



Mailing Address:
Electric Lightwave, Inc.
Post Office Box 4678
Vancouver, Washington 98662

Corporate Office:
8100 N.E. Parkway Drive, Suite 150
Vancouver, Washington 98662
(360) 892-1000 Fax: (360) 253-8934
Local from Portland: (503) 284-0000

ORIGINAL
FILE COPY

September 5, 1996

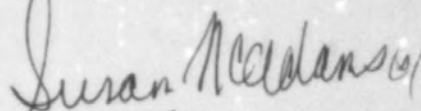
Mr. Steve Tribble
Director of Administration
Florida Public Service Commission
Division of Administration
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850

961080-TI

Dear Mr. Tribble:

Enclosed are the original and six copies of the interexchange telecommunications application of Electric Lightwave, Inc. Any questions regarding this application should be directed to me at 360-896-3236.

Sincerely,


Susan McAdams
Vice President - Government Affairs

Encls.

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- LIN _____
- OPC _____
- RCH _____
- SEC _____
- WAS _____
- OTH _____

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

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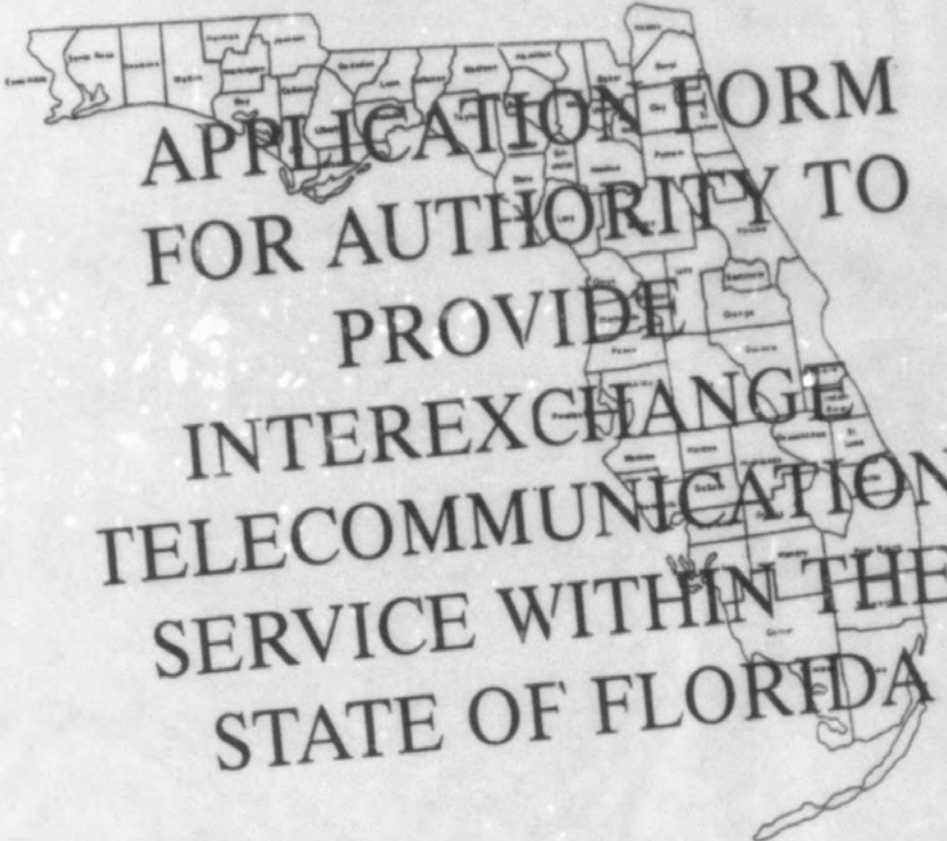
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APPLICATION FORM
FOR AUTHORITY TO
PROVIDE
INTEREXCHANGE
TELECOMMUNICATION
SERVICE WITHIN THE
STATE OF FLORIDA

DOCUMENT NUMBER-DATE

09486 SEP-68

FD-60 RECORDS/REPORTING

**** FLORIDA PUBLIC SERVICE COMMISSION ***

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

APPLICATION FORM

for
AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF FLORIDA

Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:
- E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6600

Florida Public Service Commission
Division of Administration
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6251

1. This is an application for (check one):

- Original Authority (New company).
- Approval of Transfer (To another certificated company).
- Approval of Assignment of existing certificate (To an uncertificated company).
- Approval for transfer of control (To another certificated company).

2. Select what type of business your company will be conducting (check all that apply):

- Facilities based carrier - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.

3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:
Electric Lightwave, Inc
4. Name under which the applicant will do business (fictitious name, etc.):
Same as above.
5. National address (including street name & number, post office box, city, state and zip code).
8100 N.E. Parkway Drive, Suite 150
Vancouver, Washington 98662.
6. Florida address (including street name & number, post office box, city, state and zip code):
Same as above.
7. Structure of organization;
- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input checked="" type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Other, _____ | |

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

(a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.

(b) Indicate if the individual or any of the partners have previously been:

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

9. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: F96000003006

- (b) Name and address of the company's Florida registered agent. Susan McAdams
8100 N.E. Parkway Drive, Suite 150
Vancouver, WA 98662

- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable. N/A

Fictitious name registration number: N/A

- (c) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):

- (a) The application;
(b) Official Point of Contact for the ongoing operations of the company;
(c) Tariff;

(d) Complaints/Inquiries from customers;

Questions 10-13, see attached.

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.
- (b) Has applications pending to be certificated as an interexchange carrier.
- (c) Is certificated to operate as an interexchange carrier.
- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.
- (e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.
- (f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

12. What services will the applicant offer to other certificated telephone companies:

- Facilities. Operators.
- Billing and Collection. Sales.
- Maintenance.
- Other: _____

13. Do you have a marketing program?

- 10) Susan McAdams
Vice President - Government Affairs
Electric Lightwave, Inc.
8100 N.E. Parkway Drive, Suite 150
Vancouver, Washington 98662
360-896-3236

will serve as liaison with the Commission in regard to:

- a) The application;
- b) Official Point of Contact for the ongoing operations of the company;
- c) Tariff.

Electric Lightwave, Inc. has a 24-hour customer complaint/service inquiry number, 1-800-354-2780, for:

- d) Complaints/Inquiries from customers.

For complaints/inquiries from the Florida Public Service Commission the contact person is:

Ellen S. Deutsch
Vice President and Chief Counsel
Electric Lightwave, Inc.
8100 N.E. Parkway Drive, Suite 150
Vancouver, Washington 98662
360-896-3311.

11) **Electric Lightwave, Inc:**

a) **Has operated as an intrastate interexchange carrier in:**

Washington, Oregon, Utah, Arizona, and California.

b) **Has applications pending to be certified as an intrastate interexchange carrier in:**

Electric Lightwave, Inc. is either certificated, has applications pending, or is in the process of applying, for the authority to provide long distance services in all 50 states.

c) **Is certified to operate as an intrastate interexchange carrier in:**

Washington, Oregon, Utah, Arizona and California.

d) **Has been denied authority to operate as an interexchange carrier and the circumstances involved.**

Electric Lightwave, Inc has never been denied authority to operate as an interexchange carrier.

e) **Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.**

Electric Lightwave, Inc. has never had regulatory penalties imposed for violations of telecommunications statutes.

f) **Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.**

Electric Lightwave, Inc. has never been involved in civil court proceedings with any of the above mentioned entities.

12) What services will the applicant offer to other certificated telephone companies:

At this time, Electric Lightwave, Inc does not have plans to offer services to other certificated telephone companies. This application requests the authority to become a reseller of long distance services.

13) Do you have a marketing program?

Electric Lightwave, Inc. (ELI) does have a marketing program. ELI's focus is on customers located in states in which ELI has constructed facilities. In some instances, ELI's customers in those states also have locations in additional states where ELI has no facilities-based operations. ELI will market long distance services to such multi-state customers on a resale basis. ELI's marketing program utilizes a combination of direct sales contacts, direct mail, and telemarketing.

14. Will your marketing program:
- Pay commissions?
 - Offer sales franchises?
 - Offer multi-level sales incentives?
 - Offer other sales incentives?

15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.).

TO: Corporate Sales Representatives

AMOUNT: Percentage of billing

16. Who will receive the bills for your service (Check all that apply)?

- Residential customers.
- Business customers.
- PATS providers.
- PATS station end-users.
- Hotels & motels.
- Hotel & motel guests.
- Universities.
- Univ. dormitory residents.
- Other: (specify) _____

17. Please provide the following (if applicable):

- (a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?
Yes, the name of our company will appear on our billing.

- (b) Name and address of the firm who will bill for your service.
Electric Lightwave, Inc.
8100 N.E. Parkway Drive, Suite 150
Vancouver, Washington 98662

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

See attached.

A. Financial capability.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements, including:

1. the balance sheet
2. income statement
3. statement of retained earnings for the most recent 3 years.

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

B. Managerial capability.

C. Technical capability.

19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See Appendix F.

18 A) FINANCIAL CAPABILITY

Electric Lightwave was established in 1990 to provide telecommunications services in the Western United States. CU Capital Corp. ("CUCC"), a wholly owned subsidiary of Citizens Utilities, owns 100% of Electric Lightwave's preferred and common stock.

Citizens Utilities, incorporated in 1935, is a diversified growth company providing telecommunications, natural gas, electric, water and waste water treatment services to over one million customers in 20 states. Each of the subsidiaries of Citizens Utilities receive investment capital and operations funding from Citizens Utilities.

Citizens Utilities has committed to a) arrange for all capital funding and other financial support necessary for Electric Lightwave to provide adequate service to its customers, b) to fund any losses sustained by Electric Lightwave, and c) to provide appropriate support to the management of Electric Lightwave to assure its financial and customer service obligations are met.

As of December 31, 1995, Citizens Utilities had approximately \$1.5 billion in shareholder equity. Citizens Utilities had \$1,069,032,000 in revenues and \$159,536,000 in net income for its most recent annual reporting period. Citizens Utilities has the resources to fund the operations of each of its subsidiaries through access to national equity and debt markets.

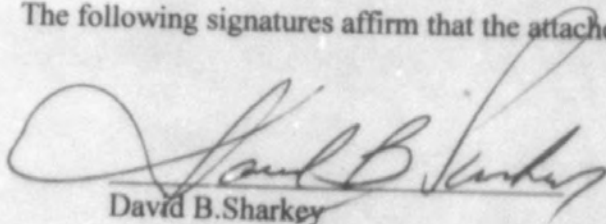
Citizens Utilities' common stock holds Standard & Poor's highest rating, an "A+". In addition, Citizens' long term debt is rated "AA+" by Standard & Poor's and Fitch Investors, and its commercial paper has Standard & Poor's and Fitch Investors' highest ratings.

The effect of these superior ratings is two fold. First, they allow Citizens Utilities and its subsidiaries ready access to debt and equity markets. Second, they provide Citizens Utilities, and its subsidiaries, financial capability to pursue and support their various business operations.

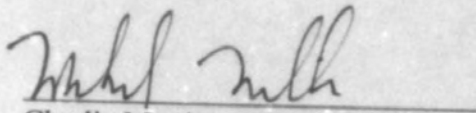
In summary, Electric Lightwave, through the backing of its corporate parent, has the financial capacity to support its business operations in the states where Electric Lightwave owns and operates its own fiber optic networks and to sustain its resale operation in Florida and in other states.

(See attached balance sheet and income statement for the most recent three years)

The following signatures affirm that the attached financial statements are true and correct.



David B. Sharkey
President



~~Charlie Martin~~ Michael Miller
Controller Vice President - Finance

ELECTRIC LIGHTWAVE, INC.
 BALANCE SHEET
 AS OF DECEMBER 31, 1995

ASSETS

CURRENT ASSETS:	(1,774,324.55)	
TOTAL CASH	3,619,469.12	
TOTAL TRADE A/R	44,973.96	
TOTAL OTHER A/R	3,430,132.64	
TOTAL INVENTORY	238,978.78	
TOTAL PREPAID EXPENSES	97,630.64	
TOTAL DEPOSITS		
		\$ 5,656,860.59
TOTAL CURRENT ASSETS		
PROPERTY, PLANT & EQUIPMENT	30,677.08	
TOTAL LAND	70,116,553.30	
TOTAL SYSTEM	8,713,112.82	
TOTAL CABLE	14,111,563.08	
TOTAL ELECTRONICS	885,023.46	
TOTAL TEST EQUIPMENT	144,759.06	
TOTAL TRANSPORTATION EQUIPMENT	2,412,302.90	
TOTAL COMPUTER EQUIPMENT	596,238.38	
TOTAL LEASEHOLD COSTS	188,398.99	
TOTAL OFFICE EQUIPMENT	13,321.66	
TOTAL ACCOUNTING SYSTEM	713,536.31	
TOTAL FURNITURE & FIXTURES	21,897,274.21	
TOTAL CONSTRUCTION - WIP	.00	
TOTAL CONSTRUCTION - AFUDC	.00	
TOTAL JC - CLEARING	152,032.19	
TOTAL CAPITALIZED EMPLOYEES		
	\$ 119,974,793.44	
TOTAL PP&E	(8,509,571.43)	
TOTAL DEPRECIATION & AMORTIZATION		\$ 111,465,222.01
NET PP&E		
OTHER ASSETS:	1,920,418.66	
TOTAL DEFERRED START-UP	1,185,807.15	
TOTAL DEFERRED LEGAL	.00	
TOTAL LD DEFERRED LEGAL	37,221.42	
TOTAL KCO'S	126,314.35	
TOTAL FRANCHISE COSTS	24,943.45	
TOTAL OTHER ASSETS		\$ 3,294,705.03
TOTAL OTHER ASSETS		
		\$ 120,416,787.63
TOTAL ASSETS		

UNAUDITED AND CONFIDENTIAL
 FOR MANAGEMENT REVIEW

ELECTRIC LIGHTWAVE, INC.
BALANCE SHEET
AS OF DECEMBER 31, 1995

LIABILITIES & STOCKHOLDERS EQUITY

CURRENT LIABILITIES:

TOTAL ACCOUNTS PAYABLE	13,225,087.70
TOTAL RETAINAGE	13,883.53
TOTAL TAXES PAYABLE	1,450,345.93
INTERCOMPANY PAYABLE	111,316,347.35
TOTAL CURRENT PORTION - NOTES	.00
TOTAL OTHER CURRENT LIABILITY	393,360.32

TOTAL CURRENT LIABILITIES \$ 126,399,024.83

LONG-TERM LIABILITIES:

TOTAL AT&T LONG-TERM DEBT	.00
TOTAL AT&T LONG-TERM EQUIPMENT	.00
TOTAL DEFERRED TAXES	6,278,846.00

TOTAL LONG-TERM LIABILITIES \$ 6,278,846.00

STOCKHOLDERS' EQUITY:

TOTAL PREFERRED STOCK	17,500.00
TOTAL ADDITIONAL PAID-IN-CAPIT	.00
TOTAL COMMON STOCK	1,250.10
TOTAL ADDITIONAL PAID-IN-CAPIT	17,482,599.90
TOTAL RETAINED EARNINGS	(13,322,449.41)
TOP OF INCOME STATEMENT	(16,439,983.79)

TOTAL STOCKHOLDERS' EQUITY \$ (12,261,083.20)

TOTAL LIABILITIES AND EQUITY \$ 120,416,787.63

UNAUDITED AND CONFIDENTIAL
FOR MANAGEMENT REVIEW

ELECTRIC LIGHTWAVE INC.
 BALANCE SHEET
 AS OF DECEMBER 31, 1994

ASSETS

CURRENT ASSETS:			
Cash		(1,336,087.00)	
Trade Accounts Receivable		1,059,107.40	
Other Accounts Receivable		420,592.24	
Inventory		4,305,658.95	
Prepaid Expenses		62,938.72	
Deposits		165,079.08	
		-----	\$ 4,677,289.39
TOTAL CURRENT ASSETS			
PROPERTY, PLANT & EQUIPMENT:			
System		30,245,834.28	
Cable		3,228,531.91	
Electronics		20,147,983.05	
Other Assets		4,440,014.34	
Construction W/P		48,111,597.26	

Total Property, plant and Equ	\$	106,173,960.84	
Accumulated Depreciation		(4,135,516.95)	
		-----	\$ 102,038,443.89
NET PROPERTY, PLANT & EQUIPMENT			
OTHER ASSETS:			
Deferred Start-Up Costs		3,687,189.10	
Deferred Legal		302,454.75	
Keep Cost Orders		54,770.86	
Lease Acquisition Costs		115,807.50	
Organizational Costs		4,000.00	
Loan Origination Fee		35,000.14	
Franchise Costs		106,669.61	
		-----	\$ 4,305,891.96
TOTAL OTHER ASSETS			
TOTAL ASSETS			\$ 111,021,625.24
			=====

Unaudited and Confidential
 For Management Review

ELECTRIC LIGHTWAVE INC.
BALANCE SHEET
AS OF DECEMBER 31, 1994

LIABILITIES & STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:		
Trade Accounts Payable	1,433,609.27	
Intercompany Payables	90,884,505.33	
Construction Payables	3,832,955.45	
Customer Deposits Held	1,500.00	
Retainage	670,289.49	
Other Payables	3,454,843.03	

TOTAL CURRENT LIABILITIES		\$ 100,277,702.57
LONG-TERM LIABILITIES:		
AT&T Term Loan Balances	4,882,783.47	
AT&T MELA Balances	4,227,927.71	
Contra to Current Portion L-T	(2,545,689.10)	
Vehicle Contracts	0.00	

TOTAL LONG-TERM LIABILITIES		\$ 6,565,022.08
STOCKHOLDERS' EQUITY:		
Cumulative 7% Preferred Stock	17,500.00	
Additional Paid-In Capital	17,482,500.00	
Common Stock	1,250.10	
Additional Paid-In Capital	99.90	
Retained Earnings	(9,989,237.91)	
Operations Year-To-Date	(3,333,211.50)	

TOTAL STOCKHOLDERS' EQUITY		\$ 4,178,900.59

TOTAL LIABILITIES & EQUITY		\$ 111,021,625.24
		=====

Unaudited and Confidential
For Management Review

ELECTRIC LIGHTWAVE INC.
BALANCE SHEET
AS OF DECEMBER 31, 1993

ASSETS

CURRENT ASSETS:

Cash - General Account	(275,163.88)
Petty Cash	596.36
Cash - Savings Account	10,360.02
Bonds & CD's	44,032.49
Accounts Receivable	406,542.35
Accounts Receivable- Employee	2,986.95
Accounts Receivable-CUCC	1,639.75
Accounts Receivable - Other	217,739.91
Intercompany Account - LSI	9,563.40
Inventory	5,382,499.68
Deposits	94,707.43
Prepaid Expenses	162,184.22
Investment in Subsidiary	0.00

TOTAL CURRENT ASSETS

\$ 6,057,688.68

PROPERTY, PLANT & EQUIPMENT:

Regeneration Site	4,288.53
System	13,979,197.19
Cable	2,074,003.55
Electronic Equipment	8,429,781.18
Test Equipment	312,692.54
Transportation Equipment	40,027.90
Office Equip - Telephones	80,922.76
Office Equipment - Computers	598,308.79
Office Equip - Furn & Fixture	205,439.40
Office Equip - Leasehold Imp.	287,467.16
Construction W/P	13,960,654.73
Accumulated Depreciation	(2,585,439.92)

TOTAL PROPERTY, PLANT & EQUIPMENT

\$ 37,387,343.81

OTHER ASSETS:

Other Assets	10,150.00
Deferred Start-Up Costs	2,630,225.81
Deferred Legal - Oregon	495.00
Keep Cost Orders	14,489.14
Lease Acquisition Costs	118,987.50
Organizational Costs	10,000.00
Loan Origination Fee	45,000.10
Investment In Subsidiary	1,879.78
Franchise Costs	135,796.62

TOTAL OTHER ASSETS

\$ 2,967,023.95

TOTAL ASSETS

\$ 46,412,056.44
=====

Unaudited and Confidential
For Management Review

ELECTRIC LIGHTWAVE INC.
BALANCE SHEET
AS OF DECEMBER 31, 1993

LIABILITIES & STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:	
Current Portion-Notes Payable	2,229,598.60
Trade Accounts Payable	773,702.43
Accounts Payable - Accrued	65,225.00
Uninvoiced Inventory Received	139,755.56
Accts Payable - Constr. W/P	2,660,485.40
Accounts Payable - AT&T	60,281.09
Citizen's Payable - PDX & SEA	10,671,672.27
Citizen's Payable - Other	10,142,079.05
Citizen's Int Pay- PDX & SEA	1,350,659.56
Citizen's Int Pay - OTHER	647,543.54
Payroll Withholdings	2,653.23
Washington L & I Payable	2,197.76
Delaware Franchise Fee Payabl	12,186.00
Federal Excise Tax Payable	3,234.67
Local Taxes All States	60,600.06
Accrued Property Taxes	9,670.92
Accrued AT&T Interest Payable	458,371.48

	\$ 29,289,916.62
TOTAL CURRENT LIABILITIES	
LONG-TERM LIABILITIES:	
AT&T Term Loan Balances	6,316,419.82
AT&T MELA Balances	5,507,449.35
Contra to Current Portion L-T	(2,229,598.60)
Vehicle Contracts	15,757.16

	\$ 9,610,027.73
TOTAL LONG-TERM LIABILITIES	
STOCKHOLDERS' EQUITY:	
Cumulative 7% Preferred Stock	17,500.00
Additional Paid-In Capital	17,482,500.00
Common Stock	1,250.10
Additional Paid-In Capital	99.90
Retained Earnings	(6,208,411.34)
Operations Year-To-Date	(3,780,826.57)

	\$ 7,512,112.09
TOTAL STOCKHOLDERS' EQUITY	

	\$ 46,412,056.44
TOTAL LIABILITIES & EQUITY	
	=====

Unaudited and Confidential
For Management Review

ELECTRIC LIGHTWAVE, INC.
SUMMARY TRIAL BALANCE
THROUGH PERIOD 12
DECEMBER 31, 1995

TOP OF INCOME STATEMENT

DESCRIPTION	PERIOD ACTIVITY	ENDING BALANCE
REVENUES		
TOTAL REVENUES	2,259,046.80	17,569,616.81
COST OF GOODS SOLD		
TOTAL COST OF GOODS SOLD	737,051.24CR	8,111,558.06CR
	-----	-----
GROSS PROFIT	1,521,995.56	9,458,058.75
	-----	-----
EXPENSES:		
OPERATING EXPENSES	2,345,140.57	17,962,896.72
DEPRECIATION	602,450.02	6,390,289.65
PROPERTY TAXES	542,313.71CR	1,743,092.68
	-----	-----
TOTAL OPERATING EXPENSES	2,405,276.88	26,096,279.05
	-----	-----
OPERATING INCOME (LOSS)	883,281.32CR	16,638,220.30CR
	-----	-----
OTHER INCOME (EXPENSES):		
DEFERRED EXPENSES	.00	239,767.52CR
CORPORATE ALLOCATION	.00	.00
INTEREST	45,468.01CR	371,539.01
CAPITALIZED INTEREST (AFUDC)	.00	330,008.00CR
	-----	-----
TOTAL ACCOUNTING TRANSACTIONS	45,468.01CR	198,236.51CR
	-----	-----
NET INCOME (LOSS)	837,813.31CR	16,439,983.79CR
	-----	-----

ELECTRIC LIGHTWAVE INC.
CONSOLIDATED STATEMENT OF OPERATIONS
DECEMBER 31, 1994
to zzzzzz

	Current Month -----	Year To Date -----
Revenue		
Total Revenues	855,440.94	8,152,071.75
Cost of Goods Sold		
Total COGS	578,835.05	4,868,475.97
Gross Profit	\$ 276,605.89	\$ 3,283,595.78
Expenses		
Operating Expenses	1,238,051.61	7,797,609.08
Depreciation	148,792.93	1,848,887.57
Property Taxes	205,392.82	597,783.43
Total Operating Expenses	\$ 1,592,237.36	\$ 10,244,280.08
Operating Income (Loss)	\$ (1,315,631.47)	\$ (6,960,684.30)
Other Income (Expenses)		
AFUDC	(311,086.00)	(2,612,211.00)
Interest Expense	62,227.30	886,144.78
Expenses Deferred Until Operational	(7,352.89)	(1,888,425.78)
Net Business Income (Loss)	\$ (1,059,419.88)	\$ (3,346,192.30)
Extraordinary Costs		
Prior Year Costs Recorded Current Y	(473,905.27)	(12,980.80)
Total Business Income (Loss)	\$ (585,514.61)	\$ (3,333,211.50)

ELECTRIC LIGHTWAVE INC.
CONSOLIDATED STATEMENT OF OPERATIONS
DECEMBER 31, 1993
to zzzzzz

	Current Month -----	Year To Date -----
Revenue		
Total Revenues	455,133.76	3,704,812.92
Cost of Goods Sold		
Total COGS	274,889.39	1,289,291.43
	-----	-----
Gross Profit	\$ 180,244.37	\$ 2,415,521.49
	-----	-----
Expenses		
Operating Expenses	560,813.79	4,305,493.88
Depreciation	164,614.09	1,564,151.44
Property Taxes	27,036.51	186,306.17
	-----	-----
Total Operating Expenses	\$ 752,464.39	\$ 6,055,951.49
	-----	-----
Operating Income (Loss)	\$ (572,220.02)	\$ (3,640,430.00)
Other Income (Expenses)		
Interest Expense	364,701.86	2,903,508.51
Capitalized Corporate Overhead	(201,925.88)	(692,517.27)
Expenses Deferred Until Operational	(300,054.05)	(2,629,595.17)
	-----	-----
Net Business Income (Loss)	\$ (434,941.95)	\$ (3,221,826.07)
	-----	-----
Extraordinary Costs		
Prior Year Costs Recorded Current Y	0.00	559,000.50
	-----	-----
Total Business Income (Loss)	\$ (434,941.95)	\$ (3,780,826.57)
	=====	=====

18 B) TECHNICAL CAPABILITIES

Electric Lightwave currently provides telecommunications services in Arizona, California, Oregon, Nevada, Washington and Utah. Electric Lightwave owns, controls and operates state-of-the-art telecommunications facilities in the foregoing states. These facilities include digital fiber optic metropolitan area networks ("MANs") in Portland, Oregon; Seattle, Washington; Salt Lake City, Utah; Sacramento, California; and Phoenix, Arizona. Electric Lightwave's MANs consist of fiber optic backbone networks deployed as "self-healing" networks and operating under synchronous optical network (SONET) standards. Electric Lightwave has designed its MANs not only to take advantage of the vast capacities and bandwidth of fiber optic cable, but also to provide a high level of fault tolerance through the ability to reroute traffic automatically in the event of an outage at any point on the network ring.

Each of ELI's networks includes fiber cables, electronic/optical laser equipment and regenerators which comprise the basic fiber communications system. Where authorized to provide switched services, ELI owns or plans to install state-of-the-art digital switching equipment. ELI's metropolitan networks also include all necessary multiplexing equipment, a network control center, a fault-tolerant computing system, and testing/diagnostic monitoring and maintenance equipment.

ELI's network architecture is designed to provide both fiber and electronics redundancy, and which provide multiple levels of voice and data transfer capabilities, such as DS-0 (64-kbps), DS-1 (1.544 Mbps), DS-3 (44.73 Mbps), OC-3 (155.5 Mbps), OC-12 (622.0 Mbps), and OC-48 (2.488 Ghz). ELI's network includes, but is not limited to, the following types of equipment:

- Northern Telecom DMS 250 and 500 switches;
- Northern Telecom synchronous optical network (SONET) bandwidth managers;
- Multiplexing equipment;
- AT&T DACs IV 2000 Digital Access Cross Connect System;
- Titan 5500 Digital Access Cross Connect System;
- Cascade 9000 Frame Relay Switch;
- Redundant environmental control systems;
- Channel bank equipment;
- LAN servers, routers;
- Backup power generators;
- Standby battery systems; and
- Extensive test and maintenance equipment.

ELI currently provides intrastate interexchange services in several other states including Washington, Oregon, California and Utah.

18 C) MANAGEMENT CAPABILITIES

Electric Lightwave has, since 1990, owned and successfully operated fiber optic telecommunications networks providing both local and long haul services. Electric Lightwave currently manages a long distance product offering which includes 1+ intraLATA and interLATA service (available to Electric Lightwave's dial tone customers on a 2-PIC equal access basis), 10XXX access and 800 calling card access. Electric Lightwave also serves as a long haul "carrier's carrier," providing LATA-wide switched toll termination service in the Pacific Northwest, facilities-based fiber connectivity between Phoenix, Arizona and Las Vegas, Nevada, and wholesale long distance service. Electric Lightwave successfully manages local and interstate networks to provide a range of additional services including local dial tone, frame relay, LAN connectivity, private line, Internet connectivity and collocation services.

Electric Lightwave has developed a team of professional employees capable of providing the highest quality and level of telecommunications services. Electric Lightwave has technical and administrative personnel with significant technical and managerial experience in the telecommunications industry. Electric Lightwave's senior management team exemplifies this high level of industry experience and capability:

David B. Sharkey - President

David B. Sharkey is the President of Electric Lightwave, Inc. ("ELI"). Mr. Sharkey joined ELI in August of 1994. Prior to joining ELI, Mr. Sharkey was Vice President and General Manager of MobileMedia's Atlantic region. Before that, Mr. Sharkey was National Accounts Manager for American Telephone & Telegraph ("AT&T"), managing the sales and service organization in the company's Baltimore office. Prior to joining AT&T, Mr. Sharkey an Account Executive and Industry Consultant with New Jersey Bell Telephone. Mr. Sharkey holds a Bachelor of Science degree from Rutgers University.

Ernest D. Yates - Vice President, Operations

Ernest D. Yates is ELI's Vice President of Operations. Mr. Yates joined ELI in February of 1995, working initially on installation of a DMS 100/200 switch in the Seattle area. Prior to joining ELI, Mr. Yates worked for Southwestern Bell Corporation holding a variety of positions over thirty years. His last position, before joining ELI, was General Manager of Southwestern Bell Paging with responsibilities for sales and operations in Austin and San Antonio, Texas.

Todd T. Hanson - Vice President, Engineering

Todd T. Hanson is ELI's Vice President of Engineering. Mr. Hanson joined ELI in June of 1995. Previously, Mr. Hanson was Vice President of Network Engineering for MFS Telecom. Prior to that, Mr. Hanson was Senior Director of Packet and Frame Relay SMC and Senior Director of Project Management and Access Engineering for Unitel Communications, Inc. Prior to joining Unitel, Mr. Hanson was Manager of FTS-2000 Client Network Engineering for Sprint Corporation. Mr. Hanson holds a Bachelor of Science degree in electrical engineering from the University of Utah and a Masters of Arts degree in Business Management from Webster University.

James Berthot - Vice President, Marketing

James Berthot is Vice President of Marketing for ELI. Mr. Berthot joined ELI in July of 1995. Previously, Mr. Berthot was Director of Marketing and Public Relations for Century Telephone Enterprises. Prior to that, Mr. Berthot was Sales Director for the Information Line. Mr. Berthot was also Sales Manager for AT&T Communications and Divestiture Transition Manager for Southwestern Bell Telephone Company. Mr. Berthot holds a Bachelor of Science degree from Kansas State University and a Masters degree in Business Administration from the University of Missouri.

John Wolff - Vice President, Sales

John Wolff is ELI's Vice President of Sales. Mr. Wolff joined ELI in September 1994. Previously, Mr. Wolff was Vice President and General Manager of MobileMedia's Southwest region. Prior to that, Mr. Wolff was a manager in the sales and marketing organization of AT&T. Before AT&T, Mr. Wolff was a Sales & Marketing Manager for New Jersey Bell Telephone. Mr. Wolff holds a Bachelor of Science degree from Villanova University.

Susan McAdams - Vice President, Government Affairs

I am Vice President of Government Affairs for ELI. I joined ELI in February of 1992. My experience spans a 20-year career in telecommunications policy at federal, state and local levels. Prior to joining ELI, I was a Senior Policy Analyst at the Washington State Utilities and Transportation Commission. Earlier I held policy positions with the National Telecommunications and Information Administration ("NTIA"), the State of North Carolina, and the National League of Cities, and was a partner in a Los Angeles-based telecommunications consulting firm. I earned a Bachelor of Science degree, awarded magna cum laude, from the University of Washington, and have completed all course work for a Ph.D. in Human Information Processing.

Randall Lis - Vice President, Staff Support

Randall Lis is Vice President of Staff Support for ELI. Mr. Lis joined ELI in February of 1995. Previously, Mr. Lis was General Manager of the Mid-Atlantic region of Nextel Communications. Prior to that, Mr. Lis was Senior Director of Operations for MobileMedia. Mr. Lis holds a Bachelor of Science degree from Wayne State University.

Ellen S. Deutsch - Vice President and General Counsel

Ellen S. Deutsch is Vice President and General Counsel of ELI. Ms. Deutsch joined ELI in 1995. Previously, Ms. Deutsch was Senior Counsel for Citizens Utilities Company. Ms. Deutsch came to Citizens from a partnership at Thelen, Marrin, Johnson & Bridges, a private law firm. Prior to private practice, Ms. Deutsch served as Director of the Office of Policy Analysis and Development at the National Telecommunications and Information Administration ("NTIA"). Earlier, Ms. Deutsch was a legal advisor to a Commissioner at the Federal Communications Commission. Ms. Deutsch has also served as an attorney in the Office of Telecommunications Policy, Executive Office of the President.

20. The applicant will provide the following interexchange carrier services (Check all that apply):

MTS with distance sensitive per minute rates
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

MTS with route specific rates per minute
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

MTS with statewide flat rates per minute (i.e. not distance sensitive)

Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

MTS for pay telephone service providers

Block-of-time calling plan (Reach out Florida, Ring America, etc.).

800 Service (Toll free)

WATS type service (Bulk or volume discount)
 Method of access is via dedicated facilities
 Method of access is via switched facilities

Private Line services (Channel Services)
(For ex. 1.544 mbs., DS-3, etc.)

Note: Only jurisdictionally interstate private line services will be provided.

Travel Service
 Method of access is 950
 Method of access is 800

900 service

Operator Services
 Available to presubscribed customers
 Available to non presubscribed customers (for
example to patrons of hotels, students in
universities, patients in hospitals.
 Available to inmates

Services included are:

Station assistance
 Person to Person assistance
 Directory assistance
 Operator verify and interrupt
 Conference Calling

21. What does the end user dial for each of the interexchange carrier services that were checked in services included (above).

1 plus the number that they are dialing.

22. **Other:**

**** APPLICANT ACKNOWLEDGEMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.
Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".

UTILITY OFFICIAL:


Signature

8/20/96
Date

Susan McAdams

Vice President - Government Affairs
Title

360-896-3236
Telephone No.

**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

Electric Lightwave, Inc is not applying for a certificate transfer.

I, (TYPE NAME) _____,
(TITLE) _____, of (NAME OF COMPANY)
_____, and current
holder of certificate number _____, have reviewed
this application and join in the petitioner's request for a
transfer of the above-mentioned certificate.

UTILITY OFFICIAL:

_____	_____
Signature	Date

_____	_____
Title	Telephone No.

** APPENDIX B **


CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

(X) The applicant will not collect deposits nor will it collect payments for service more than one month in advance.

() The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)

UTILITY OFFICIAL:


Signature

8/20/96
Date

Susan McAdams

Vice President - Government Affairs
Title

360-896-3236
Telephone No.

**** APPENDIX C ****

INTRASTATE NETWORK

Electric Lightwave, Inc does not intend to construct intrastate facilities.

1. **POP:** Addresses where located, and indicate if owned or leased.

1) 2)

3) 4)

2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.

1) 2)

3) 4)

3. **TRANSMISSION FACILITIES:** Pop-to-Pop facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

1) POP-to-POP TYPE OWNERSHIP

2)

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).

Electric Lightwave, Inc. proposes to offer services statewide.

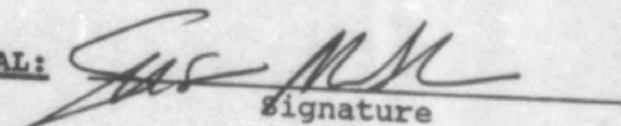
5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).
Until Florida implements intraLATA equal access, 1+, 0+, 0- intraLATA calls will not be routed by the LEC to Electric Lightwave, Inc. Electric Lightwave does not intend to market to call aggregators.

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

a) What services have been provided and when did these services begin?

b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:


signature

8/20/96
Date

Susan McAdams

Vice President - Government Affairs
Title

360-896-3236
Telephone No.

**** APPENDIX D ****

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

**** FLORIDA EAS FOR MAJOR EXCHANGES ****

<u>Extended Service Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:		Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg Orange Park, Ponte Vedra and Julington.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:		Belleview, Citra, Dunnellon,

Forest Lady Lake (B21),
McIntosh, Oklawaha,
Orange Springs, Salt Springs and
Silver Springs Shores.

DAYTONA BEACH:

New Smyrna Beach.

TAMPA:

Central	None
East	Plant City
North	Zephyrhills
South	Palmetto
West	Clearwater

CLEARWATER:

St. Petersburg, Tampa-West and
Tarpon Springs.

ST. PETERSBURG:

Clearwater.

LAKELAND:

Bartow, Mulberry, Plant City,
Polk City and Winter Haven.

ORLANDO:

Apopka, East Orange, Lake Buena
Vista, Oviedo, Windermere,
Winter Garden,
Winter Park, Montverde, Reedy
Creek, and Oviedo-Winter
Springs.

WINTER PARK:

Apopka, East Orange, Lake Buena Vista,
Orlando, Oviedo, Sanford, Windermere,
Winter Garden, Oviedo-Winter Springs
Reedy Creek, Geneva and Montverde.

TITUSVILLE:

Cocoa and Cocoa Beach.

COCOA:

Cocoa Beach, Eau Gallie,
Melbourne and Titusville.

MELBOURNE:

Cocoa, Cocoa Beach, Eau Gallie
and Sebastian.

SARASOTA:

Bradenton, Myakka and Venice.

FT. MYERS:

Cape Coral, Ft. Myers Beach, North Cape
Coral, North Ft. Myers, Pine Island, Lehigh
Acres and Sanibel-Captiva Islands.

NAPLES:

Marco Island and North Naples.

WEST PALM BEACH:

Boynton Beach and Jupiter.

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Required by Commission Rule Nos. 25-24.471 and 25-24.473.

POMPANO BEACH:

Boca Raton, Coral Springs,
Deerfield Beach and Ft.
Lauderdale.

FT. LAUDERDALE:

Coral Springs, Deerfield Beach,
Hollywood and Pompano Beach.

HOLLYWOOD:

Ft. Lauderdale and North Dade.

NORTH DADE:

Hollywood, Miami and Perrine.

MIAMI:

Homestead, North Dade and
Perrine

Electric Lightwave, Inc proposes to offer services statewide.

**** APPENDIX E ****

**** GLOSSARY ****

ACCESS CODE: The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 10XXX and the seven digit code has the form 950-XXXX.

BYPASS: Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

CARRIERS CARRIER: An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

CENTRAL OFFICE: A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

CENTRAL OFFICE CODE: The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service.

COMMISSION: The Florida Public Service Commission.

COMPANY, TELEPHONE COMPANY, UTILITY: These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

DEDICATED FACILITY: The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

END USER: The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

EQUAL ACCESS EXCHANGE AREAS: EAEA means a geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

EXCHANGE: The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

EXCHANGE (SERVICE) AREA: The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

EXTENDED AREA SERVICE: A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

FACILITIES BASED: An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

FOREIGN EXCHANGE SERVICES: A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

FEATURE GROUPS: General categories of unbundled tariffs to stipulate related services.

Feature Group A: Line side connections presently serving specialized common carriers.

Feature Group B: Trunk side connections without equal digit or code dialing.

Feature Group C: Trunk side connections presently serving AT&T-C.

Feature Group D: Equal trunk access with subscription.

INTEREXCHANGE COMPANY: means any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

INTER-OFFICE CALL: A telephone call originating in one central office unit or entity but terminating in another central office unit or entity both of which are in the same designated exchange area.

INTRA-OFFICE CALL: A telephone call originating and terminating within the same central office unit or entity.

INTRASTATE COMMUNICATIONS: The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

INTRA-STATE TOLL MESSAGE: Those toll messages which originate and terminate within the same state.

LOCAL ACCESS AND TRANSPORT AREA: LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL EXCHANGE COMPANY (LEC): Means any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

OPTIONAL CALLING PLAN: An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

900 SERVICE: A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

PIN NUMBER: A group of numbers used by a company to identify their customers.

PAY TELEPHONE SERVICE COMPANY: Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.335(4), F.S.

POINT OF PRESENCE (POP): Bell-coined term which designates the

FORM PSC/CMU 31 (3/96)

Required by Commission Rule Nos. 25-24.471 and 25-24.473.

actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

PRIMARY SERVICE: Individual line service or party line service.

RESELLER: An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

STATION: A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

SUBSCRIBER, CUSTOMER: These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

SUBSCRIBER LINE: The circuit or channel used to connect the subscriber station with the central office equipment.

SWITCHING CENTER: Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

TRUNK: A communication channel between central office units or entities, or private branch exchanges.

ATTACHMENTS:

- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES and EAS ROUTES
- E - GLOSSARY

** APPENDIX F **

TARIFF

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMMUNICATIONS SERVICES
WITHIN
THE STATE OF FLORIDA

Issued: September 5, 1996

Effective:

Susan McAdams
Vice President, Government Affairs
8100 N.E. Parkway Drive, Suite 200
Vancouver, WA 98662-6461

CHECK SHEET

Current sheets in this tariff are as follows:

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	30	Original
2	Original	31	Original
3	Original	32	Original
4	Original	33	Original
5	Original	34	Original
6	Original	35	Original
7	Original	36	Original
8	Original	37	Original
9	Original	38	Original
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		

Issued: September 5, 1996

Effective:

Susan McAdams
Vice President, Government Affairs
8100 N.E. Parkway Drive, Suite 200
Vancouver, WA 98662-6461

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Issued: September 5, 1996

Effective:

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PRELIMINARY STATEMENT

This tariff contains all effective rates, terms and conditions relating to intrastate communications services offered to customers in the State of Florida by Electric Lightwave, Inc.

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

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

- C To signify changed condition or regulation
- D To signify discontinued rate, regulation or condition
- I To signify increase
- M To signify that material has been transferred from another sheet or place in the tariff
- N To signify new rate, regulation, condition or sheet
- R To signify reduction
- T To signify a change in text for clarification

Issued: September 5, 1996

Effective:

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TARIFF FORMAT SHEET

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, an new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the FPSC is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1.
 - 2.1.1.
 - 2.1.1.A
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).1.
 - 2.1.1.A.1.(a).1.(i).
 - 2.1.1.A.1.(a).1.(i).(1).
- D. Check Sheets - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheet contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will not be other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

Issued: September 5, 1996

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1.0 DEFINITIONS

The following definitions are used throughout this tariff.

Central Office: Company facilities where subscribers' lines are joined to switching equipment for connecting other subscribers to each other, locally and long distance.

Company or Electric Lightwave, Inc.: The issuer of this tariff.

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

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence (POP). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Line Restrictions: Allows a line to be restricted from access to various long distance locations.

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

Issued: September 5, 1996

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1.0 DEFINITIONS

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

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

User or End User: A Customer or any other person authorize by a Customer to use service provided under this tariff.

Issued: September 5, 1996

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2.0 REGULATIONS

2.1 Application of Regulations, Terms and Conditions

The following regulations, terms and conditions apply to the intrastate common carrier long distance telecommunications services provided by Electric Lightwave, Inc., hereinafter referred to as the Company.

2.2 Undertaking of the Company

The services of the Company pursuant to this tariff consist of the furnishing of common carrier long distance communications services between and among points within the State of Florida.

2.2.1 General

Intrastate Long Distance Services are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

2.2.2 Selection of Transmission

The Company selects and/or arranges for directly or with its underlying carrier(s) the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this tariff.

Issued: September 5, 1996

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2.0 REGULATIONS**2.3 Use of Service**

The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this tariff even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. The customer may advise such additional users that a portion of the service is provided by the Company, however, the Customer shall not represent that the Company jointly participates with the Customer in the provision of the Customer's service. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.

Company services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of any tariffs, or price lists, of such other communications carriers.

2.3.1 Prohibited Uses

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

2.3.2 Abuse

The abuse of Long Distance Services is prohibited. The following activities constitute abuse:

- (a) Using service to make calls which might reasonably be expected to frighten, torment, or harass another; or
- (b) Using service in such a way that it interferes unreasonably with the use of Company services by others.

Issued: September 5, 1996

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2.0 REGULATIONS

2.3.3 Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of service is prohibited. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the tariffed or price listed charges for the service including by:

- (a) Rearranging, tampering with, or making connections not authorized by this tariff to any network components used to furnished service; or
- (b) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

2.3.4 Fraudulent Use of Authorized Codes

In order to control fraud, the Company may disable or refuse to accept, Authorization Codes which it reasonably suspects or determines to be invalid or experiencing abuse. The Company will notify the Customer when Authorization Codes are disabled.

- (a) Invalidation of verified authorization codes: If the Customer notifies the Company that a Customer-administered verified authorization code is no longer valid, the Customer shall be liable for any calls placed using the verified authorization code, until the Company receives confirmation from its underlying carrier(s) that the verified authorization code has been effectively disabled. Customer notification to the Company may be delivered in writing or given orally when followed by facsimile or electronic mail. Company will notify its underlying carrier(s) or undertake other appropriate security measures within the shortest duration of time after the Customer's written, facsimile, or electronic mail notice is received by the Company.

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2.0 REGULATIONS

2.4 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided on a resale basis, using long distance services and transmission facilities the Company obtains from other carriers.

2.5 Non-routine Installation and Special Construction

2.5.1 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply.

2.5.2 Special Construction

Subject to the agreement of the Company, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;

2.0 REGULATIONS

2.5.2 Special Construction (continued)

- (d) in a quantity greater than that which the Company would normally utilize in the furnishing of its services;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of normal construction.

Special construction will be undertaken at the discretion of ELI consistent with budgetary responsibilities and consideration for the impact on ELI's other customers and contractual responsibilities.

2.6 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service remains with the Company, its agents or contractors. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

2.7 Government Authorization

The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. The Company shall be entitled to take, and shall have no liability for, any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other governing entity or agency.

Issued: September 5, 1996

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2.0 REGULATIONS

2.8 Rights-of-Way

Provision of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain, rights-of-way and access to private property necessary for installation of the facilities used to provide the Company's services to the Customer's service point as agreed to by the Company.

2.9 Term of Service

The minimum term of service under this tariff is one month. For purposes of this tariff, a month is considered to have 30 days.

2.10 Liability of the Company

The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions, interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to extension of allowances as set forth in the section of this tariff on Allowances for Interruptions in Service. The extension of such allowances for interruption shall be the sole remedy of the Customer or other person, and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages including without limitation damages for lost profits regardless of the form of action whether in contract, indemnity warranty, strict liability or tort, including without limitation negligence of any kind whether active or passive to the Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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2.0 REGULATIONS

2.10 Liability of the Company (continued)

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

The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the Customer services, facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.

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

Nothing in this tariff shall limit the Company's liability:

- (a) in tort for its willful or intentional misconduct, or
- (b) for bodily injury or death caused by the Company's negligence.

Issued: September 5, 1996

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2.0 REGULATIONS2.10 Liability of the Company (continued)

The Company is not liable for damages to a premise resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence or willful misconduct. Except that upon termination or expiration of service, and upon request by the termination or expiration of service, and upon request by the Customer, the Company will remove, at its own expense, any property which the Company has installed in provisioning service on the Customer's premises within a reasonable time. The Company will use reasonable care in removing such property and will return the Customer's premises to their original condition, wear and tear excepted.

The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any liability whatsoever, and for any damages caused or claimed to have been caused in any way, directly or indirectly, as a result of any such installation.

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

With respect to the furnishing of Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of:

- (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service; or
- (b) the sum of \$1,000.00.

Issued: September 5, 1996

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2.0 REGULATIONS**2.10 Liability of the Company (continued)**

In the event parties other than Customer, including but not limited to joint users and the Customer's customers, shall have use of the Company's service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Company harmless from and against any and all such claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.11 Indemnification

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

- (a) any loss, destruction or damage to property of the Customer or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invites; and
- (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 without limitation, use of the Company's services and facilities in a manner not contemplated by this tariff or any agreement between the Customer and the Company.

Issued: September 5, 1996

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2.0 REGULATIONS

2.12 Allowances for Interruptions in Service

A credit allowance will be given for interruptions of service, subject to the provisions of this section.

2.12.1 Credit for Service Interruptions

A credit allowance will be made when an interruption of a continuous duration of two (2) or more hours occurs because of a failure of any component furnished by the Company under this tariff. An interruption in service is considered to exist when a circuit, service or facility is unusable.

An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing and repair. It shall be the obligation of the Customer, prior to reporting an interruption, to ascertain that the trouble is not being caused by any action or omission of the Customer or by any defect of failure in wiring or equipment, if any, furnished by the Customer. An interruption period ends when the circuit, service or facility is operative.

If the Customer reports an interruption but declines to release the circuit, service or facility for testing and repair, no interruption period will be deemed to exist.

A credit allowance is applied on a pro rata basis, dependent on the duration of the interruption, against the monthly recurring charges payable by customer under this tariff, and shall be expressly indicated on the next Customer bill. Only those facilities on an interrupted portion of a circuit or service will receive a credit.

For calculating credit allowances, every month is considered to have 30 days. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed (a) any applicable monthly rates, or (b) a reasonable estimate of the minutes of use charge otherwise applicable for the service or a portion thereof interrupted in any one monthly billing period.

Issued: September 5, 1996

Effective:

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2.0 REGULATIONS

2.13 Obligations of the Customer

The obligations of the Customer shall include the following:

- (a) The Customer shall be responsible for any damage to or loss of any facilities or equipment of the Company or the Company's underlying carrier caused by the acts or omissions of the Customer.
- (b) The Customer shall provide at no charge, as specified from time to time by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for any Company facilities and equipment installed on the Customer's premises, or for any facilities and equipment of the Company's underlying carrier which may be installed on the Customer's premises.
- (c) If required by the Company, the Customer shall obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of the facilities of the Company or the Company's underlying carrier from the building entrance or property line to the location of the Company's equipment space on the Customer's premises. The Customer may be required to bear any costs associated with obtaining and maintaining the rights-of-way described herein, including building modification costs. The Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of the facilities and equipment of the Company or the Company's underlying carrier in the Customer's premises or within the rights-of-way for which the customer is responsible. The Customer and the Company may mutually agree to enter into a contract under which the Company will provide some or all such non-regulated services and facilities.

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2.0 REGULATIONS

2.13 Obligations of the Customer (continued)

- (d) The Customer shall grant or obtain permission for the employees or agents of the Company or the Company's underlying carrier to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company or the Company's underlying carrier and/or inspecting the Customer-provided equipment which is connected to the facilities of the Company or the Company's underlying carrier.
- (e) The Customer shall be responsible for the provision, operation and maintenance of any Customer-provided terminal equipment connected to the equipment and facilities of the Company or the Company's underlying carrier, and for ensuring compatibility with the equipment and facilities of the Company or the Company's underlying carrier. The Customer shall be responsible for ensuring that the Customer-provided equipment shall not cause damage to the Company's equipment, facilities and wiring or injury to the Company's employees or to other persons. Upon the Company's request, the Customer will submit to the Company a complete manufacturer's specification sheet for each item of the Customer-provided equipment that is or is proposed to be attached to the facilities of the Company or the Company's underlying carrier. The Company may provide, at the Customer's expense, any additional protective equipment required, in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any Customer-provided equipment.
- (f) The Customer warrants that the services taken pursuant to this tariff are intrastate in nature.
- (g) The Customer shall cooperate with the Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or manmade disasters which affect telecommunications services.

issued: September 5, 1996

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2.0 REGULATIONS

2.14 Payments

Obligations of the Customer with regard to payments shall include:

- (a) Payment for service is due upon presentation of the bill. Service may be denied for nonpayment of a bill. The Customer is responsible for safeguarding the service from use by unauthorized persons, and to pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.
- (b) The Customer shall pay outstanding charges in full within 30 days of the invoice date. Charges not paid by the Customer with 30 days, or paid in funds not immediately available to the Company shall be subject to interest at up to the maximum lawful rate.
- (c) The Customer agrees that the Company may conduct a credit verification at any time, and will supply such financial information as may be reasonably requested by the Company. If, in the sole opinion of the Company, a Customer presents an undue risk of nonpayment at any time the Company may require that the Customer pay its bills within a specified number of days, pay in advance of the furnishing or continuation of any service, and/or make such payments in cash or the equivalent of cash.
- (d) If required by the Company, and permitted under state law and regulation, the Customer shall make an advance payment before services are furnished, which advance payment will be credited to the Customer's initial bill. The Company may require such an advance payment, which may be in addition to a deposit, if the Company considers this action necessary to safeguard its interests.

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2.0 REGULATIONS

2.14 Payments (continued)

(e) If required by the Company, and permitted by state law and regulation, the Customer shall make a deposit before a service is furnished or continued, to be held as a guarantee for the payment of charges. The Company may require such a deposit, which may be in addition to an advance payment, if the Company considers this action necessary to safeguard its interests. A deposit shall not relieve the Customer of the responsibility for prompt payment of bills on presentation. No interest shall be paid on the deposit unless otherwise agreed by the Company or required by law. At any time, at its option, the Company may return the deposit or credit it to the Customer's account. When a service is discontinued the amount of any applicable deposit will be applied to the Customer's account and any credit balance remaining will be refunded.

(f) The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

2.15 Cancellation of Service

If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees, and expenses reasonably incurred in connection with special construction and with the term of service. In addition, the Customer may be liable for termination charges up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order.

2.16 Discontinuance of Service

If the Customer fails to pay timely any amount owing to the Company and such failure continues for ten days after written notice to the Customer, the Company may discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability, and/or pursue any other remedies as may be provided by law.

Issued: September 5, 1996

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2.0 REGULATIONS

2.17 Changes in Equipment and Services

The Company may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby materially alter the technical parameters of the services provided pursuant to the Customer's service order.

The Customer shall not cause or allow any facility or equipment of the Company or the Company's underlying carrier to be rearranged, moved, disconnected, altered or repaired without the Company's prior written consent.

Upon receipt of a written request from the Customer, the Company will add, delete or change locations or features of specific circuits and/or equipment. The Customer shall be liable for nonrecurring charges for such change. If a request for deletion of a service represents a cancellation prior to the applicable term of service, the Customer will be subject to termination charges.

2.18 Assignment

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company.

The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer. Any attempt by the Customer to make any assignment, transfer, or disposition of its rights, privileges or obligations under this tariff without the consent of the Company shall be null and void.

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2.0 REGULATIONS

2.19 License, Agency or Partnership

No license, expressed or implied, is granted by the Company to the Customer by virtue of an agreement for the furnishing of service hereunder. Neither the Customer nor any joint or authorized users shall represent or otherwise indicate to its customers or others that the Company jointly participates in the Customer's or joint user's services. The relationship between the Company and the Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both the Company and the Customer.

2.20 Proprietary Information

Neither the Company nor the Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

2.21 Promotions

The Company reserves the right, from time to time, to provide promotional offerings. These promotions will be approved by the FPSC with specific starting and ending dates.

Issued: September 5, 1996

Effective:

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3.0 DESCRIPTION OF SERVICE

3.1 General Service Description

Long Distance Services are a general offering of voice and data telecommunications capabilities and may be customized to meet specific customer requirements. Service can be designed by the Company based on customer-specific information, e.g., calling patterns and traffic volumes, jointly developed by Company and the Customer. Consistent with the customer-specific information and objectives, the Company retains the right to use either switched or dedicated facilities to provide service. Long Distance Services may be available for multi-year service periods and may be subject to a minimum monthly charge. Rates for service may be stabilized and can be distance-sensitive or postalized, sensitive to time-of-day, or otherwise developed to suit the Customer's needs as may be specified in each service option. Long Distance Services will support customer-specific seven and ten digit dialing plans.

3.2 Description of Rates and Charges

3.2.1 Application of Charges

Long Distance Communications Service includes recurring and nonrecurring charges. Stabilized recurring charges may be offered on a customer-specific basis where service demands or competitive necessity justify such charges. Recurring charges consist of flat-rated monthly and usage-sensitive charges. Service also may include a Minimum Charge. Nonrecurring charges for installation of a service and additions to service, as well as a Termination Charge and Cancellation Charge, are also included.

- (a) Non-Recurring Charges: Non-Recurring Charges are billed in advance.
- (b) Recurring Charges: Recurring Charges are usage-sensitive and are billed in arrears.

3.0 DESCRIPTION OF SERVICE

3.3 Timing of Calls

3.3.1 When Billing Charges Begin And Terminate For Phone Calls

The Customer's long distance charge is based on a per mile of use basis. Usage begins when the called party picks up the receiver, (i.e. When 2 way communication is possible, often referred to as "conversation time"). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling or called party hangs up.

3.3.2 Billing Increments

Unless otherwise specified in this tariff, the minimum call duration for billing purposes is six (6) seconds for a connected call. Calls are billed in six (6) second increments.

3.3.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3.3.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

3.4 Billing of Calls

All charges due by the subscriber are payable to the Company. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

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3.0 DESCRIPTION OF SERVICE

3.5 Payment of Calls

3.5.1 Late Payment Charge

Interest charges of 1.5% per month may be assessed on all unpaid balances more than thirty (30) days old.

3.5.2 Return Check Charge

A return check charge of \$20 or 5% of the amount of the check, whichever is greater will be assessed for checks returned for insufficient funds.

3.5.3 Minimum Charge

Should a Minimum Charge apply to a service option, it shall be as specified in the applicable rate section of this tariff.

3.5.4 Installation Charge

Should a nonrecurring Installation Charge apply to a service option, it shall be as specified in the applicable rate section of this tariff.

3.5.5 Changes to Service

As specified for each service option, service components may be added to or deleted from a service. A nonrecurring Installation Charge will apply to additions, and recurring charges will be adjusted, as necessary, to reflect all changes to service.

3.5.6 Termination Charge

The Customer will be billed a Termination Charge if service is discontinued by the Customer under the provisions of the regulations specified in this tariff.

3.0 DESCRIPTION OF SERVICE3.6 Calculation of Distance3.6.1 Mileage Measurement

When applicable to a specific service, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

FORMULA:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

3.7 Rate Determination

The rate for a long distance call which is charged on a per call basis may be determined by:

- (a) The locations of the originating (calling) station and the terminating (called) station;
- (b) The time of day and the day of the week; and
- (c) The class of service applicable to the call.

The specific factors which apply to a given call and their application are listed in the rate section applicable to that type of call.

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3.0 DESCRIPTION OF SERVICE

3.7.1 Jurisdiction

When the location of the calling and the called stations is a factor in rate determination, the rate is calculated according to whether the termination of the call is intrastate, interstate, or international.

3.8 Minimum Call Completion Rate

The Company procures facilities in a manner designed to ensure that less than ten percent (10%) of all calls are blocked during the busy hour of the average business day.

3.9 Rate Changes

The Company expressly reserves the right to initiate tariff revisions seeking to change the applicable rates under which the Customer has obtained service during any specified service period greater than any minimum service period provided under this tariff, unless otherwise agreed upon between the Company and the Customer.

3.10 Changes to Terms and Conditions

During any specified service period other than any minimum service period specified in this tariff, the Company expressly reserves the right to initiate changes in the terms and conditions under which service is provided, unless otherwise agreed upon between the Company and the Customer and filed in this tariff. If the Company initiates such tariff revisions without the Customer's agreement, the Customer may discontinue service without liability. If elected, this provision must be exercised by the Customer in writing within 30 days following the date of the Company's tariff filing. Any changes in the terms and conditions under which service is provided will be filed in this tariff.

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3.0 DESCRIPTION OF SERVICE

3.11 Taxes and Surcharges

3.11.1 Special Access Surcharges

The Customer agrees to pay to the Company the amount of any monthly Special Access Surcharge which a Local Exchange Carrier may collect from or which the Company's underlying carrier(s) may impose on the Company on account of any services or facilities used to provide service.

3.11.2 Gross Receipts Tax

When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on intrastate receipts are imposed by certain taxing jurisdictions upon the Company, its underlying carrier(s) or upon Local Exchange Companies and passed on to the Company through or with intrastate access charges, the amounts of such taxes or fees will be billed to customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the communications services provided to and billed to a Customer's service location in equal to the amount of the tax or fee imposed upon or passed on to the Company.

3.11.3 Other Taxes

The customer will be billed for, and is responsible for payment of any other taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax are listed as separate line items and are not included in the quoted rates.

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3.0 DESCRIPTION OF SERVICE**3.12 Service Offerings****3.12.1 Advantage Switched Long Distance Service**

Advantage Switched Long Distance Service is a flat rate direct dialed interchange service which utilizes switched access facilities, from equal access locations, on the originating end of each call. Calls are billed in six (6) second increments. All charges are billed monthly in arrears.

3.12.2 Advantage Switched Inbound '800' Service

Advantage Switched Inbound '800' Service provides inbound '800' calls to terminating points throughout the United States which utilizes switched access facilities, from equal access locations, on the terminating end of each call. Charges for the '800' calls are billed to Electric Lightwave, Inc.'s customers rather than the caller. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

3.12.3 Advantage Dedicated Long Distance Service

Advantage Dedicated Long Distance Service is a flat rate direct dialed interexchange service which utilizes dedicated access facilities on the originating end of each call. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

3.12.4 Advantage Dedicated Inbound '800'

Advantage Dedicated Inbound '800' Service provides inbound '800' calls to terminating points throughout Washington utilizing dedicated access facilities on the terminating end of each call. Charges for the '800' calls are billed to the Company's customers rather than the originating caller. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

Issued: September 5, 1996

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3.0 DESCRIPTION OF SERVICE

3.12.5 ELI Travel Card Service

ELI Travel Card Service is a calling card service that allows customers to call to and from anywhere in the United States. The caller dials an 800 number plus their identification code for access and then enters the digits of the terminating number. Calls are billed in six (6) second increments with an initial call duration of eighteen (18) seconds. All charges are billed in arrears.

3.12.6 Directory Assistance Service

Directory Assistance Service provides telephone number information to the requesting customer. Nonpublished telephone number information is not provided with Directory Assistance Service.

3.13 Optional Features

3.13.1 Verified Account Codes

Authorization codes used by the customer to restrict and/or monitor long distance usage. Upon the customer's request, 1+ dialing is limited to callers with authorized access. The caller dials the 1+ number, is prompted for the code, and then connects to the dialed party. This feature is only utilized at the Customer's request.

3.13.2 800/888 Call Blocking by Area Code

At the Customer's request, an 800/888 number can be blocked from access by area code parameters. Standard setup of 800/888 numbers is to allow calling access from all 50 states.

3.13.3 800/888 Time of Day/Day of Week Routing

At the Customer's request, an 800/888 number can be routed differently based on time of day, or day of week parameters. This feature allows for an 800/888 number to be routed to multiple locations based on the pre-set pattern.

Issued: September 5, 1996

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3.0 DESCRIPTION OF SERVICE

3.13.4 800/888 Real Time ANI

This feature allows the customer to receive real time ANI information with each 800/888 call received. ANI provides Automatic Number Identification by delivering the outpulsed digits of the originating number.

3.13.5 800/888 DNIS Sending

This feature allows the customer to receive DNIS digits of each 800/888 call received. The Customer can then depend on receiving dialed number identification, or dummy number, of the 800/888 number.

3.13.6 DTO Dedicated

With DTO Dedicated Service (direct termination overflow), the Customer can choose to have their dedicated inbound 800/888 service overflow automatically to another dedicated facility of their choosing.

3.13.7 DTO Switched

With DTO Switched Service, the Customer can choose to have their dedicated inbound 800/888 service overflow automatically to a switched line of their choosing.

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3.0 DESCRIPTION OF SERVICE3.14 Rates and Charges

Applicable per minute rates for each service are as specified below, and may be determined by both the term of the service commitment and the level of the monthly minimum billing agreed to by the Customer.

3.14.1 Advantage Switched Long Distance Service Rates

Per Minute Rate
\$0.155

3.14.2 Advantage Switched Inbound '800' Service Rates

Per Minute Rate
\$0.155

3.14.3 Advantage Dedicated Long Distance Service Rates

Per Minute Rate
\$0.115

3.14.4 Advantage Dedicated Inbound '800' Service Rates

Per Minute Rate
\$0.115

3.14.5 Advantage Travel Card Service Rates

<u>Per Minute Rate</u>	<u>Term</u>	<u>Monthly Minimum</u>
\$0.24	Month	None
\$0.22	Month	\$1,250
\$0.20	Month	\$2,500

3.14.6 Directory Assistance Service Rates

Per Call Rate
\$0.75

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3.0 DESCRIPTION OF SERVICE3.14.7 Verified Account Codes

	<u>Monthly Recurring Charge</u>	<u>Non-recurring Charge</u>
1-499 Account Codes	\$15	\$30
500 + Account Codes	ICB	ICB

3.14.8 800/888 Call Blocking by Area Code

	<u>Monthly Recurring Charge</u>	<u>Non-recurring Charge</u>
Per Trunk Group	No Charge	\$10.00 per change

3.14.9 800/888 Time of Day/Day of Week Routing

	<u>Monthly Recurring Charge</u>	<u>Non-recurring Charge</u>
Per 800/888 Number	\$35.00	\$75.00 per change

3.14.10 800/888 Real Time ANI

	<u>Monthly Recurring Charge</u>	<u>Non-recurring Charge</u>
Per Trunk Group	\$100.00	\$200.00

3.14.11 800/888 DNIS Sending

	<u>Monthly Recurring Charge</u>	<u>Non-recurring Charge</u>
Per Trunk Group	\$35.00	\$75.00

3.14.12 DTO Dedicated

	<u>Monthly Recurring Charge</u>	<u>Non-recurring Charge</u>
Per DTO	No Charge	\$50.00

3.14.13 DTO Switched

	<u>Monthly Recurring Charge</u>	<u>Non-recurring Charge</u>
Per DTO	Switched Access Rates	\$50.00

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3.0 DESCRIPTION OF SERVICE

3.15 Special Rates For The Handicapped

3.15.1 Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

3.15.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

3.15.3 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

Issued: September 5, 1996

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