

COMTEL TELCOM ASSETS LP

January 5, 2006

VIA OVERNIGHT DELIVERY

**Jean Jewell, Commission Secretary**  
Idaho Public Utilities Commission  
472 West Washington  
Boise, Idaho 83702

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PUBLIC  
UTILITIES COMMISSION

CTA-T-06-01

Re: Application for a Certificate of Public Convenience and Necessity

Dear Ms. Jewell:

Transmitted herewith on behalf of Comtel Telecom Assets LP ("Comtel") are seven (7) copies of this response to a request for clarification from the Idaho Public Utilities Commission ("Commission") concerning the Company's Application for a Certificate of Public Convenience and Necessity ("CPCN") to Provide Competitive Local Exchange Telecommunications Services.

In lieu of the Commission issuing a new CPCN to Comtel, Comtel requests that CPCN Number 399 issued to VarTec Telecom, Inc. under case number GNR-T-01-20, which authorized VarTec Telecom, Inc. to provide facilities-based and resold local exchange services, be transferred to Comtel Telecom Assets LP. Comtel also requests that with the transfer of this certificate, the Commission authorize Comtel to provide local exchange services under its corporate name as well as the trade names of VarTec Telecom, Excel Telecommunications, VarTec Solutions and Clear Choice Communications. Further, Comtel respectfully requests that the documentation provided in Comtel's initial filing for a new CPCN be utilized to qualify Comtel for this transfer.

Acknowledgment and date of receipt of this supplemental response are respectfully requested. Please date and file stamp the attached copy of this correspondence and return it in the enclosed pre-addressed, postage-prepaid envelope. Please direct all correspondence regarding this filing to Doug Nickles directly at (972) 478-3349 or [dnickles@vartec.net](mailto:dnickles@vartec.net). Comtel sincerely appreciates your time and consideration in reviewing this matter.

Respectfully submitted,



Lee Ann Wilson  
Assistant Secretary

Enclosures

cc: Jeffrey Marks, Jessica Hafer, Counsel for Comtel Telecom Assets LP



**VarTec Telecom, Inc.**

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2005 DEC 14 AM 9:14

IDAHO PUBLIC  
UTILITIES COMMISSION

December 13, 2005

**VIA OVERNIGHT DELIVERY**

**Jean Jewell, Executive Secretary**  
Idaho Public Utilities Commission  
472 West Washington  
Boise, Idaho 83702

Re: Application for a Certificate of Public Convenience and Necessity  
Comtel Telecom Assets LP

Joint Notice of Asset Transfer  
Comtel Telecom Assets LP with VarTec Telecom, Inc., Excel  
Telecommunications, Inc. and VarTec Solutions, Inc.

Dear Ms. Jewell:

Transmitted herewith on behalf of Comtel Telecom Assets LP ("Comtel") and VarTec Telecom, Inc., Excel Telecommunications, Inc. and VarTec Solutions, Inc. (together, the "VarTec Companies") are an original and seven (7) copies of Comtel's application to provide basic local exchange and interexchange services, and a joint notice regarding a proposed transfer of assets. These filings are made simultaneously for the Commission's ease of review. Comtel requests the Commission's authorization to offer local exchange, and interexchange services due to its pending agreement to assume substantially all of the VarTec Companies' assets, including the operations related to the provision of local exchange services in Idaho.

Enclosed with these documents are an original and seven (7) copies of Comtel's request for confidentiality and protection of trade secrets regarding the financial qualifications provided with Comtel's application, as well as an envelope containing the material for this request.

Acknowledgment and date of receipt of these filings are respectfully requested. Please date and file stamp the attached copy of this correspondence and return it in the

enclosed pre-addressed, postage-prepaid envelope. Please direct all correspondence regarding these filings to the undersigned directly at (972) 478-3349, the below-referenced address or [dnickles@vartec.net](mailto:dnickles@vartec.net). The Companies sincerely appreciate your time and consideration in reviewing this matter.

Respectfully submitted,



Doug Nickles  
Regulatory Analyst II

Enclosures

cc: Jeffrey Marks, Jessica Hafer, Counsel for Comtel Telcom Assets LP

Becky Gipson  
2440 Marsh Lane  
Carrollton, Texas 75006-2290  
Telephone: (972) 478-3000  
Facsimile: (972) 478-3310

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JUL 14 AM 9:15  
IDAHO PUBLIC  
UTILITIES COMMISSION

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

In the Matter of the Application of )  
 )  
Comtel Telecom Assets LP ) Case No. \_\_\_\_\_  
 )  
For a Certificate of Public Convenience )  
and Necessity to Provide Local Exchange )  
Services )

**APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

Comtel Telecom Assets LP (“Comtel” or “Applicant”), pursuant to Idaho Code §§61-526, -528, IDAPA 31.01.01.111, and Procedural Order No. 26665, hereby applies to the Idaho Public Utilities Commission for a Certificate of Public Convenience and Necessity authorizing Applicant to operate as a provider of facilities-based and resold local exchange and interexchange telecommunications services within the State of Idaho. In support of its application, Comtel provides the following information.

**I. Proposed Services**

Comtel seeks authority to provide both facilities-based and resold local exchange and exchange access telecommunications services to and from all points in the State of Idaho. The Applicant does not currently provide nor does it have a history of providing telecommunications services within the state of Idaho. Although initially

Comtel may provide facilities-based local services only, Applicant requests authority to provide the full range of local exchange services to permit flexibility in its service offerings. Comtel's telecommunications services will be available on a full-time basis, 24 hours a day, seven days a week.

Applicant will primarily market to residential customers. However, Comtel's local exchange services may include, but will not be limited to, the following: (1) basic residential and business local exchange services (flat rate service, operator access, etc.); (2) residential and business customer and class features (call waiting, caller ID, call forwarding, etc.); (3) residential and business ancillary services (911, directory assistance, etc.); (4) private line services; (5) data transmission services; and (6) exchange access services. In addition, Applicant will offer interexchange telecommunications services to business and residential customers in the State of Idaho on an unregulated basis. Applicant proposes to offer "bundled" telecommunications service packages, which include local exchange service, long distance and call management services (e.g., call waiting, caller identification). By combining local exchange service with other telecommunications and non-telecommunications services, Applicant intends to offer more beneficial and competitive services to increase competition within the state.

Comtel has no immediate plans for constructing facilities in the State of Idaho. However, Applicant does intend to provide facilities-based services utilizing the functional equivalent of the unbundled network elements platform ("UNE-P") of the incumbent local exchange carriers. Therefore, Comtel seeks authority to provide both facilities-based and resold services throughout the State of Idaho so that it may lease

facilities (including UNEs) in connection with its provision of service in Idaho and so that it may expand its operations as market conditions warrant and as such areas become open to competition. Comtel's marketing practices will comply with all Commission rules and anti-slamming regulations. The Applicant may utilize direct mail and other forms of marketing such as direct sales. Comtel will comply with all state and federal rules and regulations regarding marketing practices, including verification requirements for carrier changes. In addition, Applicant intends to market these telecommunications services under the trade names VarTec Telecom, Excel Telecommunications and VarTec Solutions.

## **II. Form of Business**

Comtel Telcom Assets LP  
c/o Paul Winters  
500 Boylston Street, 17<sup>th</sup> Floor  
Boston, Massachusetts, 02116  
Telephone: (617) 603-3508  
Facsimile: (617) 603-3509

Comtel is a limited partnership organized under the laws of the state of Texas.

Applicant has attached as Exhibit A its Certificate of Filing with the Secretary of State of Texas and attached Comtel's corporate organizational chart as Exhibit B.

Applicant's business partners are as follows:

General Partner  
Comtel Assets, Inc.  
500 Boylston Street, 17<sup>th</sup> Floor  
Boston, Massachusetts 02116

Limited Partner  
Comtel Assets Corp.  
500 Boylston Street, 17<sup>th</sup> Floor  
Boston, Massachusetts 02116

Applicant's Certificate of Registration with the State of Idaho Office of the Secretary of State is attached as Exhibit C. Comtel's registered agent within the State of Idaho is as follows:

National Corporate Research, Ltd.  
5481 Kendall Street  
Boise, Idaho 83706

Applicant has attached the names and addresses of its officers as Exhibit D.

Subsidiaries owned or controlled by applicant are listed below.

**Comtel Virginia, LP**

Upon consummation of the proposed transaction, it is anticipated that Comtel Virginia, LP, a Virginia limited partnership and wholly owned subsidiary of Comtel, will provide intrastate telecommunications services in the Commonwealth of Virginia only. Comtel Virginia, LP was created to satisfy the requirement that only Virginia-organized entities can be certificated to provide intrastate telecommunications services in the Commonwealth of Virginia.

**III. Telecommunications Services**

Comtel intends to offer local exchange and interexchange services within the state of Idaho upon consummation of an asset transfer between the Applicant and VarTec Telecom, Inc, Excel Telecommunications, Inc. and VarTec Solutions, Inc. (the "VarTec Companies"). Due to the complexity of this transfer and the required regulatory filings, an exact date is not known; however, Applicant expects consummation of the transfer within the first or second quarters of 2006.

#### **IV. Service Territory**

Comtel intends to serve as a competitor of local service in the existing service areas of Qwest. Applicant does not plan to provide local exchange service in the service areas of Idaho incumbent LECs that qualify for the rural exemption pursuant to § 251(f) of the Federal Telecommunications Act of 1996. However, Comtel seeks statewide local exchange authority, so that it may expand its service areas as market conditions warrant and as additional service areas become open to competition.

#### **V. Financial Information**

Comtel has attached as Exhibit E its most recent unaudited financial statements. As demonstrated in Exhibit E, Comtel has the requisite financial ability to acquire the VarTec Companies' assets and become a strong competitor in the Idaho telecommunications marketplace. As a privately held company, Comtel respectfully requests that the Commission protect Exhibit E of the Application from public inspection, and as a result, Comtel has included with this Application as Exhibit F a Request for Protection of Information Designated as Trade Secrets for the Commission's review and approval.

#### **VI. Illustrative Tariff Filing**

Comtel has attached its proposed local telecommunications service tariff as Exhibit G.

#### **VII. Customer Contacts**

The employee anticipated to have overall responsibility for customer service and quality of service is as follows:

Keith Henderson  
Vice President of Customer Care and Provisioning  
2440 Marsh lane

Carrollton, Texas 75006  
(972) 478-3328

Comtel plans to maintain toll free customer service telephone numbers acquired through an asset purchase agreement with the VarTec Companies. These toll free telephone numbers are listed below.

VarTec Telecom Local Customer Service:	(800) 708-7395
VarTec Telecom Long Distance Customer Service:	(800) 583-6767
Clear Choice Communications Customer Service:	(800) 468-4872
Excel Telecommunications Local Customer Service:	(877) 668-0808
Excel Telecommunications Long Distance Customer Service:	(800) 875-9235
VarTec Solutions Customer Service:	(800) 871-0999

The employee anticipated to have overall responsibility for regulatory affairs is:

Becky Gipson  
2440 Marsh Lane  
Carrollton, Texas 75006  
Telephone: (972) 478-3309  
Facsimile: (972) 478-3310  
E-mail: [bgipson@vartec.net](mailto:bgipson@vartec.net)

#### **VIII. Interconnection Agreements**

The interconnection and other network agreements currently allowing the VarTec Companies to provide local exchange and/or interexchange services will be transferred to Comtel, as necessary, to continue the Applicants' efforts to make a smooth transition for customers.

#### **IX. Compliance with Commission Rules**

Applicant has attached a statement of review of and compliance with Commission rules as Exhibit H.

#### **X. Escrow Account or Security Bond**

Comtel does not anticipate requiring advanced deposits of Idaho customers. If this policy changes and prior to requiring advance deposits from Idaho customers, Comtel

will enter into an escrow agreement with a bonded escrow agent and will file a copy of its escrow agreement upon the Commission's request.

**XI. Conclusion**

The Applicant submits that the information provided herein demonstrates that the public interest, convenience and necessity would be served by the grant of this Application. Therefore, the Applicant respectfully request that the Commission approve this Application all other relief as necessary and appropriate to grant Comtel's request for a Certificate of Public Convenience and Necessity authorizing the Applicant to provide resold and facilities based local exchange and interexchange telecommunications services within the state of Idaho.

Respectfully submitted,

**COMTEL TELCOM ASSETS LP**

By: \_\_\_\_\_

  
Lee Ann Wilson  
Assistant Secretary  
Comtel Telcom Assets LP  
c/o Sowood Capital Management LP  
500 Boylston Street, 17<sup>th</sup> Floor  
Boston, Massachusetts 02116  
Telephone: (617) 603-3504  
Facsimile: (617) 603-3330  
e-mail: [leeann.wilson@sowood.com](mailto:leeann.wilson@sowood.com)

12/13/05

Date

**EXHIBIT A**

**COMTEL TELCOM ASSETS LP**

**CERTIFICATE OF FILING**

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Roger Williams  
Secretary of State

## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Comtel Telcom Assets LP  
Filing Number: 800523585

The undersigned, as Secretary of State of Texas, hereby certifies that a certificate of limited partnership for the above named limited partnership has been received in this office and filed as provided by law on the date shown below.

Accordingly, the undersigned as Secretary of State hereby issues this certificate evidencing the filing in this office.

Dated: 07/26/2005

Effective: 07/26/2005



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams  
Secretary of State

Phone: (512) 463-5555  
Prepared by: Virginia Tobias

Come visit us on the internet at <http://www.sos.state.tx.us/>  
Fax: (512) 463-5709

TTY: 7-1-1  
Document: 98724040002

FROM

(TUE) 7. 26 '05 14:05/ST. 14:04/NO. 4864937803-P 3

In the Office of the Secretary of State of Texas

JUL 26 2005

Corporations Section

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
COMTEL TELCOM ASSETS LP

- 1. Name of Partnership: Comtel Telcom Assets LP
- 2. Name and Address of Registered Agent and Office: National Corporate Research, Ltd.  
800 Brazos, Suite 1100  
Austin, Texas 78701
- 3. Address of Principal Office: 600 Travis, Suite 2775  
Houston, Texas 77002
- 4. General Partner:  
Name: Comtel Assets Inc.  
Mailing Address: 600 Travis, Suite 2775  
Houston, Texas 77002

EXECUTED on the 26<sup>th</sup> day of July, 2005.

GENERAL PARTNER:  
COMTEL ASSETS INC.

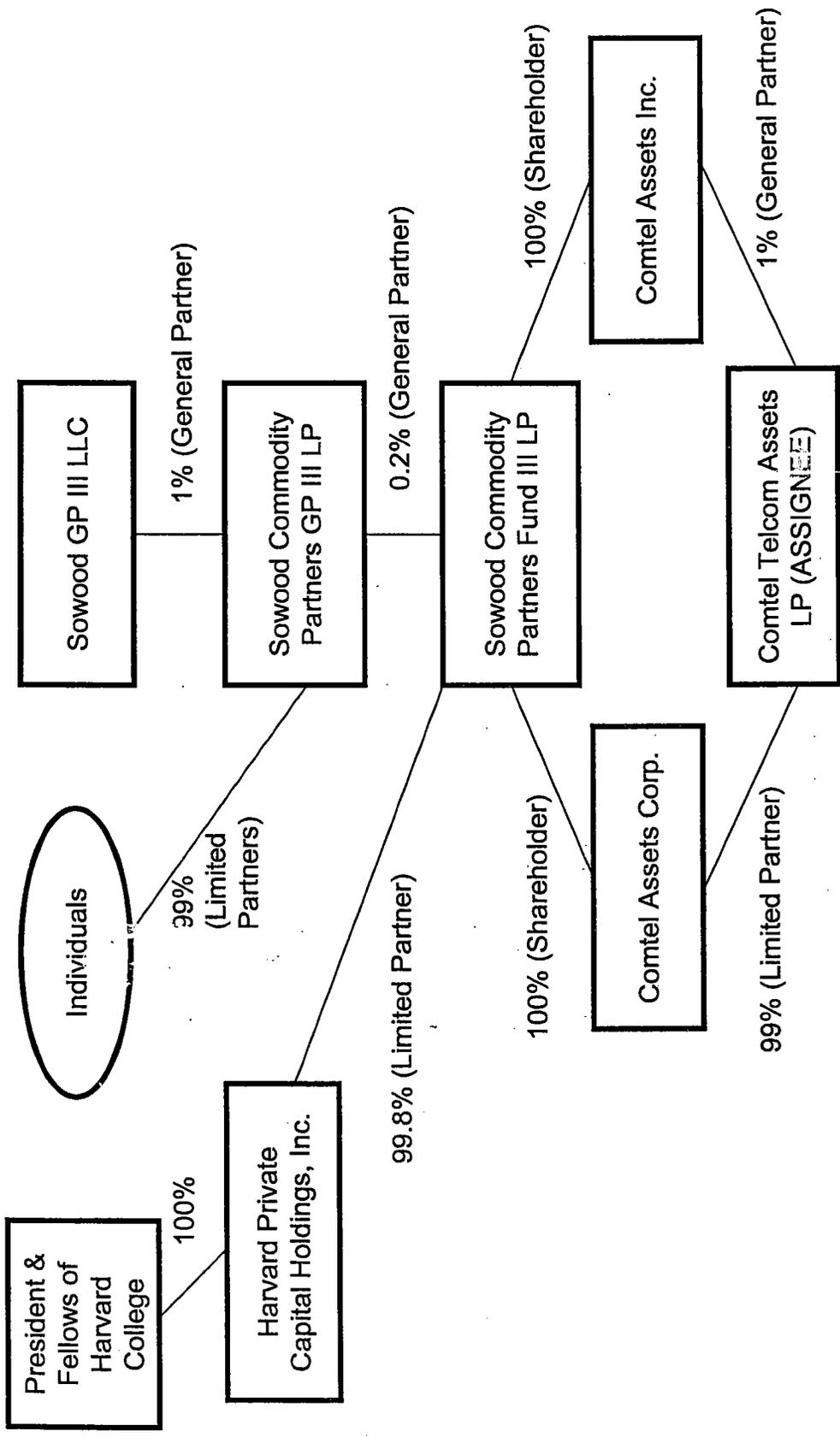
By: Megan Keller  
Name: MEGAN KELLER  
Title: SECRETARY

**EXHIBIT B**

**COMTEL TELCOM ASSETS LP**

**CORPORATE ORGANIZATIONAL CHART**

# Comtel Telecom Assets LI



**EXHIBIT C**

**COMTEL TELCOM ASSETS LP**

**CERTIFICATE OF REGISTRATION**

# 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 partnership 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 partnership of **COMTEL TELCOM ASSETS LP**, a TEXAS limited partnership, received and filed in this office on 2 September 2005 under the file number L 5477 , including any amendments filed thereto, as appears of record in this office as of this date.

Dated: 7 September 2005.



*Ben Yursa*

SECRETARY OF STATE

By *Cynthia Han*

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Roger Williams  
Secretary of State

## Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Limited Partnership for Comtel Telcom Assets LP (filing number: 800523585), a Domestic Limited Partnership (LP), was filed in this office on July 26, 2005.

**It is further certified that the entity status in Texas is in existence.**

In testimony whereof, I have hereunto signed my name  
officially and caused to be impressed hereon the Seal of  
State at my office in Austin, Texas on August 16, 2005.



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams  
Secretary of State

APPLICATION FOR REGISTRATION OF FOREIGN LIMITED PARTNERSHIP

(Instructions on back of application)

05 SEP -2 PH 1:22

SECRETARY OF STATE STATE OF IDAHO

To the Secretary of State of Idaho:

Pursuant to the Chapter 2, Title 53, Idaho Code, the undersigned Limited Partnership hereby applies for registration to transact business in Idaho, and for that purpose submits the following statement:

1. The name of the limited partnership is:

Comtel Telcom Assets LP

2. The name which it shall use in Idaho is:

Comtel Telcom Assets LP

3. It was organized under the laws of Texas on 7/26/05

4. The address of its registered or principal office in the state or country under the laws of which it is organized is 600 Travis

Houston TX 77002

5. The name and street address of its proposed registered agent in Idaho are:

National Corporate Research, Ltd.

5481 Kendall Street Boise ID 83706

6. The address at which a list of the names, addresses and contributions of the limited partners is kept is

500 Boylston St., 17th Fl.

Boston MA 02116

(The limited partnership agrees to keep the list until its registration is cancelled or withdrawn.)

7. The name and business address of each general partner are:

Name

Address

Comtel Assets Inc.

600 Travis, Houston, TX 77002

Dated August 31, 2005

By: Comtel Assets, Inc., its general partner:

Signature Megan Kelleher

Typed Name Megan Kelleher, Secretary

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Secretary of State use only

IDAHO SECRETARY OF STATE 09/02/2005 05:00 CK: 36861 CT: 1154 BH: 989750 1 @ 100.00 = 100.00 REG FOR LP # 4 1 @ 20.00 = 20.00 EXPEDITE C # 5

**EXHIBIT D**

**COMTEL TELCOM ASSETS LP**

**LIST OF OFFICERS**

**COMTEL TELCOM ASSETS LP  
OFFICER LIST**

Chairman	Stu Porter 500 Boylston Street, 17 <sup>th</sup> Floor Boston, Massachusetts 02116
President	Bill Zartler 500 Boylston Street, 17 <sup>th</sup> Floor Boston, Massachusetts 02116
Vice President	Rick Dowd 500 Boylston Street, 17 <sup>th</sup> Floor Boston, Massachusetts 02116
Vice President	John Collins 500 Boylston Street, 17 <sup>th</sup> Floor Boston, Massachusetts 02116
Secretary	Megan Kelleher 500 Boylston Street, 17 <sup>th</sup> Floor Boston, Massachusetts 02116
Assistant Secretary	Paul Winters 500 Boylston Street, 17 <sup>th</sup> Floor Boston, Massachusetts 02116
Assistant Secretary	Lee Ann Wilson 500 Boylston Street, 17 <sup>th</sup> Floor Boston, Massachusetts 02116

**EXHIBIT E**

**COMTEL TELCOM ASSETS LP**

**FINANCIAL QUALIFICATIONS**

**(Exhibit E allegedly contains trade secrets and is separately filed.)**

**EXHIBIT F**

**COMTEL TELCOM ASSETS LP**

**REQUEST FOR PROTECTION OF INFORMATION**



public inspection Exhibit E to the Application due to its proprietary nature. The information contained in the financial statements is only disclosed to banks, financial institutions and others on a need to know basis, and when such information is disclosed to them, it is done on a confidential basis. Making this information available would reveal information to the public and Comtel's competitors which would allow them to know Comtel's cash position, liabilities and other data which Comtel does not wish to disclose without a protective order. The Commission routinely protects the financial information of private companies from public disclosure in applications of this nature.

Wherefore, Comtel respectfully requests that its Request for Confidentiality and Protection of Proprietary Information be granted.

Respectfully submitted,

**COMTEL TELCOM ASSETS LP**

By:  \_\_\_\_\_

Lee Ann Wilson  
Assistant Secretary  
c/o Sowood Capital Management LP  
500 Boylston Street, 17<sup>th</sup> Floor  
Boston, Massachusetts 02116  
Telephone: (617) 603-3504  
Facsimile: (617) 603-3330  
e-mail: [leeann.wilson@sowood.com](mailto:leeann.wilson@sowood.com)

12/13/05

Date

**EXHIBIT G**

**COMTEL TELCOM ASSETS LP**

**PROPOSED LOCAL TELECOMMUNICATIONS TARIFF**

**Page Title**

Original

**Comtel Telcom Assets LP**

**(Acceptance Stamp)**

**TITLE PAGE**

**IDAHO LOCAL TELECOMMUNICATIONS TARIFF**

This tariff contains the description and regulations applicable to the furnishing of Local Exchange Services provided by Comtel Telcom Assets LP with principal offices at c/o Paul Winters, 500 Boylston Street, 17<sup>th</sup> Floor, Boston, Massachusetts 02116. This tariff applies to Local Exchange Services furnished within the state of Idaho. This tariff is on file with the Idaho Public Utilities Commission, where copies may be inspected, during normal business hours.

Idaho Public Utilities Commission  
472 West Washington Street  
Boise, Idaho 83702

The name, address and telephone number for the person who is responsible for providing information with respect to the operating procedures of Comtel Telcom Assets LP are listed below.

**ISSUED: December 13, 2005**

**EFFECTIVE: January 23, 2006**

**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

Page 1

Original

Comtel Telecom Assets LP

(Acceptance Stamp)

**CHECK SHEET**

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\* New or Revised

**ISSUED: December 13, 2005**

**EFFECTIVE: January 23, 2006**

**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

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**ISSUED: December 13, 2005**

**EFFECTIVE: January 23, 2006**

**By: Becky Gipson**  
**Director - Regulatory Affairs**  
**2440 Marsh Lane**  
**Carrollton, Texas 75006**  
**(972) 478-3000**

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**By: Becky Gipson**  
**Director - Regulatory Affairs**  
**2440 Marsh Lane**  
**Carrollton, Texas 75006**  
**(972) 478-3000**

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EFFECTIVE: January 23, 2006

By: **Becky Gipson**  
**Director - Regulatory Affairs**  
**2440 Marsh Lane**  
**Carrollton, Texas 75006**  
**(972) 478-3000**

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**By: Becky Gipson**  
**Director - Regulatory Affairs**  
**2440 Marsh Lane**  
**Carrollton, Texas 75006**  
**(972) 478-3000**

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### TARIFF FORMAT

**Page Numbering** - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially and from time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

**Explanation of Symbols** - When changes are made in any tariff page, a revised page will be issued canceling the tariff page affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (C) - to signify changed regulation.
- (D) - to signify discontinued rate, regulation, or text.
- (I) - to signify increased rates.
- (M) - to signify material relocated from one leaf to another without change.
- (N) - to signify new rate, regulation, or text.
- (R) - to signify reduced rate.
- (S) - to signify reissued material.
- (T) - to signify a change in text, but no change in rate or regulation.
- (Z) - to signify a correction.

In addition to symbols for changes, each changed provision in the tariff shall contain a vertical line in the right hand margin of the page which clearly shows the exact number of lines being changed.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

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### APPLICATION OF TARIFF

This tariff applies to the furnishing of Local Exchange Services, as defined herein, by CTA. Local Exchange Services are furnished for the use of Customers in placing and/or receiving local telephone calls within the Local Service Area as defined herein. Services, features and functions will be provided where facilities, including but not limited to, billing capability, technical capability and the ability of CTA to purchase service elements from appropriate tariffs for resale are available.

The provision of Local Exchange Services is subject to existing regulations and terms and conditions specified in this tariff and CTA's current tariffs, and may be revised, added to or supplemented by superceding issues.

CTA reserves the right to offer its Customers a variety of competitive services as deemed appropriate by CTA.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**1.0 DEFINITIONS**

**1.1 Definitions of Terms**

**Account** - A Customer record relating to service or equipment billed to a single telephone number. Service may be provided to one premises or may extend to another premises as long as it is part of the main telephone number.

**Building** - The term "same building" is to be interpreted to mean a structure under one roof, or two or more structures on the same premises which are connected by a covered passageway in which the wires or cables of the telephone company may be placed without exposure to outside electrical circuits or the weather. In no case can conduit be considered as a covered passageway. The term "same building" does not include those buildings connected by a covered public mall.

**Central Office** - A common carrier switching center in which trunks and loops are terminated and switched.

**Collect Call** - Denotes a billing arrangement by which the charge for a message may be reversed provided the charge is accepted at the called service point. A collect call may be billed to a Calling Card or third number. If the called service point is identified as a Pay Telephone, the charges must be billed to a Calling Card or third number.

**Communications System** - Channels and other facilities which are capable, when not connected to the Telecommunications Network, of two-way communications between terminal equipment.

**Company or Carrier** - Comtel Telcom Assets LP unless otherwise clearly indicated by the context.

**Construction Charge** - A separate initial charge made for construction of pole lines, circuits, facilities, etc., in excess of that contemplated under the rates quoted herein.

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**By: Becky Gipson**  
**Director - Regulatory Affairs**  
**2440 Marsh Lane**  
**Carrollton, Texas 75006**  
**(972) 478-3000**

**1.0 DEFINITIONS (Continued)**

**1.1 Definitions of Terms (Continued)**

**Customer** - The person, firm, corporation or other entity which initiates a call on CTA's network, or accepts billing for the call on CTA's network, subject to the terms and conditions of CTA's tariff regulations.

**Demarcation Point** - The point of demarcation and/or interconnection between a telecommunication provider's facilities and terminal equipment, protective apparatus or wiring at a subscriber's premises. Telephone company installed facilities at/or constituting the demarcation point shall consist of wire and/or a jack conforming to Sub-part F of Part 68 of the Federal Communications Commission's rules.

**Directory Listing** - The publication in the white pages telephone directory of information relative to the Customer's assigned telephone number, by which telephone users are enabled to ascertain the telephone number of a desired individual or business.

**Equipment Space** - An area or areas, agreed upon by the parties, located on or within a structure that is specifically designated for the purpose of terminating regulated telephone services and housing facilities. The necessary security, lighting, commercial power and environmental controls are provided within this area.

**Exchange** - A telephone system which provides for service within a specified area known as the "Exchange Area."

**Installation Charge** - An initial and non-recurring charge made under certain conditions covering the cost or portion of the cost of the work of connecting and furnishing telephone service.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**1.0 DEFINITIONS (Continued)**

**1.1 Definitions of Terms (Continued)**

**InterLATA** - Calls or circuits between different Local Access and Transport Areas.

**IntraLATA** - Calls or circuits totally within the same Local Access and Transport Area.

**Jurisdiction** - A geographic area meeting each of the following conditions: presided over by the same regulatory body, within the boundary of a single state and an area in which CTA is authorized to provide service.

**Local Access and Transport Area** - A geographic area established for the administration of telecommunications service. It encompasses designated local operating telephone company exchanges which are grouped to serve common social economic and miscellaneous purposes.

**Local Exchange Service** - Local telephone service provided by any individual, partnership, association, joint-stock company, trust, governmental entity or corporation.

**Local Service Area** - The area within which service is furnished between stations without charge other than the regular exchange service charge, whether the service is flat rated or measured.

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

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**1.0 DEFINITIONS (Continued)**

**1.1 Definitions of Terms (Continued)**

**Pay Telephone** - The equipment placed by a Payphone Service Provider to facilitate the provisioning of pay telephone service to the Customer. Such service is utilized by the use of coins or alternative billing mechanisms.

**Premises** - All portions of the same building occupied by the same Customer, provided that 1) the portions are not separated from each other by intervening offices, rooms or suites not occupied by the Customers, or 2) the portions on different floors are contiguous and that the portion on the upper floor is directly above the portion occupied on the lower floor. All of the buildings occupied by the same Customer, provided that all of the buildings are located on the same plot of ground and are not intersected by a public highway (A public highway is considered to mean a vehicular thoroughfare which is governmentally owned).

**Station** - The network control signaling unit, data set or other equipment at the Customer's premises which enables the Customer to establish the communications connections to effect communications through such connections. Denotes a termination of an individual exchange line or PBX trunk provided in accordance with the provisions of this tariff, in switching equipment located in an exchange foreign to the exchange in which the Customer is located.

**Subscriber** - The person, firm, partnership, corporation, or other entity who designates the Company as its primary carrier for telecommunications service. Thus, the Subscriber has a pre-existing business arrangement with the Company and is also a customer.

**Telecommunications Network** - All facilities of the telephone company that are used to provide its services.

**Telephone Company** - Comtel Telecom Assets LP

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**Director - Regulatory Affairs**  
**2440 Marsh Lane**  
**Carrollton, Texas 75006**  
**(972) 478-3000**

**1.0 DEFINITIONS (Continued)**

**1.1 Definitions of Terms (Continued)**

**Subscriber** - The person, firm, partnership, corporation, or other entity who designates the Company as its primary carrier for telecommunications service. Thus, the Subscriber has a pre-existing business arrangement with the Company and is also a customer.

**Telecommunications Network** - All facilities of the telephone company that are used to provide its services.

**Telephone Company** - Comtel Telcom Assets LP

**Telephone Number** - A designation assigned to a subscriber's station for convenience in operating. Telephone numbers may include the name of a central office, which is termed the "Central Office Designation."

**Termination Charge** - A charge made to a subscriber if the contract is terminated prior to the expiration of the contract period.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**1.0 DEFINITIONS (Continued)**

**1.2 Glossary of Acronyms**

- CO** - Central Office
- CPE** - Customer Provided Equipment
- CTA** - Comtel Telcom Assets LP
- DTMF** - Dual Tone Multi-Frequency
- ILEC** - Incumbent Local Exchange Carrier
- LEC** - Local Exchange Carrier
- LATA** - Local Access and Transport Area
- PBX** - Private Branch Exchange
- PIC** - Primary Interexchange Carrier

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS**

**2.1 Undertaking of Company**

**2.1.1 General**

CTA undertakes to provide the services offered in this tariff according to the terms and conditions and at the rates and charges specified herein.

The furnishing of Local Exchange Services consists of one-way or two-way communication to or from a Demarcation Point on the Customer's premises and another Demarcation Point within a Local Service Area as specified in Section 3 of this tariff.

Services, features and functions will be provided where facilities include, but are not limited to, billing capability and technical capability and such capabilities are available to CTA without unreasonable expense.

A month is considered to have thirty (30) days for the purpose of computing charges in this tariff.

Some services listed in this tariff (e.g., interexchange services) are offered in conjunction or association with services made available in CTA's Idaho P.U.C. Telecommunications Services Tariff. For such services, the rules, regulations, terms and conditions detailed in CTA's interexchange tariff also apply.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.1 Undertaking of Company (Continued)**

**2.1.2 Scope**

CTA undertakes to furnish Local Exchange Services within the state of Idaho under the terms and conditions of this tariff. Service is available twenty-four (24) hours a day, seven (7) days a week. The Company adopts the exchange maps and legal descriptions filed with the Commission by QWEST listed in Section 3.1.1.

CTA is responsible under this tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, CTA assumes no responsibility for such other service.

**2.1.3 Limitations**

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

The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the ILECs or other providers to CTA for resale.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.1 Undertaking of Company (Continued)**

**2.1.4 Terms and Conditions**

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the service, and the terms and conditions in this tariff. The Customer may also be required to execute any other documents as may reasonably be requested by CTA in connection with the provisioning of Local Exchange Services.

At the expiration of any term specified in a service order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party pursuant to an executed contract between the Customer and CTA or pursuant to Idaho Code. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service 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.

This tariff shall be interpreted and governed by the laws of the state of Idaho.

Other telecommunications companies must not interfere with the right of any person or entity to obtain service directly from CTA.

The Customer has no property right to the telephone number or any other number designation associated with services furnished by CTA. CTA reserves the right, on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever CTA deems it necessary to do so in the conduct of its business.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.1 Undertaking of Company (Continued)**

**2.1.5 Liability of the Company**

CTA shall not be liable for any act or omission of any entity furnishing to CTA or CTA's Customers facilities or equipment used for or with the services CTA offers or for the acts or omissions of other telecommunications companies or Local Exchange Carriers.

With respect to any claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), 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 this tariff, CTA's liability, if any, shall be limited as provided herein.

The liability of CTA for damages arising out of the furnishing of its services, including but not limited to, mistakes, omissions, interruptions, delays, or errors, other defects, or representations by CTA, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section 2.11. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of CTA. CTA will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of CTA's employees or agents.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.1 Undertaking of Company (Continued)**

**2.1.5 Liability of the Company (Continued)**

CTA shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of CTA's agents or employees. No agents or employees of other telecommunications companies shall be deemed to be agents or employees of CTA.

CTA shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to the following: acts of God, fire, flood, explosion or other catastrophes; 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 CTA 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, work stoppages, or other labor difficulties.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.1 Undertaking of Company (Continued)**

**2.1.5 Liability of the Company (Continued)**

CTA shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

The Customer shall indemnify and hold CTA harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by another party or person(s), and 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, condition, location or use of any installation provided by CTA. CTA reserves the right to require each Customer to sign a service order acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.1 Undertaking of Company (Continued)**

**2.1.5 Liability of the Company (Continued)**

Notwithstanding the Customer's obligations as set forth in Section 2.4, CTA shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff including:

- (a) claims for defamation, libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition, interference with, misappropriation or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property or entity arising from the material, data, information or content, revealed to, transmitted, processed, handled or used by CTA under this tariff;
- (b) patent infringement claims arising from combining or connecting the service offered by CTA with apparatus and systems of the Customer or others and
- (c) all other claims arising out of any act or omission of the Customer or others in connection with any service provided by CTA pursuant to this tariff.

The entire liability of CTA for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to CTA by the Customer for the specific services giving rise to the claim.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.1 Undertaking of Company (Continued)**

**2.1.5 Liability of the Company (Continued)**

CTA makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a peculiar use, except those expressly set forth herein.

CTA 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 CTA services.

The underlying service provider shall intercept all calls to a number listed incorrectly in the telephone directory until a new directory is distributed or a correction sheet is mailed to each Customer.

In conjunction with a non-published telephone number, CTA will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. CTA will try to prevent the disclosure of the number of such telephone but will not be liable should such number be divulged.

When a Customer with a non-published telephone number places a call to the Emergency 911 Service, CTA 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 herein.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.1 Undertaking of Company (Continued)**

**2.1.5 Liability of the Company (Continued)**

With respect to Emergency 911 Service, the following applies:

1. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. CTA is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service or installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
  
2. Neither is CTA responsible 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, occasion by the use of Emergency 911 service features and the equipment associated therewith, or by any services furnished by CTA, 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 Emergency 911 service, and which arise out of the negligence or other wrongful act of CTA, the Customer, its Customers, agencies or municipalities, or the employees or agents of any one of these.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.1 Undertaking of Company (Continued)**

**2.1.5 Liability of the Company (Continued)**

The included tariff language 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.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.1 Undertaking of Company (Continued)**

**2.1.6 Notification of Service**

CTA will provide the Customer reasonable notification, including the planned date, time and duration, of activities affecting service that may occur in normal operation of its business. Such activities may include but are not limited to, equipment or facilities additions, removals or rearrangements and routing and preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. CTA will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned conditions affecting service, such as outage resulting from cable damage, notification to the Customer may not be possible.

**2.1.7 Provision of Equipment and Facilities**

CTA shall use reasonable efforts to make services available 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. CTA does not guarantee availability, except as stated or expressly provided for in this tariff.

CTA shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer, or anyone designated by the Customer (except the ILEC) may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by CTA, except upon written consent of CTA.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.1 Undertaking of Company (Continued)**

**2.1.7 Provision of Equipment and Facilities (Continued)**

CTA 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 CTA shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, CTA shall not be responsible for:

- (a) the transmission of signals by Customer-provided equipment or for the quality of or defects in such transmission;
- (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.

CTA may substitute, change or rearrange any equipment or facility at any time and from time to time but shall not thereby degrade the technical parameters of the service provided to the Customer.

Equipment CTA provides or installs at the Customer premises for use in connection with services CTA offers, shall not be used for any purpose other than that for which CTA provides, installs or has installed on its behalf.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.1 Undertaking of Company (Continued)**

**2.1.8 Non-Routine Installation**

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

**2.1.9 Ownership of Facilities**

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

**2.1.10 Special Construction**

If the provision of service to a Customer would require the construction of additional facilities, replacement facilities or special facilities designed to meet the Customer's particular needs, the Company, at its option, may seek to obtain the facilities from another carrier, or may construct the facilities. The Customer may be required to pay all of the Company's fees and expenses associated with obtaining or constructing the facilities, including but not limited to, any unusual maintenance costs or removal costs. Construction charges may be required, at the Company's option, prior to commencing work or when billing is rendered. The Customer may be required to enter into a written agreement to pay the construction charges if they are not paid prior to initiation of service.

Material previously located on this page now appears on page 27.1.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.1 Undertaking of Company (Continued)**

**2.1.10 Special Construction (Continued)**

Any facilities constructed by the Company by the use of construction charges, however financed, shall be and remain the property of the Company, unless otherwise agreed to by the Company pursuant to a written agreement. The Customer does not obtain any rights of ownership in facilities provided by the Company.

The charges and regulations applicable to special construction apply in connection with all classes of service, facilities or equipment furnished by the Company and are in addition to the installation charges, service connection and move charges and monthly service charges otherwise applicable to the provision of service to the Customer pursuant to other sections of this tariff.

**2.2 Prohibited Uses**

The services CTA offers shall not be used for any unlawful purposes or for any use which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated telecommunications company.

CTA may require a Customer to discontinue its transmission of signals if said transmission is causing interference to others.

CTA may discontinue service if a Customer fails to comply with any of the rules herein. The Customer's service will only be suspended or discontinued as allowed under Idaho Code.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.3 Discontinuance and Restoration of Service**

**2.3.1 Intentional Abuse of Service**

CTA has the right to refuse telephone service to any premises and at any time to discontinue telephone service, if it finds it necessary to do so to protect itself against intentional abuse. Intentional abuse of service includes, without limiting the generality of the foregoing, the use of service or facilities of CTA to transmit a message or to locate a person or otherwise to give or obtain information, without payment of an exchange service charge. Another form of such abuse is an intentional uninterrupted connection of one exchange station to another station, excluding those connections charged for on an elapsed time basis, which permits the use of the facilities in a manner similar to private line service. It also includes intentional receiver off-hook conditions.

**2.3.2 Disconnection of Service for Cause**

Upon non-payment of any sum due to CTA or upon violation of any of the conditions governing the furnishing of services as provided in this tariff, CTA may by notice in writing mailed to the Customer, without incurring any liability, temporarily discontinue the furnishing of service to the Customer. Telephone services may be discontinued seven (7) days after mailing notice of intention to discontinue service, and a service order charge will be made by CTA for restoration of such account and/or line. If CTA elects to discontinue service, the Customer shall be responsible for all charges through the date of termination.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.3 Discontinuance and Restoration of Service (Continued)**

**2.3.2 Disconnection of Service for Cause (Continued)**

If any Customer-provided equipment is used with facilities provided by CTA in violation of any law or any of the provisions in this tariff, CTA will take such action as is necessary for the protection of its facilities or the service of its other Customers and other persons provided with telecommunications services. The Customer shall discontinue such use of the equipment or correct the violation immediately upon actual or constructive knowledge of a violation and shall confirm in writing to CTA within seven (7) calendar days that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or correct the violation and to give the required written confirmation to CTA within the time stated above shall result in interruption of the service of the Customer creating the violation, once appropriate notice of the potential disconnection or suspension has been provided by CTA to the Customer pursuant to Idaho Code.

Service may be refused, reduced, or partially or completely discontinued without notice in the event CTA is informed that the service is used in such a manner that will adversely affect CTA's service to others.

CTA may disconnect service in accordance with the terms hereof without any liability except for an appropriate refund of any service deposit with accrued interest.

Customers having their local service terminated by CTA will be notified by CTA in accordance with the applicable rules and regulations of the Commission regarding termination of service.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.3 Discontinuance and Restoration of Service (Continued)**

**2.3.3 Restoration of Service**

When a Customer's service has been disconnected in accordance with this tariff, service will be re-established only upon the basis of an application for new service.

If a service has been suspended, discontinued or disconnected for nonpayment, service will be re-established upon receipt of all charges due, which includes charges for services and facilities during the period of suspension and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, CTA may require payment by cash, money order or certified check. If such payment is made by personal check, restoration of service will be effective only upon bank clearance of the check.

**2.4 Customer Obligations and Liability**

The Customer is responsible for the payment of bills associated with the use of CTA's service. Whether or not authorized by the Customer, this includes payment for calls and services: (1) originated at the Customer's number(s), (2) accepted at the Customer's number(s) (e.g., collect calls) and/or (3) incurred at the specific request of the Customer.

The Customer is responsible for making CTA facilities and equipment available periodically for maintenance purposes at a time agreeable to both CTA and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.4 Customer Obligations and Liability (Continued)**

The Customer is responsible for reimbursing CTA for damages to, or loss of, CTA's facilities or equipment caused by the acts or omissions of the Customer, the non-compliance 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 CTA. CTA may, 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 CTA's right of recovery of damages to the extent of such payment.

The Customer is responsible for 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 herein. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of CTA-provided facilities, shall be borne entirely by, or may be charged by CTA to, the Customer. CTA may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

The Customer is responsible for 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 CTA facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible as defined herein, and granting or obtaining permission for CTA 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 CTA.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.4 Customer Obligations and Liability (Continued)**

The Customer is responsible for providing at no charge, as specified from time to time by CTA, any needed personnel, equipment, space and power to operate CTA facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises.

The Customer shall be responsible for placing orders for service. When placing an order for service, Customer must provide the name(s) and address(es) of the person(s) responsible for the payment of service charges, the name(s), telephone number(s), and address(es) of the Customer contact person(s) and any other information as deemed appropriate by CTA.

The Customer is responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which CTA employees and agents shall be installing or maintaining CTA's facilities and equipment. The Customer may be required to install and maintain CTA facilities and equipment within a hazardous area if, in CTA's opinion, injury or damage to CTA's employees or property might result from installation or maintenance by CTA. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

The Customer is responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on CTA's equipment or facilities.

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Director - Regulatory Affairs  
2440 Marsh Lane  
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(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.5 Claims**

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

- (a) any loss, destruction or damage to property of CTA or any third party, or the death of or injury to persons, including, but not limited to, employees or guests of either CTA or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or
- (b) 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, with limitation, use of CTA's services and facilities in a manner not contemplated by the service order between the Customer and CTA.
- (c) The included tariff language 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.

**2.6 Customer Equipment and Channels**

**2.6.1 Interconnection of Facilities**

Services furnished by CTA may be connected to the services or facilities of other authorized telecommunications companies only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other telecommunications companies which are applicable to such connections. Service furnished by CTA is not part of a joint undertaking with such other carriers.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.6 Customer Equipment and Channels (Continued)**

**2.6.1 Interconnection of Facilities (Continued)**

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of CTA used for furnishing Local Exchange Service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provision of this tariff.

**2.6.2 Customer Responsibility**

The Customer is responsible for taking all necessary legal steps for interconnecting his/her Customer-provided terminal equipment of communications systems with CTA's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

**2.7 Inspections**

Upon reasonable notification to the Customer, and at a reasonable time, CTA may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.7 Inspections (Continued)**

If the protective requirements for Customer-provided equipment are not being complied with, CTA may take such action as it deems necessary to protect its facilities, equipment and personnel. CTA may immediately and without notice deny service when the Customer submits CTA or non-CTA personnel to hazardous conditions. When the Customer circumvents CTA's ability to charge for its services, to prevent and protect against fraud or acts in a way that may cause immediate harm to the local exchange network or other CTA services, CTA will give the Customer prior notice before denying service pursuant to Idaho Code.

**2.8 Payments and Charges**

**2.8.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by CTA to the Customer, whether authorized or not. If an entity other than CTA imposes charges on CTA, in addition to its own internal costs, and in connection with a service for which a CTA charge is specified, those charges may be passed on to the Customer.

Customers may pay for service by credit card, an authorized payment agent, or check or other method of payment as deemed appropriate by CTA.

When a payment for service is made by check, draft, or similar negotiable instrument, a returned check charge in the amount of \$20.00, will be made by Carrier for each such item returned unpaid by a bank to Carrier for any reason. The acceptance of checks, drafts, or other negotiable instruments for the satisfaction of the Customer's debts to Carrier shall not constitute a waiver by Carrier of its right to payment by legal tender.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.8 Payments and Charges (Continued)**

**2.8.1.A Alternative Payment Processing**

CTA allows Customers to make payment for services rendered through alternative payment processing options, including but not limited to, credit card payments and automated clearing house (“ACH”) transactions. Customers may make payment using alternative payment processing through CTA’s Customer Care Center, the Company’s internet website or other methods approved by CTA. When a payment for service is made by an alternative payment processing option, processing fees as described in Section 4.7 of this Tariff may apply. The acceptance of alternative payment processing options for the satisfaction of the Customer’s debts to Carrier shall not constitute a waiver by Carrier of its right to payment by legal tender.

**2.8.2 Taxes**

Any assessments, franchise fees, privileges, licenses, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, based upon receipts or property units, imposed upon CTA by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in CTA’s rate schedules. CTA shall, so long as any such tax or fee is in effect, add to the bills of the Customers an amount sufficient to recover any such tax or fee.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
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**2.0 RULES AND REGULATIONS (Continued)**

**2.8 Payments and Charges (Continued)**

**2.8.3 Establishment and Re-establishment of Credit**

CTA may conduct a credit investigation of each Customer or applicant prior to accepting the service order. A Customer whose service has been discontinued by CTA for non-payment of bills for any telecommunications service will be required to pay all bills due to CTA for telecommunications services or make other arrangements satisfactory to CTA and to re-establish credit before service is restored or any service started.

**2.8.4 Billing and Collection**

The Customer is responsible for payment of all charges for equipment or facilities and services furnished by CTA to the Customer.

CTA will establish a monthly billing date for each Customer account and shall bill all charges incurred by, and credits due to the Customer under this tariff. Recurring charges are billed in advance of the month(s) in which service is provided, except where prohibited by law. Usage sensitive charges will be billed for the preceding billing period. Recurring charges and usage sensitive charges for the federal government will be billed in arrears. Bills are due by the payment due date shown on the bill.

Monthly rates for any service provided under this Tariff will apply for each month, or partial month. When a Customer cancels service or when service is discontinued by the Company during a billing cycle, new charges will not be assessed for billing periods subsequent to the discontinuance of service.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.8 Payments and Charges (Continued)**

**2.8.5 Billing Disputes**

The date of the dispute shall be the date CTA receives sufficient documentation to enable it to investigate the dispute. The Customer is responsible for notifying CTA, either verbally or in writing, of any charges in dispute and the specific basis of such dispute. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, CTA shall undertake an investigation of the disputed charges. At the conclusion of the investigation, CTA shall notify the Customer of any amount determined by CTA to be correctly charged, and such amount shall become immediately due. Amounts determined by CTA to be correctly charged shall also be subject to the late payment fee specified in this tariff.

In the event that the Customer and the Company cannot reach a resolution of mutual satisfaction, the Customer may contact the Commission for further assistance. The Commission's address and telephone number are as follows:

Idaho Public Utilities Commission  
472 West Washington Street  
Boise, Idaho 83702

Telephone Number (208) 334-0300  
Tollfree Number (800) 432-0369

In the event of a dispute, the Customer may be liable for reasonable court costs and attorneys' fees.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
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**2.0 RULES AND REGULATIONS (Continued)**

**2.8 Payments and Charges (Continued)**

**2.8.6 Late Payment Fee**

If any portion of the Customer's payment is not received by CTA two business days prior to the next billing cycle, or if any portion of the payment is received by CTA in funds which are not immediately available upon presentation, a late payment fee shall be due to CTA. The late payment fee shall be the portion of the payment not received two business days prior to the next billing cycle, multiplied by 1.5%. For unpaid balances of \$10.00 or more, a minimum late payment fee of \$5.00 shall apply.

Late payment fees do not apply to the disputed portion of unpaid balances, if resolved in favor of the Customer. Any disputed portion of unpaid balances, if resolved in favor of CTA, may be subject to the late payment fee as of the original due date noted on the Customer's bill. Undisputed amounts of the same bill may be subject to the late payment fee if they remain unpaid by the due date noted on the Customer's bill.

**2.8.7 Multi-brand and Affiliate Credit and Collections Practices**

Comtel may collect on behalf of the Company and/or its affiliates or brands in one or more transactions as permitted by law.

Comtel reserves the right to apply credit balances from one Comtel affiliate or brand to another to satisfy outstanding account balances for billed regulated telecommunications services.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.9 Cancellation, Discontinuance and Changes**

**2.9.1 Cancellation of Application for Service**

When a 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 these specified herein.

Where, prior to cancellation by the Customer, CTA incurs any expenses in installing the service that it otherwise would not have incurred, a charge equal to the costs CTA incurred, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against CTA that would have been chargeable to the Customer had service begun.

Where CTA incurs an expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before CTA receives a cancellation notice, a charge equal to the actual and documented costs incurred applies.

The charges described above will be calculated and applied on a case-by-case basis with proper documentation of the actual costs presented to the customer.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.9 Cancellation, Discontinuance and Changes (Continued)**

**2.9.2 Cancellation of Service**

If a Customer cancels a service order or terminates services before the completion of the term for any reason whatsoever, the Customer agrees to pay CTA the following:

- (a) all nonrecurring charges reasonably expended by CTA to establish service to the Customer.
- (b) any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by CTA.
- (c) all recurring charges associated with the service being utilized for the balance of applicable term.
- (d) any other charges set forth in this tariff or in the service order for such early cancellation or termination.

The above sums shall become due as of the effective date of the cancellation or termination and be payable within the period, as set forth in this tariff.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.9 Cancellation, Discontinuance and Changes (Continued)**

**2.9.3 Discontinuance of Service**

CTA may discontinue or refuse to furnish any and/or all service(s) to the Customer or applicant for service without incurring any liability if CTA deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, equipment, assets or service.

The discontinuance of service(s) by CTA pursuant to this Section does not relieve the Customer of any obligation to pay CTA for charges due for service(s) rendered up to the time of discontinuance. In addition, CTA may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer, to be immediately due and payable.

CTA may discontinue service of any Customer who, with intent to annoy, telephones another and addresses to or about such other person any obscene language or addresses to such other person any threat to inflict injury to the person or property of the person addressed or any family member.

CTA may discontinue service of any Customer who, with intent to annoy, repeatedly telephones another without disclosing his true identity to the person answering the telephones, whether or not conversation ensues during the telephone calls.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.9 Cancellation, Discontinuance and Changes (Continued)**

**2.9.3 Discontinuance of Service (Continued)**

CTA may, without incurring any liability, discontinue or suspend service without notice or refuse service if: (a) the Customer provides false information to CTA regarding the Customer's identity, address, creditworthiness, its past or current use of communications services, or its planned use of CTA's service(s); (b) the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service or (c) the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by using or attempting to use any fraudulent means or devices.

CTA may, without incurring any liability, discontinue or suspend service within seven (7) days written notice, or refuse service if (a) the Customer refuses to furnish information to CTA regarding the Customer's creditworthiness, his/her past or current use of communications services or his/her planned use of service(s); (b) any material portion of the facilities used by CTA to provide service to the Customer is condemned or a casualty renders all or any material portion of such equipment or facilities inoperable beyond feasible repair; (c) any governmental order or directive calls for the discontinuation of service, the Customer alters the services to be provided, or the Customer violates an applicable federal, state or local law or regulation or (d) the Customer uses service without payment for the service or the Customer fails to pay any amounts owing to CTA for services to which the Customer subscribes or had subscribed or used.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.9 Cancellation, Discontinuance and Changes (Continued)**

**2.9.4 Changes in Service**

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

**2.10 Credit Allowance - Directory Listings**

Subject to the provisions of Section 2.1.5 of this tariff, CTA shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), an amount within the following limits:

- (a) for listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
- (b) for listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

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Director - Regulatory Affairs  
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**2.0 RULES AND REGULATIONS (Continued)**

**2.11 Allowances for Interruptions in Service**

When the company is informed by the customer of a service outage, CTA will:

- a) Restore service within sixteen (16) hours after the report of the outage if the customer notifies the telephone company that the service outage creates an emergency for the customer; or
- b) Restore service within twenty-four (24) hours after the report of the outage if no emergency exists, except that outages reported between noon on Saturday and 6:00 p.m. on the following Sunday must be restored within forty-eight (48) hours or by 6:00 pm on the following Monday, which ever is sooner. If the telephone company does not restore service within the times required by this subsection the telephone company must credit the customer's account for an amount equal to the monthly rate for one (1) month of basic local exchange service

It shall be the obligation of the Customer to notify CTA immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to CTA's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.11.1 Limitations on Allowances**

No credit will be made for interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or for interruptions due to the negligence of any person using CTA's facilities with the Customer's permission. No credit will be given by CTA for interruptions due to the failure or malfunction of non-CTA equipment or interruptions of service during any period in which CTA is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions. No credit will be given to the Customer for interruptions of service during a period in which the Customer continues to use the service on an impaired basis, interruptions of service during any period when the Customer has released service to CTA for maintenance purposes or for implementation of a Customer order for a change in service arrangements, or interruption of service due to circumstances or causes beyond the control of CTA.

**2.12 Transfers and Assignments**

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

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**2.0 RULES AND REGULATIONS (Continued)**

**2.13 Notices and Communications**

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 CTA, 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.

CTA or the Customer shall advise the other party of any changes to the address designated for notices, billing or other communications.

**2.14 Violation of Regulations**

When any terminal equipment or communications system is used with Local Exchange Services in violation of any of the provisions of this tariff, CTA will take any necessary immediate action to protect its services or interests, including disconnection of the service, and will promptly notify the Customer of the violation in writing. Within ten (10) days upon receipt of said notification, the Customer shall discontinue such improper use of the terminal equipment or communications system or correct the violation and shall confirm in writing to CTA that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to CTA within the time stated above shall result in disconnection of the Customer's service until such time as the Customer complies with the provisions of this tariff.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**3.0 SERVICE DESCRIPTIONS**

**3.1 General**

Comtel's Local Exchange Service provides Customers with unlimited calling to points within their designated local calling area. Comtel concurs with the exchange areas and exchange maps filed by the incumbent Local Exchange Carriers and currently on file with the Commission. Comtel's service area is limited to the exchanges listed in Section 3.1.1 following.

CTA also provides optional services to allow Customers to efficiently manage the call flow generated over their telephone line(s). These services are subject to availability of facilities and compatibility with Customer type of access line and premises equipment. Optional services are only available to Customers of CTA's basic local services and are not available on Centrex and PBX trunks. When multiple services are activated on the same line, certain services may take precedence over others.

**3.1.1 Service Areas and Zones**

Local exchange telecommunications services provided by CTA shall be limited to Customers within the following exchanges as defined by exchange maps filed by Qwest and currently on file with the Commission.

**A. Zone 1 - BOISE**

Boise, Caldwell, Emmett, Glens Ferry, Idaho City, Kuna, Melba, Meridian, Middleton, Mountain Home, Nampa, New Plymouth, Payette, Star and Weiser;

Boise River; Prairie and Tipanuk (Rural Telephone Company); Bruneau, Grand View and Grasmere-Riddle (Century Telephone Company); Garden Valley, Horseshoe Bend and Sweet (Citizens Telephone Company);

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.1 General (Continued)**

**3.1.1 Service Areas and Zones (Continued)**

**A. Zone 1 - BOISE (Continued)**

Fruitland and NuAcres (Farmers Mutual Telephone Company); Lowman (Cambridge Telephone Company)

**B. Zone 2 - IDAHO FALLS**

Idaho Falls, American Falls, Bancroft, Blackfoot, Downey, Grace, Lava Hot Springs, McCammon, Montpelier, Pocatello, Preston, Rexburg, Rigby, Ririe, Roberts, Shelley and Soda Springs;

Arco, Holbrook, Howe, Mackay, Malad and Moore (Albion Telephone Company); Ashton, Island Park and St. Anthony (Fremont Telecom); Paris (Lakeside Communications, Inc.); Arbon and Rockland (Rockland Telephone Company); Irwin and Wayan (Silver Star Telephone Company); Driggs (including Tetonia and Victor-Teton Communications)

**C. Zone 3 - MERIDIAN**

Meridian, Boise, Caldwell, Emmett, Glens Ferry, Idaho City, Kuna, Melba, Middleton, Mountain Home, Nampa, New Plymouth, Payette, Star and Weiser;

Boise River; Prairie and Tipanuk (Rural Telephone Company); Bruneau, Grand View and Grasmere-Riddle (Century Telephone Company); Garden Valley, Horseshoe Bend and Sweet (Citizens Telephone Company); Fruitland and NuAcres (Farmers Mutual Telephone Company)

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.1 General (Continued)**

**3.1.1 Service Areas and Zones (Continued)**

**D. Zone 4 - NAMPA**

Nampa, Boise, Caldwell, Emmett, Glenns Ferry, Idaho City, Kuna, Melba, Meridian, Middleton, Mountain Home, New Plymouth, Payette, Star and Weiser;

Boise River; Prairie and Tipanuk (Rural Telephone Company); Bruneau, Grand View and Grasmere-Riddle (Century Telephone Company); Garden Valley, Horseshoe Bend, Homedale, Parma, Sweet and Wilder (Citizens Telephone Company); Fruitland and NuAcre (Farmers Mutual Telephone Company)

**E. Zone 5 - POCATELLO**

Pocatello, American Falls, Bancroft, Blackfoot, Downey, Grace, Idaho Falls, Lava Hot Springs, McCammon, Montpelier, Preston, Rexburg, Rigby, Ririe, Roberts, Shelley and Soda Springs;

Arco, Holbrook, Howe, Mackay, Malad and Moore (Albion Telephone Company); Ashton, Island Park and St. Anthony (Fremont Telecom); Paris (Lakeside Communications, Inc.); Arbon and Rockland (Rockland Telephone Company); Irwin and Wayan (Silver Star Telephone Company); Driggs (including Tetonia and Victor-Teton Communications)

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
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**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.1 General (Continued)**

**3.1.1 Service Areas and Zones (Continued)**

**F. Zone 6 - TWIN FALLS**

Twin Falls, Bliss, Buhl, Castleford, Dietrich, Eden-Hazelton, Gooding, Hagerman, Jerome, Kimberly, Murtaugh, Shoshone and Wendell;

Richfield (Century Telephone Company); Filer and Hollister (Filer Mutual Telephone Company)

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.2 Basic Residential Local Service**

Basic Residential Local Service allows residential Customers to place local calls according to the rates as set forth herein. The standard features of Basic Residential Local Service include an assigned telephone number, dial tone, Dual Tone Multi-Frequency (DTMF – i.e., Touch Tone) and rotary signaling, access to long distance services and unlimited local calling within the standard local calling area.

Customers of Basic Residential Local Service have the ability to utilize 911/E911 emergency services, 711, 611 and 411 services where available, operator services and long distance services. In addition, the Customer will have a listing in the applicable 911/E911 database, white pages telephone directory and the Directory Assistance database. Information obtained from the Customer is required but may have a designation for non-publication.

Increments for provision of non-optional Extended Area Service will be added when applicable.

Rates and charges associated with Basic Residential Local Service are set forth in Section 4.2 following.

**3.2.1 Additional Line Service**

Additional Line Service provides the same features and benefits of Basic Residential Local Service as described in Section 3.2, including unlimited local calling and the ability to utilize 911 emergency services. Additional Line Service is only available to Customers who also subscribe to CTA's Basic Residential Local Service or an associated bundled service package as described herein, and Additional Line Service must be installed at the same service address as the Customer's primary line.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.2 Basic Residential Local Service (Continued)**

**3.2.1 Additional Line Service (Continued)**

Any additional benefits of the Customer's selected local service package, such as included long distance minutes or Call Management features, do not apply to Additional Line Service. Optional Call Management features as described in Section 3.3 are available to subscribers of Additional Line Service and will be billed at the rates defined therein in addition to all charges associated with the Customer's Additional Line Service.

**3.3 Call Management Features**

CTA offers optional Call Management Features as described herein to allow Customers to efficiently manage the call flow generated over their telephone line(s). These services are subject to availability of facilities and compatibility with Customer type of access line and premises equipment. Optional services are only available to Customers of CTA's basic local service and are not available on Centrex and PBX trunks. When multiple services are activated on the same line, certain services may take precedence over others.

Rates and charges associated with the Call Management Features described herein are set forth in Section 4.3 following.

**3.3.1 Auto Redial**

Auto Redial enables the Customer to redial automatically the last outgoing telephone number. If that telephone number is busy, the service will make call attempts to the telephone number for a maximum of thirty (30) minutes beginning with the Customer's activation of Auto Redial, in an effort to establish the call. The Customer will be signaled with a distinctive ring when the call can be completed. Customers access Auto Redial by dialing \*66 and can cancel an Auto Redial activation by dialing \*86.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.3.2 Call Forwarding**

Call Forwarding enables the Customer to transfer all incoming calls to another telephone number. The Customer is responsible for the payment of charges (i.e., toll charges) for each call between the Customer's call forwarding equipped telephone and the telephone to which the call is being forwarded. The transmission may not meet normal standards depending upon the distance and routing necessary. Customers who are subscribed to Call Forwarding activate the service by dialing #72 and can deactivate the service by dialing #73.

Call Forwarding may also include the Call Forwarding - Busy Line and Call Forwarding - No Answer features described in Sections 3.3.3 and 3.3.4. However, only one Call Forwarding feature is allowed for each telephone line.

**3.3.3 Call Forwarding - Busy Line**

Call Forwarding - Busy Line allows incoming calls that encounter a busy condition to be forwarded to a pre-designated telephone number. The Call Forwarding - Busy Line Customer is responsible for the payment of charges (i.e., toll charges) for each call between his/her call forwarding equipped telephone line and the line to which the call is being forwarded. The transmission may not meet normal standards depending upon the distance and routing necessary.

**3.3.4 Call Forwarding - No Answer**

Call Forwarding - No Answer allows incoming calls which are not answered after a pre-determined number of rings to be automatically forwarded to a pre-designated telephone number. The Call Forwarding - No Answer Customer is responsible for the payment of charges (i.e., toll charges) for each call between his/her call forwarding equipped telephone line and the line to which the call is being forwarded. The transmission may not meet normal standards depending upon the distance and routing necessary.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.3 Call Management Features (Continued)**

**3.3.5 Call Forwarding - Busy Line/No Answer**

Call Forwarding - Busy Line/No Answer provides the features of Call Forwarding- Busy Line as described in Section 3.3.3 as well as the features of Call Forwarding - No Answer as described in Section 3.3.4. The Customer is responsible for the payment of charges (i.e., toll charges) for each call between his/her call forwarding equipped telephone line and the line to which the call is being forwarded. The transmission may not meet normal standards depending upon the distance and routing necessary.

**3.3.6 Selective Call Forwarding**

Selective Call Forwarding provides the Customer with the ability to forward incoming calls from up to fifteen (15) pre-selected telephone numbers to another telephone number. The Customer can construct or modify a telephone number screening list. VTI equipment will screen incoming calls against the Customer's list and forward only those from telephone numbers on the list. The Selective Call Forwarding Customer is responsible for the payment of charges (i.e., toll charges) for each call between the Selective Call Forwarding equipped telephone line and the line to which the call is being forwarded. Calls from numbers not on the list will receive standard call completion. The Customer must also subscribe to one of the Call Forwarding features described herein.

Subscribers to Selective Call Forwarding activate the service and construct or modify the screening list by dialing \*63 and following the prompts. This service may be temporarily deactivated by dialing \*83.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.3 Call Management Features (Continued)**

**3.3.7 Selective Call Rejection**

Selective Call Rejection enables the Customer to block calls from up to fifteen (15) pre-selected telephone numbers. To block specified telephone numbers, the Customer builds a screening list via code activation. Customers may access their screening list to add telephone numbers by dialing \*60. Customers may deactivate Selective Call Rejection by dialing \*80. To block an unknown telephone number after receiving the call, the Customer enters a blocking code to add the number to the Customer's screening list. In the event that facilities are unavailable to provide incoming call screening from the Customer's list, standard call completion will occur. Customers whose telephone numbers are blocked are directed to a prerecorded announcement regarding the block.

**3.3.8 Call Waiting**

Call Waiting alerts Customers via a tone signal while a call is in progress to indicate a second call is waiting and, by operation of the switchhook, allows the Customer to place the first call on hold and answer the waiting call. Call Waiting subscribers may deactivate Call Waiting for the duration of one call by dialing \*70 prior to the direct-dialed digits. Call Waiting is automatically reactivated for the next originating or terminating call.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.3 Call Management Features (Continued)**

**3.3.9 Caller ID - Number Only**

Caller ID - Number Only allows the Customer to identify the calling party prior to the telephone being answered. Caller ID - Number Only displays the telephone number of the calling party on the Customer's CPE before the call is answered at the Customer's premises. Caller ID - Number Only requires a period of time equivalent to two ringing tones in order to produce the name and telephone number display on the CPE. Caller ID - Number Only displays non-published telephone numbers, unless the Customer who has a non-published listing activates a call identification block.

Any Customer subscribing to Caller ID - Number Only will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID - Number Only is intended solely for the use of the Caller ID - Number Only subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID - Number Only is not available on operator-handled calls.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.3 Call Management Features (Continued)**

**3.3.10 Caller ID - Name and Number**

Caller ID - Name and Number allows the Customer to identify the calling party prior to the telephone being answered. Caller ID - Name and Number displays the name and telephone number of the calling party on the Customer's CPE before the call is answered at the Customer's premises. Caller ID - Name and Number requires a period of time equivalent to two ringing tones in order to produce the name and telephone number display on the CPE. Caller ID - Name and Number displays non-published telephone numbers, unless the Customer who has a non-published listing activates a call identification block.

Any Customer subscribing to Caller ID - Name and Number will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID - Name and Number is intended solely for the use of the Caller ID - Name and Number subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID - Name and Number is not available on operator-handled calls.

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Director - Regulatory Affairs  
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Carrollton, Texas 75006  
(972) 478-3000**

**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.3 Call Management Features (Continued)**

**3.3.11 Speed Calling**

Speed Calling enables a Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. Speed Calling 8 Number allows for an eight (8) telephone number capacity, wherein the telephone numbers are assigned a one digit code.

Customers may program Speed Calling 8 Number by dialing 74# and waiting for the dial tone. Customers then dial the code (consisting of numbers 2 through 9) to be assigned and the telephone number, including area code if necessary. To dial the number, Customers dial the code number followed by the pound sign (#).

**3.3.12 Three-Way Calling**

Three-Way Calling enables a Customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation. The transmission may not meet normal standards depending on the distance and routing necessary to activate a three-way call.

Customers access Three-Way Calling during a current call by pressing and releasing the receiver button to receive a second dial tone, dialing the third-party telephone number, and pressing and releasing the receiver button to connect the two calls.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.3 Call Management Features (Continued)**

**3.3.13 Anonymous Call Rejection**

Anonymous Call Rejection allows a Customer to reject all calls which have been indicated as anonymous, unavailable or private by the calling party. When Anonymous Call Rejection is active, the called party receives no alerting for a call that has been rejected. The call is routed to a denial announcement and subsequently terminated.

Customers who are subscribed to Anonymous Call Rejection activate the service by dialing \*77 and can deactivate the service by dialing \*87.

**3.3.14 Call Waiting ID**

Call Waiting ID allows the Customer to identify the calling party on a waiting call prior to the telephone being answered. Call Waiting ID displays the telephone number and/or name of the calling party on a Customer's CPE while a call is in progress. Call Waiting ID requires a period of time equivalent to two ringing tones in order to produce the name and telephone number display on the CPE. Call Waiting ID displays non-published telephone numbers, unless the Customer who has a non-published listing activates a call identification block. Call Waiting ID requires subscription to Call Waiting and Caller ID Services as described in Sections 3.3.8 and 3.3.9.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.3 Call Management Features (Continued)**

**3.3.15 Auto Call Return**

Auto Call Return enables the Customer to redial automatically the last incoming call, whether or not it was answered. If that telephone number is busy, automated continuous attempts will occur to call the number for a maximum of thirty (30) minutes beginning with the Customer's activation of Auto Call Return in an attempt to establish the call. The Customer will be signaled with a distinctive ring when the call can be completed. Customers activate Auto Call Return by dialing \*69.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.4 Directory Listings**

Upon the request of a directory listing publication, CTA will provide list of names and telephone numbers of Customers and joint-users for the purpose of informing calling parties of the telephone numbers of Customers and those entitled to use Customer's service. The Company limits the length of any listing by the use of abbreviations when, in the opinion of the directory publishing company, the clearness of the listing or the identification of the Customer or joint-user is not impaired thereby. Listings must conform to the practices of the directory publishing company with respect to its directories.

Comtel will furnish upon request the name and address of the Customer to exchange service when such service is used to provide recorded announcements under the provisions of this tariff. Listings are regularly provided in connection with all classes of exchange service, unless the Customer subscribes to non-published exchange service or non-listed service. The contract period for Directory Listings where the listing actually appears in the directory is the effective period of the directory. Where the listing has not been printed in the directory, the contract period is one month.

One Residential Primary Listing is provided without charge for each separate Customer service or joint-user. The Primary Listing must be the actual name of the Customer to whom the service is rendered or the name of a member of the Customer's family or household.

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Director - Regulatory Affairs  
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Carrollton, Texas 75006  
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**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.4 Directory Listings (Continued)**

A residential Customer may request that part or all of the address information which would otherwise be listed in the directory be deleted by the Company. Such deletion will be continued in successive directories without further request by the Customer until the Customer requests publication of part or all of the deleted address information in the directory.

Rates and charges associated with Directory Listings and the optional features described below are set forth in Section 4.6 following.

**3.4.1 Non-Published Service**

Customers who desire their telephone numbers to be omitted from directory publications may subscribe to Non-Published Service. Incoming calls to a Customer subscribing to Non-Published Service will be completed only when the calling party places the call by telephone number, notwithstanding any claim made by the calling party. When a call is placed from a telephone number associated with a Non-Published listing, the number may be disclosed if the called party has equipment to display Caller ID. Customers may prevent the display of their telephone number by subscribing to and activating Call Block.

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Director - Regulatory Affairs  
2440 Marsh Lane  
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**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.4 Directory Listings (Continued)**

**3.4.2 Non-Listed Service**

At the Customer's request, any one or all of the Customer's primary listings, additional listings or other listings associated with the same or different residence telephone service line normally published in the directory will be omitted from the directory but will be listed in the directory assistance records available to the general public. The Customer indemnifies and holds the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of the listing, which the Customer has requested be omitted from the directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Non-Listed Service.

When a call is placed from a non-listed telephone number, the number may be disclosed if the called party has equipment to display Caller ID.

**3.4.3 Residential Additional Listings**

Residential Additional Listings may be the names of members of the Customer's family or of other persons residing in the Customer's household. A Dual Name Additional Listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two names. This listing is composed of a surname, two first names, address and telephone number.

Residential Additional Listings may be nicknames, abbreviated names, names which are commonly spelled in more than one way, and rearrangements of names when, in the opinion of the directory publishing company, they are necessary for the proper identification of the Customer.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
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**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.5 Operator Assistance Services**

CTA furnishes local assistance through an operator whereby Customers may request the services described herein. The rates set forth in Section 4.5 apply to local operator assistance requests originating for all classes and grades of services.

**3.5.1 Busy Line Verification**

Busy Line Verification allows an operator to determine the condition of an access line that a Customer requests to be checked. This service is provided where facilities exist through a CTA provided operator. Busy Line Verification requests will not be processed on a collect (reversal of charge) or person-to-person basis.

**3.5.2 Busy Line Interrupt**

Busy Line Interrupt allows an operator to interrupt a conversation in progress to ascertain willingness to establish a conversation with an alternate party. This service is provided where facilities exist through a CTA provided operator. Busy Line Interrupt requests will not be processed on a collect (reversal of charge) or person-to-person basis, except in the case of an emergency situation, when the caller may bill collect if necessary.

The charge for Busy Line Interrupt applies whenever the operator interrupts the conversation even if the interrupted parties refuse to terminate the conversation in progress.

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
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**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.5 Operator Assistance Services (Continued)**

**3.5.3 Call Trace**

Call Trace allows the Customer to initiate an automatic trace of the last call received by dialing a code (\*57). The following information is automatically recorded:

- (a) The originating telephone number;
- (b) The date and time of the call; and
- (c) The date and time call trace was activated.

When Call Trace successfully identifies a calling number, a recording instructs the Customer to call a toll free number, which will activate a Voice Response Script and assist the Customer in establishing an open file. Should the Customer decide to prosecute the call originating party, the Customer should Contact CTA for further instructions. Activation of Call Trace never authorizes CTA to provide the called party with the name or telephone number of the calling party.

**3.5.4 Local Operator Services**

Customers may obtain the assistance of a local operator to complete the following local exchange telephone calls:

- 1) Person to Person - Calls completed with the assistance of a Company operator to a particular person or station specified by the calling party. Charges may be billed to the called party, a non-proprietary calling card, a calling station or a third-party station.
- 2) Station to Station - Calls other than person-to-person calls completed with or without the assistance of a Company operator. Charges may be billed to a non-proprietary calling card.

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Director - Regulatory Affairs  
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**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.5 Operator Assistance Services (Continued)**

**3.5.4 Local Operator Services (Continued)**

- 3) Third-Party Billing - Calls which are billed to a telephone number other than the originating or terminating telephone number.
- 4) Collect Call - Calls of which the charges for a message may be reversed and billed to the terminating telephone number provided the charge is accepted at the called service point.

Rates associated with Local Operator Services are set forth in Section 4.5.

**3.6 Service Order Charges**

Customers are billed applicable Service Order Charges when CTA receives, records and processes information in connection with a Customer request to add or change existing services. Service Order Charges apply to Customers who order new service or features, discontinue services or features, request telephone number changes, or transfer service from one premises to another. Service Order Charges also apply to service requests, including but not limited to, reconnection of existing service, temporary suspension of service, name changes on an account, or when service is required at the Customer's premises.

The applicable Service Order Charges for the items described above are set forth in Section 4.4 following.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.7 Directory Assistance**

CTA furnishes Directory Assistance Service whereby Customer may request assistance in determining directory listing information. The rates set forth herein apply to calls from Customers who request assistance in determining directory listing information for telephone users who are located in the same local calling area, intraLATA calling area or interLATA calling area.

No credit will be given for any unused portion of the Customer's allowance, and call allowances are not transferrable between separate accounts of the same Customer. No credit will be given for requests in which the telephone number is non-published or unlisted, or for telephone numbers which are not found in the directory.

Customers are allowed up to two (2) Directory Assistance listing requests per direct-dialed Directory Assistance call. Where a Customer makes more than two requests on a call, each subsequent request in excess of the Customer's allowance is billed an additional fee. A maximum of ten Directory Assistance requests is allowed per direct-dialed Directory Assistance call.

Additional charges may apply to Customers who place Directory Assistance calls via an operator or have Directory Assistance charges billed to a telephone calling card or a telephone number other than the originating telephone number. A maximum of two requests per call applies to Directory Assistance calls placed via an operator or billed to a telephone calling card or a telephone number other than the originating telephone number. Where dialing facilities are not available, Directory Assistance calls via an operator are considered as direct-dialed calls.

Rates and charges associated with Directory Assistance are set forth in Section 4.6 following.

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**3.0 SERVICE DESCRIPTIONS (Continued)**

**3.7 Directory Assistance (Continued)**

**3.7.1 Directory Assistance Call Completion**

Directory Assistance Call Completion (DACC) provides Customers with the option of having local calls automatically completed upon request of a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator. DACC is available where facilities permit.

The DACC portion of the call may either be billed in the same manner as the Directory Assistance portion or alternately billed (i.e., third number or collect billing).

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**4.0 RATE SCHEDULES**

**4.1 General**

The rates for the services described in Section 3, including but not limited to, Basic Residential Local Service and Call Management Features are provided herein. The rates and charges set forth herein may include one-time charges, per-call charges or monthly subscription charges.

**4.2 Basic Residential Local Service - Rates and Charges**

Subscribers to Basic Residential Local Service will be billed at the following rate in addition to all charges associated with the Customer's optional services and/or long distance usage:

Monthly Rate - \$29.95

**4.2.1 Additional Line Service – Rates and Charges**

Additional Line Service will be billed at the following rates in addition to all charges associated with the Customer's optional services and/or additional long distance usage, if any. The following per line monthly rates apply to each additional telephone number billed to the same account:

Monthly Rate - \$24.95

**ISSUED: December 13, 2005**

**EFFECTIVE: January 23, 2006**

**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**4.0 RATE SCHEDULES (Continued)**

**4.3 Call Management Features - Rates and Charges**

Subscribers to Call Management Features will be billed at the following rates in addition to all charges associated with the Customer's basic local service plan.

	<u>Monthly Rate</u>	<u>Per Use Rate</u>
Auto Redial	\$3.95	\$0.95
Call Forwarding	\$3.95	N/A
Call Forwarding - Busy Line	\$3.95	N/A
Call Forwarding - No Answer	\$3.95	N/A
Call Forwarding - Busy/No Answer	\$3.95	N/A
Selective Call Forwarding	\$3.95	N/A
Selective Call Rejection	\$3.95	N/A
Call Waiting	\$3.95	N/A
Caller ID - Number Only	\$3.95	N/A
Caller ID - Name & Number	\$6.95	N/A
Speed Calling	\$3.95	N/A
Three-Way Calling	\$3.95	\$0.95
Call Waiting ID	\$3.95	N/A
Auto Call Return	\$3.95	\$0.95

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Director - Regulatory Affairs  
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(972) 478-3000**

**4.0 RATE SCHEDULES (Continued)****4.4 Service Order Charges - Rates and Charges**

Customers will be billed the following charges for services described below. Additional charges may apply for service orders that require overtime labor performed at hours of the day or days of the week other than normal work hours.

	<u>One-Time Charge</u>
Customer requests to add a feature to an account	No Charge
Customer requests to remove a feature from an account	\$5.00
Customer requests a billing name change on his/her account	\$5.00
Customer requests a telephone number change	\$25.00
Customer requests to transfer primary line from one service address to another	\$30.00
Customer requests to transfer an additional telephone line from one service address to another	\$30.00
Restoration of Customer's service following suspension by CTA	\$20.00
Installation of a primary telephone line at new service address	\$30.00

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 2440 Marsh Lane  
 Carrollton, Texas 75006  
 (972) 478-3000**

**4.0 RATE SCHEDULES (Continued)****4.4 Service Order Charges - Rates and Charges (Continued)**

Installation of an additional telephone line at new service address	\$30.00
Block Change Charge	\$5.00
PIC Change Charge	\$5.00

**4.5 Operator Assistance - Rates and Charges**

Local Operator Assistance Service rates are in addition to applicable usage charges or in lieu of local call rates from pay telephones.

	<u>Per Use Charge</u>
Busy Line Verification	\$1.50
Busy Line Interrupt	\$3.00
Call Trace	\$1.00
Person to Person	
Fully Assist	\$9.99
Partially Assist	\$9.48
Station to Station	
Fully Assist	\$5.50
Partially Assist	\$4.99
Third-Party Billing	\$5.50
Collect Call	\$5.50

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**Director - Regulatory Affairs**  
**2440 Marsh Lane**  
**Carrollton, Texas 75006**  
**(972) 478-3000**

**4.0 RATE SCHEDULES (Continued)**

**4.5 Operator Assistance - Rates and Charges (Continued)**

In addition to the Operator Assistance per use charges set forth herein, the following local usage rates apply to calls which are completed with Operator Assistance:

Day - \$0.38 per minute  
(Monday through Friday 8:00 AM - 5:00 PM\*)

Evening/Night/Weekend - \$0.20 per minute  
(All other days and times)

Operator assisted calls are billed in one-minute increments with an initial billing of one minute.

\* To, but not including.

**4.6 Directory Listings and Directory Assistance - Rates and Charges**

Subscribers will be billed at the following rates for Directory Listings in addition to all charges associated with the Customer's basic local service plan:

<u>Directory Listings</u>	<u>Monthly Rate</u>
Primary Listing	No charge
Non-Published Number	\$4.00
Non-Listed Number	\$2.50
Residential Additional Listing	\$1.50
Directory Listing Change Charge	\$5.00
<u>Directory Assistance</u>	<u>Per Use Charge</u>
Directory Assistance	\$1.25
Directory Assistance Call Completion	\$0.35

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Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**4.0 RATE SCHEDULES (Continued)**

**4.7 Alternative Payment Processing Fees**

The following fees apply for Customers who make payment for services rendered using alternative payment processing options. Per use charges apply for individual transactions. Customers may elect to enroll in CTA's Recurring Payment Plan, whereby the Customer's payment is automatically processed by CTA each month through the Customer's selected alternative payment processing option.

	<u>Credit Card Payment</u>	<u>ACH Payment</u>
One-time Payment (per use)	N/C	N/C
Online Payments (per use)	N/C	N/C
Recurring Payments	N/C	N/C

**ISSUED: December 13, 2005**

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**By: Becky Gipson  
Director - Regulatory Affairs  
2440 Marsh Lane  
Carrollton, Texas 75006  
(972) 478-3000**

**EXHIBIT H**  
**COMTEL TELCOM ASSETS LP**  
**STATEMENT OF REVIEW AND COMPLIANCE**  
**WITH COMMISSION RULES**

RECEIVED  
FILED  
2005 DEC 14 AM 9:16  
BOARD PUBLIC  
UTILITIES COMMISSION

**VERIFICATION OF COMTEL TELCOM ASSETS LP**

On behalf of Comtel Telcom Assets LP, I verify that to the best of my knowledge that the Applicant has reviewed Commission rules regarding the provision of telecommunications services within the state of Idaho and agrees to comply with these rules. Further, I have been given authority to execute this verification on behalf of Comtel Telcom Assets LP.

I declare under penalty of perjury that the foregoing is true and correct.

**COMTEL TELCOM ASSETS LP**

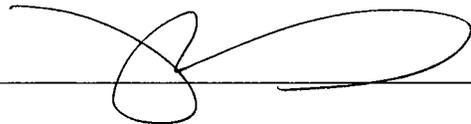
By: 

Lee Ann Wilson  
Assistant Secretary  
Comtel Telcom Assets LP  
c/o Sowood Capital Management LP  
500 Boylston Street, 17<sup>th</sup> Floor  
Boston, Massachusetts 02116  
Telephone: (617) 603-3504  
Facsimile: (617) 603-3330  
e-mail: [leeann.wilson@sowood.com](mailto:leeann.wilson@sowood.com)

12/12/05

Date

SWORN TO AND SUBSCRIBED before me on this 12<sup>th</sup> day of December, 2005



Notary Public In and For the  
Commonwealth of Massachusetts

My commission expires:



**JEMIMAH JANE CHILDS**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
September 21, 2012

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**Notice of VarTec Telecom, Inc., Excel Telecommunications, Inc.,  
VarTec Solutions, Inc. and Comtel Telcom Assets LP of Transfer of Assets**

PUBLIC

Comtel Telcom Assets LP (“Comtel”) and VarTec Telecom, Inc. (“VarTec”), Excel Telecommunications, Inc., (“Excel”) and VarTec Solutions, Inc. (“VarTec Solutions”) (together, the “VarTec Companies”) hereby notify the Idaho Public Utilities Commission (“Commission”) of the acquisition by Comtel of certain assets of the VarTec Companies. In support of this transaction and Joint Notice, the following is stated:

**I. The Parties**

**A. Comtel**

Comtel is a limited partnership organized under the laws of the State of Texas. A copy of the Certificate of Filing issued to Comtel by the Office of the Secretary of State in Texas is attached hereto as Exhibit A. The corporate contact information for Comtel is as follows:

c/o Paul Winters  
500 Boylston Street, 17<sup>th</sup> Floor  
Boston, Massachusetts 02116  
Telephone: (617) 603-3508  
Facsimile: (617) 603-3509

Questions concerning Comtel or this filing may be addressed to the following representative:

Jeffrey A. Marks  
Jessica W. Hafer  
Latham & Watkins LLP  
555 Eleventh Street, N.W.  
Suite 1000

Washington, D.C. 20004-1304  
Telephone: (202) 637-2200  
Facsimile: (202) 637-2201  
e-mail: [jeffrey.marks@lw.com](mailto:jeffrey.marks@lw.com)  
[jessica.hafer@lw.com](mailto:jessica.hafer@lw.com)

Comtel's registered agent within Idaho is as follows: National Corporate Research, Ltd., 5481 Kendall Street, Boise, Idaho 83706.

A corporate organizational chart for Comtel is attached hereto as Exhibit B, and a list of its officers is attached as Exhibit C. Comtel is a newly formed limited partnership whose principal business will be telecommunications. Its general partner, Comtel Assets Inc. ("Comtel Inc."), is a Texas corporation and owns 1% of the equity of Comtel. Comtel's limited partner, Comtel Assets Corp. ("Comtel Corp."), is a Delaware corporation, which owns 99% of the equity of Comtel.<sup>1</sup> Comtel Inc. and Comtel Corp. are corporate holding companies located at c/o 500 Boylston Street, 17<sup>th</sup> Floor, Boston, Massachusetts 02116.

Comtel Inc. and Comtel Corp. are both 100% owned by Sowood Commodity Partners Fund III LP ("Sowood Fund III"), an investment company organized in Delaware as a limited partnership. Sowood Commodity Partners GP III LP ("Sowood GP III LP") is a Delaware limited partnership, and it is the sole general partner of Sowood Fund III with a 0.2% equity interest and operating control. The principal business of Sowood GP III LP is to serve as a corporate holding company, and it is located at 500 Boylston Street, 17<sup>th</sup> Floor, Boston, Massachusetts 02116.

The remaining equity of Sowood Fund III is held by Harvard Private

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<sup>1</sup> It is anticipated that certain members of Comtel's management team may have the opportunity to obtain non-controlling ownership interests in Comtel, which would reduce the interest held by Comtel Corp. In addition, such members of Comtel's management team may have the opportunity to obtain non-controlling ownership interests in Comtel Inc.

Capital Holdings (“HPCH”), a passive, institutional investor. HPCH’s principal business is serving as an investment company. It is owned and controlled by the President and Fellows of Harvard University, a tax-exempt educational and research institution based in Cambridge, Massachusetts.<sup>2</sup> The address of HPCH is c/o Harvard Management Company, 600 Atlantic Avenue, Boston, Massachusetts 02210.

Four individuals hold limited partnership interests in Sowood GP III LP, and those individuals own 99% of the equity in the limited partnership. The business address for these individuals is as follows: c/o 500 Boylston Street, 17<sup>th</sup> Floor, Boston, Massachusetts 02116.

The general partner of Sowood GP III LP, with a 1% interest and operating control, is Sowood GP III LLC, a Delaware limited liability company. The principal business of Sowood GP III LCC is to serve as a management company. The address of Sowood GP III LLC is as follows: 500 Boylston Street, 17<sup>th</sup> Floor, Boston, Massachusetts 02116.

The sole managing member of Sowood GP III LLC is Jeff Larson. Sowood GP III LLC also has three non-managing members: Stu Porter, Rick Dowd and Megan Kelleher.

## **B. The VarTec Companies**

VarTec and Excel are corporations organized under the laws of the State of Texas. VarTec Solutions, which formerly operated under the corporate names, eMeritus Communications, Inc., Teleglobe Business Solutions, Inc. and Telco

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<sup>2</sup> Harvard University is an educational and research institution with tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code. According to the Harvard University Annual Financial Report for Fiscal Year 2004, income from the University’s endowment is Harvard’s largest source of operating income. Harvard Management Company (“HMC”) is responsible for investing the assets of the endowment to meet the University’s needs. HMC is a subsidiary of Harvard and is governed by a board of directors appointed by President and Fellows of Harvard University. According to the Annual Report, HMC oversees, among other investments, some 170 different private equity funds, managed by 60 different external management teams.

Holdings, Inc. d/b/a Dial & Save, is a Delaware corporation. The principal office of the VarTec Companies is located at the following address:

2440 Marsh Lane  
Carrollton, Texas 75006  
Telephone: (972) 478-3000  
Facsimile: (972) 478-3310

Questions concerning the VarTec Companies or this filing may be addressed to the following representative:

Becky Gipson  
Director, Regulatory Affairs  
VarTec Telecom, Inc.  
2440 Marsh Lane  
Carrollton, Texas 75006  
Telephone: (972) 478-3309  
Facsimile: (972) 478-3310  
e-mail: [bgipson@vartec.net](mailto:bgipson@vartec.net)

The VarTec Companies are privately-held corporations. VarTec Telecom Holding Company ("VarTec Holding"), a wholly-owned subsidiary of VarTec, holds 100% of the stock of Excelcom, Inc. ("Excelcom") and Telco Communications Group, Inc. ("Telco"). Excelcom is the direct and sole shareholder of Excel, and Telco is the direct and sole shareholder of VarTec Solutions. VarTec Holding and Excelcom are Delaware corporations, and Telco is organized in Virginia. Each is a holding company located at 2440 Marsh Lane, Carrollton, Texas 75006.

The Commission has authorized VarTec and Excel to provide competitive local exchange and interexchange services in Idaho. VarTec received its local

exchange service authorization in Case No. GNR-T-01-20, and Excel was granted local exchange service authorization in Case No. EXC-T-02-1. In addition, VarTec Solutions is authorized to provide interexchange telecommunications services in Idaho.

Furthermore, VarTec and Excel are authorized to provide local exchange, interexchange, operator and wireless services within and throughout the United States, and VarTec Solutions is authorized to provide interexchange services within the contiguous United States. VarTec Solutions also holds local exchange authority in a limited number of states, although it has not yet commenced providing local exchange services in any jurisdiction. In addition, the Commission has authorized VarTec to provide interexchange services to Idaho consumers under the trade name, Clear Choice Communications. Both VarTec, including Clear Choice Communications, and Excel primarily provide telecommunications services to residential customers, while VarTec Solutions serves commercial customers.

The VarTec Companies voluntarily filed for Chapter 11 bankruptcy on November 1, 2004 in the Dallas Division of the United States Bankruptcy Court for the Northern District of Texas (the "Court") consolidated under Case No. 04-81694-HDH-11. As part of the bankruptcy process, the VarTec Companies have entered into the below-described asset purchase agreement ("APA") with Comtel Investments LLC ("Comtel Investments"). Comtel Investments, which is wholly owned by the same parties who own and control Comtel, has assigned its rights and obligations under the APA to Comtel as of August 1, 2005. The APA was executed on July 25, 2005 and was approved by the Court on July 27, 2005.<sup>3</sup>

## **II. The Transaction**

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<sup>3</sup> See Case No. 04-81694-HDH-11, Order Granting Motion (A) Approving the Sale Free and Clear of All Liens, Claims, Rights, Interests and Encumbrances to Comtel Investments LLC and (B) Granting Related Relief (Substantially All of the Debtors' Remaining Assets) (entered July 29, 2005), available at [http://docs.bmccorp.net/Vartec/docs/txnb\\_3-04-bk-81694\\_1663.pdf](http://docs.bmccorp.net/Vartec/docs/txnb_3-04-bk-81694_1663.pdf).

As noted above, the VarTec Companies are operating under bankruptcy protection. Through the APA and the Court-approved auction process, Comtel will ultimately acquire substantially all of the assets of the VarTec Companies, including all telecommunications equipment, customer accounts and records, business records and licenses and permits. The APA provides that the ultimate transfer of the acquired telecommunications and associated operating assets is subject to the necessary regulatory approvals. In addition, Comtel may, as necessary, obtain up to approximately \$10 million in debt financing pending consummation of the proposed transaction to fund working capital and similar needs of the VarTec Companies. Upon consummation of the proposed transaction, Comtel currently intends to replace such debt financing with a term (3 to 5 year) debt instrument. Based on Comtel's present understanding of the business, it anticipates that the term debt will be approximately \$50 million. This financing will assist with the day-to-day operations of Comtel as Comtel consummates its acquisition of the former VarTec Companies' operations, newly emerged from bankruptcy.

Once the proposed transaction is completed, the VarTec Companies will no longer hold authorizations to provide telecommunications services as described in Section I (B) above. These authorizations will be held by or assigned collectively to Comtel in order that Comtel can step into the shoes of the VarTec Companies, and the residential and commercial customers previously served by the VarTec Companies will continue to receive services without interruption. According to Comtel's initial plans for the business, the services provided and geographic areas served by Comtel will mirror those currently provided by the VarTec Companies, and any enhancements to the service offerings will be within the existing authority transferred to Comtel from the VarTec Companies. In order to minimize confusion and concern for customers, Comtel aims to make this transition seamless by operating under trade names and limiting all direct impacts to existing customers (e.g., no service changes are contemplated as part of this Application).

The interconnection and other network agreements currently allowing the VarTec

Companies to provide local exchange and/or interexchange services will be transferred to Comtel, as necessary, to continue the efforts to make a smooth transition for customers. Comtel also initially plans to maintain the VarTec Companies' existing tariffs on file with the Commission. Once the transaction is prepared for closing and the Commission has granted its approval, Comtel will simply modify the corporate name on the tariffs. This further supports Comtel's desire to transition the VarTec Companies' assets without interruption or burden on the existing customer base.

### **III. Request for Approval to Transfer Assets; Qualifications of Comtel**

Comtel seeks to notify the Commission of the transfer of assets as described in Section II above, and simultaneously apply for specific authority to operate as a provider of competitive local exchange and interexchange services within Idaho as requested in a concurrent application filed by Comtel for a Certificate of Public Convenience and Necessity to provide local exchange services.

In addition, Comtel requests the authority to provide telecommunications services under the trade names VarTec Telecom, Clear Choice Communications, Excel Telecommunications and VarTec Solutions, in addition to the Comtel name. This will maximize Comtel's available options under which it may begin its operations in the state. Attached hereto as Exhibit D please find a copy of Comtel's authorization to conduct business in Idaho as issued by the Secretary of State.

Following the consummation of the asset transfer, Comtel will be led by a combination of its own management members and certain members of the existing management team of the VarTec Companies, who are currently expected to continue in management roles for Comtel after consummation of the transaction. Descriptions of the backgrounds of the key management members, which demonstrate extensive experience and expertise, are attached hereto and incorporated herein by reference as Exhibit E. In the event that these Company representatives change, Comtel will pursue other highly

experienced executives to assume their roles to ensure that its management team is balanced and technically qualified.

Due to the nationwide nature of the VarTec Companies' current operations, Comtel is engaged in state regulatory processes across the country in connection with the proposed transaction. The Federal Communications Commission has issued its approval for this transaction, and as demonstrated in the concurrent application for a certificate of convenience and public necessity, Comtel has the requisite financial ability to acquire the VarTec Companies' assets and to become a strong competitor in the Idaho telecommunications marketplace.

#### **IV. Public Interest Considerations**

This transaction will serve the public interest, convenience and necessity by enabling the seamless continuation of telecommunications services to the VarTec Companies' existing Idaho customers. By allowing Comtel to assume control of the VarTec Companies' assets and to obtain the necessary authorizations to provide telecommunications services in Idaho, existing customers will have access to the services they enjoy today as well as the potential for expanded service offerings going forward. Due to financial restrictions, the VarTec Companies have performed extremely limited marketing, product research and other customer retention and acquisition efforts during 2004 and 2005. Such restrictions have minimized the competitive offerings introduced to the public and limited the VarTec Companies ability to invest in additional consumer service offerings. Consummation of the transaction will greatly increase the financial viability of the VarTec Companies' products and services.

Moreover, the proposed transaction can be expected to serve the public interest by stimulating increased competition in the telecommunications market. As a new entrant into these markets, Comtel intends to compete efficiently and effectively using the well-established resources obtained through the APA. More effective competition has the net economic impact of lower consumer prices, combined with the introduction and

availability of more consumer products and services.

#### **V. Request for Waiver of Slamming Rules**

In further support of serving the public interest in association with this transaction, Comtel and the VarTec Companies intend to provide any required customer notice of the transfer of assets to Comtel within the appropriate notice period. Such notice would take into account all relevant state and federal notification and consent requirements applicable to this transaction.

Additionally, out of an abundance of caution and to the extent necessary, Comtel and the VarTec Companies hereby request a waiver from any applicable anti-slamming regulations that may nevertheless be considered to have been violated by this transfer of assets being made without the specific authorization and verification of each affected customer. It would be impractical and burdensome to obtain the specific authorization of each customer to effect the proposed transaction. Such a process would significantly hinder the smooth transition of services. Because affected customers would not experience any change in the quality and scope of their services, and because of the extreme efforts to make invoicing procedures, customer service and all other matters involving customers absolutely seamless, the notice correspondence will be sufficient to serve the public interest. The notice correspondence will describe the transaction in terms that are easy to understand and ensures that customers are made aware of all their service options going forward, along with other content as may be required. Accordingly, to the extent that the Commission deems necessary, the public interest would be served by the grant of a waiver of anti-slamming regulations applicable to this transaction. Comtel and the VarTec Companies request such relief from the Commission as may be warranted.

#### **IV. Conclusion**

Comtel and the VarTec Companies submit that the information provided herein demonstrates that the public interest, convenience and necessity would be served by the consummation of the transaction. Please contact the undersigned if you have any questions or require further information regarding the foregoing matters. Respectfully submitted,

Respectfully submitted,

**COMTEL TELCOM ASSETS LP**

By:   
Lee Ann Wilson  
Assistant Secretary  
Comtel Telcom Assets LP  
c/o Sowood Capital Management LP  
500 Boylston Street, 17<sup>th</sup> Floor  
Boston, Massachusetts 02116  
Telephone: (617) 603-3504  
Facsimile: (617) 603-3330  
e-mail: [leeann.wilson@sowood.com](mailto:leeann.wilson@sowood.com)

12/13/05  
Date

Respectfully submitted,

**VARTEC TELECOM, INC.,  
EXCEL TELECOMMUNICATIONS, INC.  
AND VARTEC SOLUTIONS, INC.**

By: Melissa Drennan

Melissa A. Drennan, Esq.  
Assistant Secretary  
VarTec Telecom, Inc.,  
Excel Telecommunications, Inc. and  
VarTec Solutions, Inc.  
2440 Marsh Lane  
Carrollton, Texas 75006  
Telephone: (972) 478-3305  
Facsimile: (972) 478-3310  
e-mail: [mdrennan@vartec.net](mailto:mdrennan@vartec.net)

12/13/05  
Date