M. Curtis

# EXHIBIT

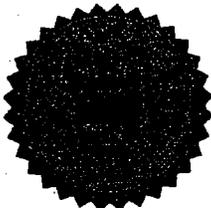
# 1

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "COX IDAHO TELCOM, L.L.C.", FILED IN THIS OFFICE ON THE TENTH DAY OF NOVEMBER, A.D. 2004, AT 2:11 O'CLOCK P.M.



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

3879728 8100

040812185

AUTHENTICATION: 3469359

DATE: 11-10-04

**CERTIFICATE OF FORMATION**

**OF**

**COX IDAHO TELCOM, L.L.C.**

This Certificate of Formation of Cox Idaho Telcom, L.L.C. (the "Company") dated as of November 10, 2004, is duly executed and filed to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.).

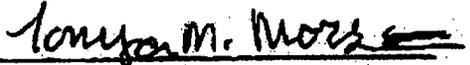
**FIRST:** The name of the limited liability company formed hereby is Cox Idaho Telcom, L.L.C.

**SECOND:** The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808.

**THIRD:** The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808.

**FOURTH:** The name and address of the authorized person is Tonya M. Morse, Dow, Lohnes & Albertson, 1200 New Hampshire Avenue, NW, Suite 800, Washington, D.C. 20036. The powers of the authorized person shall terminate upon the filing of this Certificate of Formation.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

  
\_\_\_\_\_  
Tonya M. Morse  
Authorized Person

# **EXHIBIT**

## **2(a)**

# Delaware

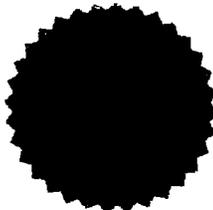
PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "COX IDAHO TELCOM, L.L.C." IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF DECEMBER, A.D. 2004.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "COX IDAHO TELCOM, L.L.C." WAS FORMED ON THE TENTH DAY OF NOVEMBER, A.D. 2004.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3518771

DATE: 12-03-04

3879728 8300

040871796

# **EXHIBIT**

**2(b)**

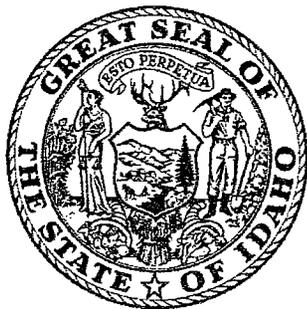
# State of Idaho

Office of the Secretary of State

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the limited liability company records of this State.

I FURTHER CERTIFY That the annexed is a full, true and complete duplicate of the application for registration of foreign limited liability company of **COX IDAHO TELCOM, L.L.C.**, a DELAWARE limited liability company, received and filed in this office on 6 December 2004 under the file number W 34902 , including any amendments filed thereto, as appears of record in this office as of this date.

Dated: 24 January 2006



*Ben Yursa*

SECRETARY OF STATE

By *Kristin Witt*



# **EXHIBIT**

## **2(c)**

# State of Idaho

Office of the Secretary of State

**CERTIFICATE OF EXISTENCE  
OF  
COX IDAHO TELCOM, L.L.C.**

File Number W 34902

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the limited liability company records of this State.

I FURTHER CERTIFY That the records of this office show that the above-named limited liability company was organized under the laws of DELAWARE and filed an application for registration of foreign limited liability company in Idaho on 6 December 2004.

I FURTHER CERTIFY That the limited liability company's registration has not been canceled.

Dated: 26 January 2006



*Ben Yursa*

SECRETARY OF STATE

By *[Signature]*

# **EXHIBIT**

# **3**



# **EXHIBIT**

# **4**

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**LOCAL EXCHANGE SERVICE**

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**COX IDAHO TELCOM, L.L.C.**

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO  
LOCAL EXCHANGE AND INTEREXCHANGE SERVICE  
WITHIN THE STATE OF IDAHO**

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<p>Advice Letter # 1 Issue Date: January 20, 2006 Effective Date: _____ Issued by: Martin Corcoran Cox Communications, Inc. 1400 Lake Hearn Drive, Atlanta, Idaho 30319</p>	
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**LOCAL EXCHANGE SERVICE**

**CHECK SHEET**

All pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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(\* ) Denotes new or revised page.

Advice Letter # 1  
Issue Date: January 20, 2006  
Effective Date: \_\_\_\_\_  
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Cox Communications, Inc.  
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Atlanta, Idaho 30319

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**LOCAL EXCHANGE SERVICE**

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LOCAL EXCHANGE SERVICE

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**LOCAL EXCHANGE SERVICE**

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**EXPLANATION SYMBOLS REFER MARKS, AND ABBREVIATIONS OF  
TECHNICAL TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- (T) To signify a change to text.
- (C) To signify a correction.
- (D) To signify a discontinued service.
- (I) To signify an increase in rate.
- (M) To signify a moved text.
- (N) To signify a new service.
- (R) To signify a decrease in rate.

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**LOCAL EXCHANGE SERVICE**

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Cox Idaho Telcom, L.L.C. to Customers within the local exchange service area as defined below.

**SERVICE AREA**

The Company will provide service to Customers within the service area, consistent with the other terms and conditions of this tariff. The Idaho local service area is defined as the exchange areas served by Qwest Corporation as described in Section 3.1.1.1, Local Service Area, following.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 1 - Definitions**

Certain terms used generally throughout this tariff are defined below:

**Account Codes:** Allows a User to allocate local calls to a 4-digit, non-verified account code.

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

**Company:** Cox Idaho Telcom, L.L.C., which is the issuer of this tariff.

**Combination Service (Combo Svc. Or Cox Preferred):** is a Residential Customer, who qualifies for discounts on the first and additional lines if the Customer also purchases either Cable Services or high speed internet access from a Cox-Affiliated Company.

**Cox:** Cox Idaho Telcom, L.L.C., which is the issuer of this Tariff.

**Cox-Affiliated Company:** shall mean a wholly owned subsidiary of Cox Idaho Telcom, L.L.C.'s parent company, Cox Communications, Inc., which provides cable and high speed internet access in the State of Idaho.

**Customer or Subscriber:** The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

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

**Holidays:** New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 1 - Definitions, cont'd.**

**LATA:** A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

**Local Calling:** A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

**Local Calling Area:** The local calling areas for all Customers served by the Company shall include the exchange areas as defined in Section 3.1.1.

**Local Exchange Carrier:** A company which furnishes exchange telephone service.

**Monthly Recurring Charges:** The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Non-Recurring Charges:** The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Work Order is executed.

**Presubscription:** A process whereby a Customer chooses a long distance carrier and is then able to access that carrier by dialing 1+.

**Residential Customer:** A Customer receiving Residential Service as defined herein.

**Residential Service:** Service to the following locations:

- Individual lines which terminate at a private residence location that is not advertised or used as a place of business, and where a business listing is not employed in the Company's telephone directory.
- Subscribers residing in private apartments, rooming houses or boarding houses, clubs or hospitals who request their own individual residential service and where business listing is not employed in the Company's telephone directory.
- Detached structures when strictly used as a part of the residence on the same premises and is not used as a place of business.
- Subscribers residing in college sorority or fraternity houses or University Dormitory Rooms who order their own individual residence service for their answering bureau.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 1 - Definitions, cont'd.**

**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 Work Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

**Services:** The Company's telecommunications services offered on the Company's network.

**Work Order:** The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Work Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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Advice Letter # 1 Issue Date: January 20, 2006 Effective Date: _____ Issued by: Martin Corcoran Cox Communications, Inc. 1400 Lake Hearn Drive, Atlanta, Idaho 30319	
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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

1. The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Idaho under the terms of this Tariff.
2. Customers may use services and facilities provided under this Tariff to obtain access to services offered by other service providers. The Company is responsible under this Tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

**2.1.2 Shortage of Equipment or Facilities**

1. The Company reserves the right to limit or allocate the use of existing facilities when it deems necessary to manage the lack of facilities or to manage a facility shortage due to some other cause beyond the Company's control. The Company will not provide additional service or connect new service to any Customer that would contribute to a shortage condition until the problem has been identified and rectified. The Company will incur no liability for call interruptions resulting from the Company's efforts to avoid degradation.
2. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the availability and capacity of the Company's fiber optic cable and other facilities as well as facilities the Company may, from time to time, obtain from other carriers to furnish service as required at the sole discretion of the Company.
3. The furnishing of service under this tariff is subject to the availability to the Company of adequate numbering resources and may be subject to the Company's implementation of interconnection arrangements with incumbent local exchange carrier in Idaho.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company**

**2.1.3 Terms and Conditions**

1. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
2. Customers may be required to enter into written Work Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
3. At the expiration of the initial term specified in each Work 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 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Work Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
4. This tariff shall be interpreted and governed by the laws of the State of Idaho without regard for the State's choice of laws provisions.
5. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
6. Cox will reserve the telephone numbers for Customer's new telephone service. Reserved telephone numbers may change prior to the time of installation of service. Customers shall not use, publish or advertise reserved numbers until service has been activated. Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of these numbers. The Customer has no property right in the telephone number associated with Cox telephone service; however, if Customer ports telephone numbers from another carrier to Cox, subject to federal or state law, or telephony industry guidelines, Cox will use such numbers with Customer's telephone service. After activation, Cox reserves the right to change telephone numbers subject to federal or state law, or telephony industry guidelines.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.3 Terms and Conditions, cont'd.**

7. The Customer agrees to operate any Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to Company-provided equipment pursuant to section 2.1.3.8 below.
8. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company**

**THE INCLUDED EXCULPATORY LANGUAGE OF SECTION 2.1.4 DOES NOT CONSTITUTE A DETERMINATION BY THE COMMISSION THAT A LIMITATION OF LIABILITY IMPOSED BY THE COMPANY SHOULD BE UPHELD IN A COURT OF LAW. ACCEPTANCE FOR FILING BY THE COMMISSION RECOGNIZES THAT IT IS A COURT'S RESPONSIBILITY TO ADJUDICATE NEGLIGENCE AND CONSEQUENTIAL DAMAGE CLAIMS. IT IS ALSO THE COURT'S RESPONSIBILITY TO DETERMINE THE VALIDITY OF THE EXCULPATORY CLAUSE**

1. Delays or Interruption of Service - The Customer assumes all risk for damages arising out of delays in installation of service or facilities, mistakes, omissions, interruptions, delays, errors or defects in transmission, failures or defects in equipment or facilities furnished by the company or arising out of failure of the company to maintain proper standards of maintenance of operations or to exercise reasonable supervision, except as noted in Section 2.10.1, Credit Allowance for Interruptions, following.
2. The maximum credit allowable with respect to local exchange service shall not exceed the amount of local exchange service and expanded calling scope charges during a single billing period. The liability of the company for damages shall in no event, by reason of any delays, interruptions, omissions, errors, failures or defects in installation or service, exceed an amount equal to the customers local exchange service and expanded local calling scope charges for a regular billing period with respect to such delayed, defective or interrupted local exchange service. No other liability shall in any way attach to the company in consideration of such delays or interruptions. The company will not be liable for any loss or damage, nor for any impairment or failure of service arising from or in connection with the use of Customer-owned facilities or equipment.
3. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages (including any such claim or suit arising out of or related to the reservation of any specific number for use with a service), associated with the ordinary" installation (including delays thereof) provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.10, Allowances for Interruption of Service, the Company's liability, if any, shall be limited as provided herein.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company, cont'd.

4. Indemnification - The Customer indemnifies and saves harmless the company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of the company's equipment, facilities and associated wiring on the Customer's premises and further, the Customer indemnifies and saves harmless the company against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the company, and apparatus, equipment, and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the company.

The services furnished by the Company, in addition to the limitations set forth above, also are subject to the following limitation. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the company, either:

- A. caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a company-provided connecting arrangement, in which event the liability of the company shall not exceed an amount equal to a proportional amount of the company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or
- B. not prevented by Customer provided equipment.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company, cont'd.**

5. Defacement of Premises - No liability shall attach to the company by reason of any defacement or damage to the Customer's premises resulting from the existence of the company's equipment, facilities and associated wiring on such premises, or by the installation or removal thereof when such defacement or damage is not the result of the negligence of the company or its employees.
6. Errors - The company's liability for damages arising from errors or omissions in the making up or printing of its directories or for error or omission on intercept service or in accepting listings as presented by customers or prospective customers shall be limited to the amount of actual impairment of the Customer's service, and in no event shall it exceed an amount equal to the Customer's local exchange service and expanded calling scope charges during the period covered by the directory in connection with which the error or omission occurs.
7. 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 United States government or of any other government including state and local governments having or claiming jurisdiction over the Company, 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 military authority; preemption of existing service in compliance with national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, or work stoppages.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company, cont'd.

8. With respect to Emergency Number 911 Service:

- A. Cox shall not be liable to the Customer, or to any other person, for any damages arising out of errors, interruptions, defects, failures or malfunctions of 911 and/or E911 Service, including damages arising from errors or defects of associated equipment and data processing systems, except that the Customer shall be entitled to an allowance for interruptions as specified in this Tariff.
- B. The Customer agrees to release, indemnify and hold Cox harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others.
- C. The 911 Customer also agrees to release, indemnify and hold Cox harmless for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, conditions, occasion or use of 911 service features and the equipment associated with it, or by any services furnished by Cox, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service, and which arise out of the negligence or other wrongful act of Cox, the 911 Customer, its users, agencies or municipalities, or the employees or agents of anyone of them.
- D. 911 service is provided solely for the benefit of the 911 Customer. The provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any company obligation toward, or any right of action on behalf of, any third person or other legal entity.
- E. 911 service will be designed by the company to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where 911 systems are equipped with the features required to provide 911 services.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company, cont'd.**

9. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
10. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
11. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
12. The Company does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold 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 the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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LOCAL EXCHANGE SERVICE

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company, cont'd.**

- 13.** The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, equipment, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company, cont'd.**

14. The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
15. In conjunction with a non-published telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
16. When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.5 Reserved**

**2.1.6 Provision of Equipment and Facilities**

1. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
2. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.6 Provision of Equipment and Facilities, cont'd.**

3. Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
4. The Company shall not be responsible for the installation, operation or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
  - A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - B. the reception of signals by Customer provided equipment; or
  - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - 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 charges may apply.

Standard installation service charges reflect service provided between Monday through Saturday, 8:00 a.m. - 5:00 p.m., at current installation intervals and without work interruptions by the Customer. For Customer requests for expedited services that require installations on a date that is less than the normal offered interval, a 100% increase in applicable service charge shall apply, or if during a promotional period, the full non-discounted service charge would apply.

**2.1.8 Ownership of Facilities**

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

**2.2 Prohibited Uses**

**2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.2** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

**2.3 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this Tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.4 Obligations of the Customer**

**2.4.1 General**

The Customer shall be responsible for:

1. the payment of all applicable charges pursuant to this tariff;
2. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
3. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
4. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.4.1.3, of this sub-section. Any costs associated with 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. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
5. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company'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;

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.4 Obligations of the Customer, cont'd.**

**2.4.1 General, cont'd.**

The Customer shall be responsible for: cont'd.

6. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under Section 2.4.1.4 of this sub-section; 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, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
7. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
8. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
9. allowing the Company, or its agent, access to the property, with no notice, to remove Company facilities and/or equipment when customer has discontinued service.
10. providing the Company with written notification of any change in name, ownership or control.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.4 Obligations of the Customer, cont'd.**

**2.4.2 Residential Service**

**1. Residential Service will be provided as listed below:**

- Individual lines which terminate at a private residence location that is not advertised or used as a place of business, and where a business listing is not employed in the Company's telephone directory.
- Subscribers residing in private apartments, rooming houses or boarding houses, clubs or hospitals who request their own individual residential service and where business listing is not employed in the Company's telephone directory.
- Detached structures when strictly used as a part of the residence on the same premises and is not used as a place of business.
- Subscribers residing in college sorority or fraternity houses or University Dormitory Rooms who order their own individual residence service for their answering bureau.

In the event a Customer's service is discovered to be in violation of the provisions above, Cox shall back-bill to recover the under charge(s). To determine the amount of under charge the telephone company shall first review its' service records to determine the period of under charge. Should the Customer dispute the period determined by the telephone company, the Customer has the burden of demonstrating a shorter period of under charge. In cases where Company service records do not indicate a probable period of under charge, a period of 12 months shall be used and the burden of demonstrating a shorter period shall be upon the Customer. The under charge shall be assessed based upon business rates less prior payments.

The Company, upon failure of the Customer to pay the amount back-billed, shall suspend service to the Customer until such time as the back-billed amount plus late payment penalty, if any, are paid in full.

A Residential Customer may not port a Business telephone number to the Company as a Residential telephone number.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.4 Obligations of the Customer, cont'd.**

**2.4.3 Claims**

With respect to any service, equipment or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

1. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, 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. 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 services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - Regulations, cont'd.

2.5 Customer Equipment and Channels

2.5.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.5.2 Station Equipment

1. The Customer is responsible for providing and maintaining any terminal equipment on the Customer's premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.10, Allowances for Interruption of Service, following, is not applicable.
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 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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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.5 Customer Equipment and Channels, cont'd.**

**2.5.3 Interconnection of Facilities**

1. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
2. Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
3. Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

**2.5.4 Inspections**

1. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.5.2.2, Station Equipment, for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
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 10 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 take such actions and provide such notice, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements**

**2.6.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 90 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

1. **Taxes:** The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.
2. A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state.<sup>1</sup> This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

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<sup>1</sup> Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company will credit or refund such amounts to affected Customers, if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and returned to the Company.

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Advice Letter # 1  
Issue Date: January 20, 2006  
Effective Date: \_\_\_\_\_  
Issued by: Martin Corcoran  
Cox Communications, Inc.  
1400 Lake Hearn Drive,  
Atlanta, Idaho 30319

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements, cont'd.**

**2.6.2 Billing and Collection of Charges**

Bills will be rendered monthly to Customer.

1. All service, installation, monthly Recurring Charges and Non Recurring Charges are due and payable upon receipt.
2. The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.
3. For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
4. Amounts not paid within 30 days after the date of invoice are considered past due. If the Company does not receive the entire amount billed by the due date, a late payment charge of \$6.00 may be assessed on a balance not previously assessed.
5. When a Customer makes a payment to the Company in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to Cox unpaid, a \$30.00 returned item fee may be applied to the Customer's account.
6. Should service be suspended for nonpayment of charges, it will be restored upon the Customer's payment of the charges applicable for restoration of service as set forth in Section 3.1.2.1, Local Line Rates and Charges, following, and as further outlined in Section 2.7, Restoration of Service, following.

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LOCAL EXCHANGE SERVICE

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements, cont'd.**

**2.6.3 Disputed Bills**

The Customer shall notify the Company of any disputed items on a bill within 90 days of receipt of the bill.

1. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
2. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

**2.6.4 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 month's charges for the service or facility. The Advance Payment will be credited to the Customer's initial bill, and may be required in addition to a deposit. However, the Deposit plus Advance Payment will not exceed the Customer's projected billing for two and one-half months.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - Regulations, cont'd.

2.6 Payment Arrangements, cont'd.

2.6.5 Deposits

1. The Company may at the time of application for service may require a security deposit. The deposit requested will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

Two month's projected average billing for a service or facility.

2. A applicant shall be required to pay a deposit if:
  - A. The Company establishes that the subscriber has unsatisfactory credit rating, or has an insufficient prior credit history upon which a credit rating could be based; or
  - B. The Customer has outstanding, with any utility, an undisputed and unpaid service account within the last four (4) years; or had service disconnected due to nonpayment of a telecommunications or Cox Affiliated Company service, or
  - C. The Customer has, in an unauthorized or illegal manner, interfered with or used the service of a telephone company within the past four (4) years; or
  - D. The Customer during the last twelve (12) consecutive months was delinquent in the payment of a telecommunications service provider or Cox Affiliated Company account on more than two (2) occasions, presented a dishonored check for payment of service or Cox Affiliated Company account

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements, cont'd.**

**2.6.5 Deposits, cont'd.**

3. The Company at its discretion, may permit payment of any required residential deposit in equal installments over a period of two months and, if the initial or additional deposit required is over one-hundred dollars (\$100), over a period of three months: except that, in lieu of permitting such installment payments, the Company may continue to provide local service while restricting access to the toll network until the required deposit is paid if such restriction does not interfere with the ability to make emergency calls. Such charge shall be as provided in rules, regulations or tariffs filed with and approved by the Idaho Public Utilities Commission.
4. Cox shall pay interest on cash deposits at a rate no less than the rate established by the Idaho Public Utilities Commission.
5. If a refund or credit of the deposit is made within ninety days (90) of receipt of the deposit, no interest payment shall be made. If Cox retains the deposit more than ninety days (90), payment of interest shall be made retroactive to the date of deposit. No interest shall accrue on a deposit after discontinuance of service. Cox will provide payment of accrued interest for all end-users annually by negotiable instrument or by credit against current billing.
6. The deposit shall cease to draw interest on the date it is returned or credited to the End-User's account.
7. In determining the amount of any deposit, no charges for estimated telephone directory advertising will be used.
8. The amount of the deposit shall be applied to any unpaid charges at the time of a discontinuance of services. The balance, if any, shall be returned to the Customer within thirty-days (30) after settlement of the consumer's account, either in person or by mailing it to the last known address.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements, cont'd.**

**2.6.5 Deposits, cont'd.**

9. If service is not connected, or after disconnection of service, Cox shall promptly and automatically refund or credit the Customer's deposit in excess of the unpaid bills for service furnished. A transfer of service from one (1) premise to another within the area of Cox shall not be deemed a disconnection within the meaning of this rule, and no additional deposit may be required unless otherwise permitted by these rules.
10. Cox shall automatically refund or credit the deposit for residential service, with accrued interest, after twelve (12) months' satisfactory payment of undisputed charges and where payment was not late more than once; provided, however, that service has not been disconnected within the twelve (12) month period for nonpayment. Payment of a charge shall be deemed satisfactory if received on or prior to the date the bill is due. Payment of a charge shall be deemed not satisfactory if made by a check that is subsequently dishonored.
11. Cox may withhold refund or return of the deposit, pending the resolution of a dispute with respect to charges secured by the deposit.
12. The deposit made by the End-User with Cox at the time of application for telephone service shall not constitute an advance payment to cover service bills, but for all purposes it is to be considered as security for the payment of monthly bills or other proper charges.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - Regulations, cont'd.

2.6 Payment Arrangements, cont'd.

2.6.5 Deposits, cont'd.

13. A Company shall maintain a record of all deposits received from subscribers, showing the name of each subscriber, the address of the premises for which the deposit is maintained, the date and amount of deposit, and the date and amount of interest paid.
14. Whenever a security deposit or installment payment is accepted, the Company will issue to the subscriber a non-assignable receipt containing the following minimum information:
- Name and current billing address of Customer;
  - Type of service rendered;
  - Date of deposit;
  - Amount of deposit;
  - Interest rate.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements, cont'd.**

**2.6.6 Refusal or Discontinuance of Service**

1. Cox may refuse service, suspend or terminate existing service to an end-user without notice for tampering with Cox's equipment, or misuse or abuse thereof in order to avoid payment of lawful charges or use thereof in such manner as to create danger to life or property of Cox or other end-users.
2. Cox may refuse service, suspend or terminate existing service to a Customer pursuant to the disconnect procedure defined below for any of the following reasons:
  - A. With required notice, nonpayment of a bill within the period prescribed by these tariffs and/or nonpayment of a single bill within a multiple bill account.
  - B. Failure to make a security deposit as set forth in these tariffs.
  - C. Violation of or noncompliance with any provision of law or these tariffs.
  - D. Refusal to permit Cox reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof.
  - E. Interconnection of a device, line, or channel to Cox's facilities or equipment contrary to Cox's terms and conditions of service on file with and approved by the Commission.
  - F. Improper use of telephone service, or use in such manner as to interfere with reasonable service to other customers.
  - G. Use of service or facilities for a call or calls, in a manner reasonably expected to frighten, abuse, torment, or harass another user of the Public Switch Telephone Network.
  - H. Any other violation of the Company's regulations.
3. Except for discontinuance pursuant to Subsections 2(E) and (F) above, a Company shall not discontinue service unless:

At the time of the proposed discontinuance, the Company office are open pursuant to Subsection 17, 18 and 19, following, for the purpose of preventing discontinuance or obtaining reconnection.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements, cont'd.**

**2.6.6 Refusal or Discontinuance of Service, cont'd.**

4. Upon a Customer's request to terminate local exchange service, Cox will inform such Customer of the Customer's responsibility to contact the Customer's IXC regarding continuance or termination of such service from the IXC.
5. Cox shall not be required to provide service to an applicant or Customer who has not paid for prior telephone service rendered by a telecommunications service provider in the same or different location, and furnished to the same person or legal entity.
6. Cox shall not be required to furnish or continue furnishing service when applied for in the name of another person or legal entity, or a fictitious name or other member of the same household, for the purpose of avoiding payment of an unpaid obligation for telephone service previously furnished.
7. Customers will not be held responsible for the nonpayment of another Customer's bill unless the Customer superseded the service or was a co-applicant or guarantor for the service or shared the service of the non-paid account.
8. Reserved
9. Cox will not refuse service or suspend existing service or disconnect existing service by reason of nonpayment for telephone service by a previous occupant at the premises for which service is sought, or by reason of nonpayment of any amount back-billed due to misapplication of rates.
10. Residential Service cannot be suspended or disconnected for failure to pay a bill for a Business Service.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements, cont'd.**

**2.6.6 Refusal or Discontinuance of Service, cont'd.**

- 11.** Reserved
- 12.** Service may not be withheld from a Customer whose name was fraudulently used to obtain service at another location without the customer's permission or knowledge
- 13.** Reserved
- 14.** Service will not be suspended or discontinued to a current Customer in good standing who accepts an additional household member owing a previous bill to Cox, unless that additional household member is listed on the lease arrangements or another utility service as a responsible party, or unless the household member shared service with the Customer at a different or same location.
- 15.** Cox may require each Customer whose service has been suspended for nonpayment of bills, to pay all amounts due for regulated services before service is restored.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements, cont'd.**

**2.6.6 Refusal or Discontinuance of Service, cont'd**

- 16.** Any written correspondence or notices to the End-User by the telecommunications service provider relating to billing disputes or complaints, which are not otherwise provided for in this Section, shall meet the following criteria:
- A. The correspondence shall be sent to the end-user's choice of billing address.
  - B. The correspondence shall clearly state that it is from Cox.
  - C. The correspondence shall clearly state any applicable deadlines within which the Customer must take the appropriate action.
- 17.** Written correspondence shall be considered delivered three (3) business days after the correspondence has been mailed. When service to a Customer is to be disconnected for: (1) nonpayment of a bill for telephone service after service has been suspended or (2) failure to make a security deposit after a reasonable time, Cox will give at least ten (10) days from the date of mailing the written notice to the Customer prior to disconnection. The written notice will be mailed by Cox or delivered to the Customer's billing address as listed with the Company. If the mailed notice is returned from that address as undeliverable, the notice may be delivered to the premises at which the service was rendered. Notice will be deemed given to the Customer three (3) business days after mailing by Cox. Unless a dangerous condition exists or the Customer requests disconnection, service will not be disconnected on any Friday after twelve noon or on any Saturday, Sunday, legal holidays recognized by the state of Idaho, or after twelve noon on any day that is immediately before any legal holiday.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements, cont'd.**

**2.6.6 Refusal or Discontinuance of Service, cont'd**

**18.** A notice of suspension or disconnection will contain the following information:

- A. The words "NOTICE OF SUSPENSION" or "NOTICE OF DISCONNECTION" in print type larger than the print type of the notice text.
- B. The name and address and the telephone number of the Customer.
- C. Statement of the reason for the proposed suspension or disconnection of service.
- D. The date on or after which service will be suspended or disconnected unless appropriate action is taken.
- E. The telephone number in bold print of Cox where the Customer may make an inquiry.
- F. The approved charges for restoral or reconnection.

**19.** No Customer shall be sent a Notice of Termination of local exchange service nor shall the Customer's local exchange service be terminated if:

- 1 The Customer's unpaid bill cited as grounds for termination is less than fifty (\$50) dollars.
- 2 The unpaid bill cited as grounds for termination is for telephone service to any other customer or former customer (unless that customer has a legal obligation to pay the other bill) or for any other class of service.
- 3 The unpaid bill cited as grounds for termination of service results from the purchase of MTS and other services, including but not limited to:
  - a. Directory advertising; (1-1-95)
  - b. Information services, operator services or other services not provided by local exchange companies; (1-1-95)
  - c. Leased or purchased customer premises equipment or other merchandise; or (1-1-95)
  - d. Inside wire maintenance.
- 4 The customer lives at a residence where another person lives and the other person has an unpaid balance for service, except when the customer has a legal obligation to pay the other person's bill.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements, cont'd.**

**2.6.6 Refusal or Discontinuance of Service, cont'd.**

20. After the cause for suspension or disconnection has been cured, Cox will connect, restore or reconnect service as soon as possible.
21. Upon the Company's discontinuance of service to the Customer under this Section 2.6.6, all applicable charges, including termination charges shall become due. This is 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.
22. Telephone Calls with Intent to Annoy:
  - A. The Company may discontinue service to any Customer, who with intent to annoy, telephones another and addresses to or about such other person any obscene language or addresses to such person any threat to inflict injury to the person or property of the person addressed or any family member.
  - B. The Company may discontinue service of any Customer, who with intent to annoy, repeatedly telephones another without disclosing his/her true identity to the person answering the telephone, whether or not conversation ensues during the telephone call.
  - C. The Company may, at its discretion, terminate service to any Customer who establishes a pattern of behavior with respect to the services provided by the Company that is intended to vex, harass or annoy the Company, its employees, agents or other Users of the Publicly Switched Telephone Network. A pattern of behavior is intended to vex, harass or annoy if it disturbs, irritates or interrupts the Company's operations through continued and repeated acts, or disturbs, irritates, or interrupts Users of the Public Switched Telephone Network through continued and repeated acts.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements, cont'd.**

**2.6.6 Refusal or Discontinuance of Service, cont'd**

- D. Prior to disconnection of service for calls described in parts A. and B. above, the Company will make reasonable effort to persuade the Customer placing such calls to cease all such activity. If such activity persists, the Company may, at its option, disconnect service. Prior to disconnection of service for calls described in part C. above, the Company may, at its option, refuse to transact business with the Customer except by written communication. If the Customer continues to engage in conduct set forth in section C above, the Company may, at its option, immediately discontinue service.
- E. For the purpose of this section 2.5.6, telephone calls shall include Customer's usage of facsimile, paging or any other communication devices to access the service provided by the Company.
- F. Company may disconnect service to any Customer who violates 47 U.S.C. §227, Restrictions on the Use of Telephone Equipment.

**2.7 Restoration of Service**

If service has been discontinued for nonpayment as set forth in 2.6.2.6, preceding, or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

**2.8 Toll Restriction— Company Initiated**

If a Customer in any single month, accrues toll charges in excess of twice the average monthly toll charges of the Company's Customers in the same class of service (residential or business) or twice the actual monthly average of the individual Customer's charges, whichever is greater, the Company will review the Customer's previous billing, payment and credit history. If the Customer's account is deemed to be a credit risk, as described in Section 2.6.5, Deposits, preceding, the Company will attempt to contact the Customer to make inquiries concerning the abnormal usage and may require a security and/or payment of charges on the account to continue toll service. If the Customer does not respond, the Company may suspend toll service. The Company will notify the Customer within 24 hours of initiating the toll restriction.

A Customer who has had toll restriction placed on their account will not be able to dial or complete inter/intraLATA toll calls.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.9 Reserved for Future Use**

**2.10 Allowances for Interruptions of Service**

**2.10.1 Credit for Interruptions**

The Company shall make an adjustment or refund as required below if a Customer's service is interrupted otherwise than by negligence or willful act of the Customer. The adjustment or refund shall be a pro rata part of the monthly local service and miscellaneous equipment charges for the period of time during which service is interrupted: except an adjustment or refund is not required for the time when the company stands ready to repair or restore service and the Customer does not provide access necessary for the repair or restoration. The adjustment or refund may be accomplished by a credit on a subsequent bill for telephone service. An adjustment or refund shall be made:

Upon a subscriber's oral or written request, if the service interruption lasts twenty-four (24) hours after being reported to the Company and the adjustment or refund exceeds \$1.00 in amount.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the Monthly Recurring Charges specified herein for Local Line or Cox Connect Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.10 Allowances for Interruptions of Service, cont'd.**

**2.10.2 Limitations on Allowances**

No credit allowance will be made for:

1. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
2. interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. interruptions due to the failure or malfunction of non-Company equipment;
4. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions,
5. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
6. 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;
7. interruption of service due to circumstances or causes beyond the control of the Company.

**2.10.3 Use of 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.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.11 Cancellation of Service**

**2.11.1 Cancellation of Application for Service**

1. When 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. 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, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
3. The special charges described in 2.11.1.1 and 2.11.1.2 of this sub-section will be calculated and applied on a case-by-case basis.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.11 Cancellation of Service, cont'd.**

**2.11.2 Cancellation of Service by the Customer**

If a Customer cancels a Work Order or terminates services before the completion of the term for any reason whatsoever, Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and payable within the period set forth in 2.6.2, Billing and Collection of Charges, preceding, all costs, fees and expenses incurred in connection with:

- all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- all Recurring Charges specified in the applicable Commercial Services Agreement tariff for the balance of the then current term.

**2.12 Transfer and Assignments**

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

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.13 Notices and Communications**

- 2.13.1** The Customer shall designate on the Work Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.13.2** The Company shall designate on the Work Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.13.3** All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first
- 2.13.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**RESERVED FOR FUTURE USE**

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions**

**3.1 Local Exchange Service**

The Company's local telephone service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access enhanced 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA,
- intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance for the local calling area;
- place or receive calls to 800/888 telephone numbers;
- access Telephone Relay Service.
- touch tone;
- a white pages directory listing.

**3.1.1 General Regulations**

**1. Service Areas**

Where facilities are available and conditions permit, the applicable Service Area is defined as the exchange areas served by Qwest Corporation.

**2. Local Calling Area**

The Company concurs in the exchange and local calling area designation specified in the Qwest Corporation Exchange and Network Services Catalog No. 1 for the Ketchum and Hailey local calling areas.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.2 Local Line**

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

**1. Local Line Rates & Charges**

A Local Line Customer will be charged applicable Non-Recurring Charges (NRCs) and monthly Recurring Charges as specified in Sections 3.1.2.1.A and 3.1.2.1.B, respectively. Applicable charges are defined below:

Definitions:

Account Changes: Applies on a per account basis for administrative or billing record changes to an account.

Feature Change: Applies per line when the customer adds or removes a feature to an existing line after the initial installation of the line.

Line Connection Charge: Applies for ordering and connecting local exchange service. For Residential service, one rate is charged for up to two Residential lines installed for the same number ordered and installed at the same time at the same premises. Additional Residential lines after the first two or additional lines installed via a separate premises visit are each charged an additional Line Connection Charge.

Line Restoral Charge: Applies per line when Customer has been disconnected at the switch for nonpayment but has not been permanently disconnected at the premises.

Moves, Adds, Changes: Applies per line where the customer changes the access line configuration.

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LOCAL EXCHANGE SERVICE

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SECTION 3 - Service Descriptions, cont'd.

3.1 Local Exchange Service, cont'd.

3.1.2 Local Line

1. Local Line Rates & Charges, cont'd.

Definitions, cont'd.

PIC Change: Applies when the customer changes either the primary interexchange carrier (PIC) or the intraLATA primary interexchange carrier (LPIC) after the initial installation of the line. One PIC change charge applies for each type of carrier change (interLATA (PIC) or intraLATA (LPIC)).

**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.2 Local Line, cont'd.**

**1. Local Line Rates and Charges**

**A. Non-Recurring Charges – Residential**

Line Connection Charge <sup>1</sup>	
- First Line, per order	\$30.00
- Second Line, Same Trip	NA
Account Changes - Billing Record	
-per billing record change	\$4.00
Telephone Number Change Charge	25.00
PIC Change (intra/inter-LATA)	
- per line - initial set-up	N/C
- after initial set-up <sup>2</sup>	\$5.00
Line Restoration Charge, per line <sup>3</sup>	\$30.00
Feature Change Charge	\$4.00

<sup>1</sup> Other charges may apply for inside wire and/or jack installation.\*

\*Unregulated service under this Tariff.

<sup>2</sup> PIC Change Charge waived if Cox LD is selected.

<sup>3</sup> If service is temporarily interrupted for non-payment and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established (reconnected), Line Connection charges apply.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.2 Local Line, cont'd.**

**1. Local Line Rates and Charges, cont'd**

B. Monthly Recurring Charges – Residential

Residential Customers are offered Flat Rate Service. The term "flat rate service" denotes service where, for a stated monthly rate, unlimited calling is allowed to all other local exchange service lines in the local calling area in which it is furnished.

<u>Local Line</u>	<u>Flat Rate Line Charge</u>
Standard Service, all lines	\$11.49
Combination Service	\$11.00

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.2 Local Line, cont'd.**

**1. Local Line Rates and Charges, cont'd**

**Reserved for Future Use**

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.2 Local Line, cont'd.**

**1. Local Line Rates and Charges, cont'd**

**Reserved for Future Use**

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.2 Local Line**

**2. Custom Calling Features**

Custom Calling Features are optional central office services furnished to individual line Customers. Custom Calling Features are available where facilities exist and operating conditions permit.

A. Feature Descriptions

Anonymous Call Rejection: Allows the Customer to reject incoming calls from callers that intentionally block their caller identification information.

Busy Line Redial: Allows a Customer to program his or her telephone to automatically redial a busy number. This feature is available on a per-line (monthly) basis or on a per-use basis.

Call Forwarding: Allows the Customer to program his or her telephone so that incoming calls are forwarded to another number.

Call Forwarding - Busy: Automatically forwards all incoming calls to a Customer-defined alternate number when the Customer's line is off hook.

Call Forwarding - No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forwarding - Remote Access: Allows the Customer to change the forwarding of a call (edit, activate, or deactivate) from a remote location by dialing in and pressing a series of codes.

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.2 Local Line, cont'd.**

**2. Custom Calling Features, cont'd.**

A. Feature Descriptions, cont'd.

Call Number Block (per call block): Allows the party placing an outgoing call to block the delivery, on a per call basis, of the caller's identifying information, his or her name and telephone number (TN) from caller ID display devices. (Exceptions to call number block are E911 and Toll Free Service.)

Call Number Block (per line block): Allows the party placing an outgoing call to always block their name and telephone number (TN) from the party receiving the call. (Exceptions to call number block are E911 and Toll Free Service.)

Call Return: Provides the Customer an announcement of the last phone number that called them. This feature is available on a per-line (monthly) basis or on a per-use basis.

Call Trace: Allows a Customer who has been receiving harassing or annoying phone calls to have the number of the calling party recorded by the Company's switch and kept by the Company. Customer must then file a complaint with appropriate law enforcement agency. The law enforcement agency will be permitted access to the recorded information. However, the calling party information will not be disclosed to the Customer. This feature is only available on a per use basis.

Call Waiting: The subscriber, already involved in a call, receives a tone that another incoming call is waiting to be answered. The called party, hearing the call-waiting tone during the existing conversation, can choose to flash the hook-switch and connect to the incoming call. This feature includes Cancel Call Waiting which allows the subscriber to enter a code that disables the Call Waiting feature so that he or she will not hear a tone during a conversation with another party.

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.2 Local Line, cont'd.**

**2. Custom Calling Features, cont'd.**

A. Feature Descriptions, cont'd.

Call Waiting ID: Allows the subscriber to receive calling party information during call waiting. Call Waiting ID presents the subscriber with a set of options to treat the incoming call. These options include forwarding the call, placing the call on hold, sending the call to treatment, placing the existing call on hold and answering the incoming call, or answering the call and dropping the existing call. This feature requires specialized Customer Premises Equipment.

Caller ID (Caller Name & Number Delivery): Allows the called party to see the name and where available the telephone number of the calling party. This feature requires specialized Customer Premises Equipment.

Distinctive Ring: Where facilities and operating conditions permit, this feature allows up to four directory numbers to terminate on a telephone line and telephone set. Each directory number has a distinctive ringing sequence and is priced separately.

Priority Ringing: Allows up to 31 directory numbers to be automatically identified by distinctive ringing. If a subscriber is engaged in conversation and a call from one of the designated directory numbers arrives, a distinctive call waiting tone accompanies the incoming call. All other calls ring normally.

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.2 Local Line, cont'd.**

**2. Custom Calling Features, cont'd.**

A. Feature Descriptions, cont'd.

Selective Call Acceptance: Allows the Customer to create a list of telephone numbers. Incoming calls from these numbers are accepted. All other calls are forwarded to an announcement.

Selective Call Forwarding: Allows the Customer to create a list of telephone numbers. Incoming calls from these numbers are forwarded to another number instead of being completed at the Customer's telephone number. All other calls are completed as usual.

Selective Call Rejection: Allows the Customer to create a list of telephone numbers. Incoming calls from these numbers are forwarded to an announcement. All other calls are accepted. This feature is available on a per line (monthly) basis or on a per use basis.

Speed Calling - 8: Allows a Customer to preprogram up to 8 telephone numbers, and then access these numbers with the simple touch of one digit or two digits on the telephone set.

Three Way Calling: Allows the Customer to conference in a third person to an existing call so all three people can speak together in the same conversation. This feature is available on a per line (monthly basis) or on a per use basis.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.2 Local Line, cont'd.**

**2. Custom Calling Features, cont'd.**

**B. Feature Packages**

Solution Package: Provides the Residential Customer with the following features: Call Forwarding, Call Waiting, Speed Calling - 8, Three-Way Calling, Call Return, Busy Line Redial, Selective Call Acceptance, Selective Call Forwarding, Selective Call Rejection, Call Forwarding - Busy, Call Forwarding - No Answer, Caller ID, Priority Ringing and Call Waiting ID. This feature package requires specialized Customer Premises Equipment.

Control Plus Package: Provides a Residential Customer with the following features: Call Waiting ID, Call Return, Priority Ringing, and Long Distance Alert. This feature package requires specialized Customer Premises Equipment.

**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.2 Local Line, cont'd.**

**2. Custom Calling Features, cont'd.**

C. Rates and Charges - Residential

<b>A la carte Features</b>	<b>Monthly Rate</b>	<b>Per Use</b>	<b>NRC</b>
900/976 Blocking	N/C		N/A
Anonymous Call Rejection	N/C		N/A
Busy Line Redial*		.95 <sup>1</sup>	N/C
Call Forwarding Remote Access	5.00		4.00
Call Number Block (per call block)	N/C		N/C
Call Return*		.95 <sup>2</sup>	N/C
Call Trace - per use		1.00	N/C
Call Waiting*	5.50		4.00
Call Waiting ID*	12.45		4.00
Caller ID*	6.95		4.00
Distinctive Ringing	5.00		4.00
Ring Fax	5.00		4.00
Three-Way Calling*		.95 <sup>2</sup>	N/C
<b>Feature Packages</b>			
Control Plus Package	14.00		N/C
Solutions Package	17.00		N/C

\*Denotes features included with the Solutions Package.

<sup>1</sup> Per Use Monthly Maximum charges apply as follows:  
 Busy Line Redial - 5 calls  
 Call Return - 5 calls  
 Three-Way Calling - 5 calls

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.2 Local Line, cont'd.**

**2. Custom Calling Features, cont'd.**

D. Rates and Charges

Reserved for Future Use

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LOCAL EXCHANGE SERVICE

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SECTION 3 - Service Descriptions, cont'd.

3.1 Local Exchange Service, cont'd.

3.1.2 Local Line Rates and Charges, cont'd.

3. Customer Premises Trip Charge

A Customer Premises Trip Charge will be assessed on Residential Customers when a Cox technician or a Cox agent visits a premises for the purpose of inside wire work requested by the Customer or Customer's representative. Except for Cox Service Assurance Plan subscribers, the charge defined below apply to Customers whenever:

- A. a Customer Premises visit is required at the Customer's request for regulated service or,
- B. a Customer Premises visit is required when the Customer files a trouble ticket and it is determined that the source of the Customer's trouble is located on the Customer's side of the network demarcation point.

Customer Premises Trip Charge <sup>1</sup>	<u>Per-Visit</u> \$ 39.95
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<sup>1</sup> Other charges apply for inside wire repair and maintenance.\*  
\*Unregulated service under this Tariff.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

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**SECTION 3 - Service Descriptions, cont'd.**

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**SECTION 3 - Service Descriptions, cont'd.**

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**SECTION 3 - Service Descriptions, cont'd.**

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**SECTION 3 - Service Descriptions, cont'd.**

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**SECTION 3 - Service Descriptions, cont'd.**

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**SECTION 3 - Service Descriptions, cont'd.**

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**SECTION 3 - Service Descriptions, cont'd.**

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.2 Directory Assistance**

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

**3.2.1 Charges for Directory Assistance Calls:**

\$1.25 per call per month

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

**3.2.2** Customers with multiple-line residence service shall be allowed two additional calls per month or four additional Directory Assistance listings (whichever is used first) per line. Call allowances are not applicable to business class of service.

**3.2.3** A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative.

**3.2.4** Charges for Directory Assistance (DA) are not applicable to calls placed from Customers whose physical, visual, mental or reading disabilities prevent them from using the telephone or the directory. The method of exempting those disabled Customers shall be via the completion of an exemption form supplied by the Company and the Company's acceptance of that form. The exemption for disabled Customers includes sent-paid calls from the Customers' local exchange service. Third number billing of DA calls to the disabled Customers' local exchange service are not exempt.

**3.2.5** Charges for Directory Assistance Service are not applicable to calls placed from Hospitals.

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.3 Operator Assistance**

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to the rates specified in Section 3.1, surcharges as specified in Section 3.3.1 will apply:

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the carrier. The call may be billed to the called party.

Station to Station: Calls complete with the assistance of an operator to a particular Station. The call may be billed to the called party.

General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800/888 telephone numbers, but does not request the operator to complete the call.

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.3 Operator Assistance, cont'd.**

**3.3.1 Operator Assisted Surcharges**

The following surcharges will be applied on a per call basis.

Third Number Billing (Operator Dialed)	\$ 1.30
Third Number Billing (Customer Dialed)	\$ 1.30
Calling Card (Customer Dialed)	N/C
Collect Calling (Operator Dialed)	\$ 1.30
Collect Calling (Customer Dialed)	\$ 1.30
Person-to-Person (Operator Dialed)	\$ 3.50
Person-to-Person (Customer Dialed)	\$ 3.50
Station-to-Station (Operator Dialed)	\$ 1.30
General Assistance	N/C

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.4 Directory Listings**

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by on or behalf of the incumbent local exchange carrier in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Customer Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

**3.4.1** The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

**3.4.2** The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

**3.4.3** Reserved.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.4 Directory Listings, cont'd.**

**3.4.4** In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

**3.4.5** Directory listings are provided in connection with each Customer service as specified herein.

**1. Primary Listing**

A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

**2. Additional Listings**

In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 3.4.6, Directory Listing Rates, Residential, following.

**3. Non-published Listings**

Listings that are not printed in directories nor available from Directory Assistance.

A Non-published Telephone Service will be furnished at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customers telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4, Liability of the Company. Rates for Non-published Listings are as specified in Section 3.4.6, Directory Listing Rates, Residential, following. Additional residential lines used for facsimile machines and computer modems will not be assessed this fee.

**4. Non-Directory Listed**

A non-directory listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such Listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Rates for Non-listed Listings are specified in Section 3.4.6, Directory Listing Rates, Residential, following. Additional residential lines used for facsimile machines and computer modems will not be assessed this fee.

**5. Premium Listing**

A premium listing includes the following directory listings: Alternate, Alpha, Cross Reference, Foreign, Informational, and Temporary.

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LOCAL EXCHANGE SERVICE

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SECTION 3 - Service Descriptions, cont'd.

3.4 Directory Listings, cont'd.

3.4.6 Directory Listings Rates - Residential

	<u>Monthly</u>	<u>NRC</u>
Primary Listing	N/C	N/A
Additional/Alpha Listing	\$ 1.50	\$12.00
Non-Published	\$ 1.50	\$12.00
Non-Directory Listed	\$ 1.50	\$12.00
Change Listing	N/A	\$13.50

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**SECTION 3 - Service Descriptions, cont'd.**

**3.5 Emergency Services (Enhanced 911)**

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

**3.6 Employee Discounts**

A discount is allowed from the standard residential rates for services furnished at residences of officials and employees of the Company.

**3.7 Reserved**

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.8 Temporary Suspension of Service - Customer Initiated**

Service may be temporarily suspended at the Customer's request. Prior to the service suspension, the Customer shall have paid for at least the first full month of service.

**3.8.1 Terms and Conditions**

- The suspension rate will not be applicable until after the service has been in effect for at least one full month.
- The full service rate will apply, if service is restored within 15 days after the date beginning the suspension of service.
- If the service is suspended for a period of 16 days or longer, the reduced rate as set forth in the following Section 3.9.2 will apply. The normal monthly recurring rates will be suspended and replaced by the monthly rate below.

**3.8.2 Rates and Charges**

	<u>NRC</u>	<u>Monthly</u>
Residential Customer, per line	\$15.00	\$10.00

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**SECTION 3 - Service Descriptions, cont'd.**

**3.9 Number Referral Service**

Number Referral Service is a central office optional intercept arrangement for diversion of calls to a number which is no longer in service.

In accordance with the Number Referral Service Customer's instructions, a caller to a disconnected number with Basic Referral Service is provided with information which may include: the called number, why the call was not connected, and what can be done to reach the called party.

**3.9.1 Rates and Charges**

**1. Residential Service**

Basic Referral Service	Charge
Primary Number	
- one 3-month period	35.00

**2. Exceptions**

Number Referral Service charges, if applicable, do not apply to:

- A disconnect or number change with no referral
- The primary number of any Residential service account with the Basic Referral Service option
- Company initiated number change
- Directory errors caused by the Company

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**LOCAL EXCHANGE SERVICE**

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**SECTION 4 - Interexchange Service**

**4.1 IntraLata Toll Service**

**4.1.1 Description of Service**

**1. Class of Calls, cont'd.**

A. Station-to-Station, cont'd.

The Station-to-Station class of service also applies when the Operator:

1. Records the calling telephone number for areas without automatic recording equipment.
2. Reaches the called telephone number because of trouble on the network or because dial completion is not available.
3. Places a call for a calling party who is identified as being disabled and is unable to dial the call because of that disability.
4. Reestablishes a dialed call when there is a service fault that interrupts a call after the called person has been reached.

B. Operator Services

1. Operator Station

Operator Station rates apply when the Customer places a call with the assistance of a Company Operator or mechanized response system.

C. Person-to-Person

Person-to-Person charges apply when the calling party specifies to the operator a particular person to be reached, or a particular station, department, or office to be reached through a PBX or Centrex attendant. After the called station has been reached, if the called party is unavailable and the calling party requests or agrees to speak to a party other than the party initially specified, the call is still billed as a Person-to-Person call. The calling party is responsible for identifying the party at the called station.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 4 - Interexchange Service**

**4.1 IntraLata Toll Service, cont'd.**

**4.1.2 Timing of Messages**

1. Unless otherwise indicated, all residential calls are timed in one-minute increments.
2. For station to station calls, call timing begins when a connection is established between the calling and called stations.
3. For person to person calls, call timing begins when connection is established between the calling person and the particular person, station, or mobile unit specified, or an agreed upon alternate.
4. Call timing ends when the called station "hangs up," thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network, or by the Company operator.

**4.1.3 Time Periods Defined**

Peak: 8:00 a.m. to, but not including, 5:00 p.m. - M - F  
Off Peak: 5:00 p.m. to, but not including, 8:00 a.m. - M - F  
All day Saturday, Sunday and Holidays.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 4 - Interexchange Service**

**4.1 IntraLata Toll Service, cont'd.**

**4.1.4 Rates and Charges**

**1. Direct Dialed Calls**

Residential  
\$.10 / minute

Additional charges may apply as stated in Section 3.3.1, Operator Assisted Surcharges.

**2. Calling Card Calls**

The Customer utilizes an 11-digit "800" access number established by Cox to access a terminal. Upon receiving a second dial tone, the Customer uses push-button dialing to enter an identification code assigned by the Company, followed by the ten-digit number of the called party.

Residential  
\$.45 / minute

Additional charges may apply as stated in Section 3.3.1, Operator Assisted Surcharges.

**3. Rates—Operator Assisted Calls**

Residential  
\$.25 / minute

Additional charges may apply as stated in Section 3.3.1, Operator Assisted Surcharges.

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LOCAL EXCHANGE SERVICE

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SECTION 4 - Interexchange Service

4.1 IntraLata Toll Service, cont'd.

4.1.5 Optional Calling Plans

1. Residential Service

A. Cox U.S. Savings Plan

This optional calling plan will provide Cox Residential Customers a competitively priced alternative choice to Cox standard long distance plan. The optional calling plan will be available to new and existing customers who choose Cox Long Distance for both PIC and LPIC. The plan includes all 50 states, the District of Columbia, American Samoa, Puerto Rico, U.S. Virgin Islands, Guam and CMNI. The plan is a flat \$0.07 per minute all day, every day on direct dialed state-by-state calls with a monthly recurring fee of \$3.95.

B. Simply Five Savings Plan<sup>1</sup>

This optional calling plan will provide Cox Residential Customers a competitively priced alternative choice to Cox standard long distance plan. The optional calling plan will be available to new and existing customers who choose Cox Long Distance for both PIC and LPIC. The plan includes direct-dialed calls that originate and terminate within the state and interstate calls, which include all 50 states, the District of Columbia, American Samoa, Puerto Rico, U.S. Virgin Islands, Guam and CMNI. The plan is a flat \$0.05 per minute all day, every day on direct dialed intrastate calls with a monthly recurring charge (MRC) of \$4.95.

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<sup>1</sup> The MRC will be waived for Customers who subscribe to: (1) Control Plus or Solutions Feature Packages, and/or (2) both cable\* and/or high-speed internet access\* offered by the Cox Affiliated Company. This does not include International or Directory Assistance Calls.

\*Unregulated services under this Tariff.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 5 - Promotional Offerings and Service Guarantees**

**5.1 Promotional Offerings**

The Company, from time to time and in compliance with all Commission regulations, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings will be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company will advise the Commission of the terms and conditions of all promotions.

**5.2 Service Guarantees**

Satisfaction Guarantee

If a Residential Customer is not completely satisfied with Cox Digital Telephone Service within the first thirty-days (30), the Company will refund the first month's charges on the Primary Line, excluding local toll and long distance charges, features, taxes and fees.

On-Time Guarantee

The Company offers an On-Time Guarantee to its Customers. If a Cox technician, or agent, does not arrive at the Customer's premises within the prearrange service window, upon Customer's request, Cox will credit the Customer's account \$20 on the next bill cycle.

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LOCAL EXCHANGE SERVICE

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**SECTION 6 - Special Service Arrangements**

**6.1 Special Service Arrangements**

Arrangements may be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Individual Case Basis (ICB) arrangements shall be available to all similarly situated Customers on a non-discriminatory basis. The requested service or arrangements are not offered under other sections of this tariff. The facilities utilized to provide the requested service or arrangements are of a type normally used by the Company in furnished its other services. The requested service or arrangements are compatible with other Company services, facilities, and its engineering and maintenance practices. These offerings are subject to the availability of necessary Company personnel and capital resources.

Services offered on a case by case basis include, but are not limited to,:

DS-3, Digital Service level 3

Equivalent of 28 DS 1 channels, and operating at 44.736 Mbps, also called T-3.

OC-n, Optical Carrier-n

A SONET (Synchronous Optical Network) based application using optical signals in speeds beginning with OC-1 (51.840 Mbps) up to OC-48 (2.5 Gbps).

WAN, Wide Area Network

This network uses links provided by Cox facilities and/or other local telephone companies to connect disperse sites within the state.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 7 - RESERVED FOR FUTURE USE**

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**LOCAL EXCHANGE SERVICE**

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**SECTION 7 - RESERVED FOR FUTURE USE**

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**LOCAL EXCHANGE SERVICE**

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**SECTION 8 - Miscellaneous Service Offerings**

**8.1 Toll Restriction – Customer Initiated**

Toll Restriction allows the Customer the flexibility to restrict both business and residential access lines and trunks from billable toll calls, but allows completion of local directory assistance calls. If a Customer attempts to dial a restricted toll call, the Customer's call will be intercepted and an announcement will advise the caller of the toll restriction.

**8.1.1 Terms and Conditions**

- Where facilities and operating conditions permit, this service will be offered to both business access lines and trunks and residential access lines.
- Toll Restriction may prevent the completion of 1+ local calls.

**8.1.2 Rates and Charges**

	Non-Recurring	Monthly
Residence, per line	\$0.00	\$.75

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LOCAL EXCHANGE SERVICE

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SECTION 8 - Miscellaneous Service Offerings

8.2 Bundled Services Packages

8.2.1 Reserved

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# **EXHIBIT**

**5**

William J. Fitzsimmons  
Vice President, Accounting & FP&A  
Cox Communications, Inc.  
1400 Lake Hearn Drive  
Atlanta, GA 30319



January 26, 2006

Idaho Public Utilities Commission  
P.O. Box 83720  
Boise, Idaho 83720-0074

RE: Application of Cox Idaho Telcom, L.L.C. for Authority to offer Telephone Service

To Whom It May Concern:

Please let this letter serve as formal acknowledgement of Cox Communications Inc.'s commitment to provide necessary financial support to the operations of its subsidiary, Cox Idaho Telcom, L.L.C. as it conducts its telephone business in Idaho. This commitment will remain in effect for the twelve (12) month period beginning on the date Cox Idaho Telcom, L.L.C. offers such services to Idaho consumers.

Sincerely,

A handwritten signature in black ink, appearing to read "WJ Fitzsimmons", with a large, stylized flourish extending from the bottom right of the signature.

William J. Fitzsimmons  
Vice President  
Cox Communications, Inc.

**SEE CASE FILE FOR  
COX COMMUNICATIONS  
BOOKLET**

# EXHIBIT

# 6

**SEE CASE FILE**

**FOR MAP(S)**