

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.3 PAYMENT FOR SERVICE****2.3.5 PAYMENT PLANS**

## C.6. (Cont'd)

- The new equipment may be billed over a currently available payment period of equal or shorter length than the time remaining in the existing payment period. Current rates apply for the selected payment period for the new equipment, and rates for equipment previously installed and continuing in service are unaffected. The expiration date of the new equipment is then either the same as or earlier than that of the previously installed system.

When the expiration date of the new equipment is earlier, at the time of expiration the customer must select another payment period for the new equipment according to the terms and conditions stated in this paragraph. The extension period option is not available under this condition.

- c. A customer on a one-month payment period may elect to upgrade; however, the payment period will not be extended.

## 7. Conversions

- a. Conversions to different systems are specified in product tariffs and/or price lists currently in effect for offerings under VTPP.
- b. The service agreement for a currently installed system terminates when conversion occurs.
- c. The customer must select a currently available payment period for the new system. The current rates for the chosen period would apply to any new equipment as well as to any equipment remaining from the previously installed system.
- d. Termination charges will apply to all equipment removed prior to expiration of the selected payment period. Termination charges will not apply to any equipment remaining for use in the new system provided the customer selects a new payment period equal to or longer than the time remaining under the former payment period.

## 2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

### 2.3 PAYMENT FOR SERVICE

#### 2.3.5 PAYMENT PLANS

##### C. Variable Term Payment Plan (Cont'd)

##### 8. Removals

- a. Removal of equipment from a system for which the current payment period is longer than one month will not affect the expiration date of the remaining equipment and service.
- b. Removal of equipment that is unique or identifiable by a code will be recognized through application of a termination charge for that specific unit.
- c. Removal of equipment that is not unique or identifiable by a code will be recognized through the following provisions:
  - The specific unit(s) of equipment no longer desired by the customer will be removed.
  - The lowest termination charge for the time of equipment removed will apply.

##### 9. Downgrades

- a. Allowable downgrades for installed systems are specified in product tariffs and/or price lists.
- b. A customer has the option to place any new equipment at the time of the downgrade on a coterminous payment period, unless otherwise specified in the product tariff and/or price list. Rates for the new equipment are those currently in effect for the original payment period or, if the period is no longer available, for the next shorter one. The rates for equipment remaining after the downgrade will not be affected.
- c. When a coterminous payment period is not chosen, the customer must select a payment period of equal or shorter length than the time remaining in the current payment period. Equipment remaining on the customer's premises will continue being billed at the rates in effect prior to the downgrade. The new equipment may then have a different expiration date from the equipment which remained after downgrading.

When the expiration dates differ, the customer must select a new payment period for the equipment (at the time of expiration) added at the time when the system was downgraded according to the terms and conditions in b. above.

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**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.3 PAYMENT FOR SERVICE****2.3.5 PAYMENT PLANS**

## C.9. (Cont'd)

- d. Termination charges do not apply for equipment which becomes part of the downgraded system. Termination charges do apply for equipment removed in downgrading the system.
- e. Installation, service ordering, service establishment and other nonrecurring charges will apply to any equipment which must be added new to a system being downgraded, as enumerated in product tariffs and/or price lists.

## 10. Releases

- a. New releases of software will be offered to a customer on Company initiative at no additional charge and will include improvements to the functional capacity of the software.
- b. No charges apply to any hardware changes necessitated by a new release.

## 11. Versions

- a. Termination charges do not apply for the removal or deletion of software versions, unless otherwise specified in product tariffs and/or price lists.
- b. A new version may result in a higher monthly charge.
- c. All version replacements requiring charges for changes will be tariff and/or price list-enumerated, under specific product headings.
- d. Appropriate charges will apply for version changes, as specified in 3. and 7.d. preceding, and elsewhere in this Tariff and/or the Price List.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.3 PAYMENT FOR SERVICE****2.3.5 PAYMENT PLANS**

## C. Variable Term Payment Plan (Cont'd)

## 12. Moves

## a. Moves of Service (Lapse-In-Service)

## (1) Within Minnesota

- (a) The customer may arrange to have service moved to different premises within Minnesota on a lapse-in-service basis without interruption or change of variable term payments. Moving and changing of service on the customer side of the Demarcation Point may be provided by the Company or by others.
- (b) Installation charges as specified in the Tariff and/or Price List for services covered by VTPP will not be applicable. Nonrecurring charges for exchange telephone service and other connecting services will be applicable at the new location.
- (c) Billing for the original location will apply through the date service is disconnected. Billing for the new location will be effective the next day. The first bill rendered after service is reestablished will contain advance billing and, if applicable, retroactive billing from the date of disconnect. Progression of the payment period will be unaffected.
- (d) Complete arrangements or systems must be moved in lieu of individual components, where components are dependent on host units for operation, unless otherwise specified in product tariffs and/or price lists. Where components operate independently and are covered by individual tariff and/or price list charges, the customer may select units to be moved and units to be terminated from the agreement, subject to any restriction(s) in product tariffs and/or price lists.
- (e) Transfer of service between two customers within four months of a lapse-in-service move between premises is not permitted.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.3 PAYMENT FOR SERVICE****2.3.5 PAYMENT PLANS**

## C.12.a. (Cont'd)

## (2) Between Minnesota and Other States

Customer requests for lapse-in-service moves between Minnesota and other jurisdictions of the Company or between Minnesota and another Bell Operating Company will be provided under the same conditions as described in 12.a.(1) preceding, except as follows:

- (a) Billing for the original location will apply through the date service is disconnected. Billing for the new location will be effective on the next day.

The rates in the new location will be those in effect for new customers. Rate stability against Company-initiated changes shall be provided at the new rates for the remainder of the customer's payment period.

The first bill rendered after service is reestablished will contain advance billing and, if applicable, retroactive billing from the date of disconnect. Progression of the payment periods will be unaffected.

- (b) Tariffs and/or price lists for the same service and payment periods must exist in both states or Companies at the time of the move. If tariffs and/or price lists exist for the same service, but the lengths of the periods available are different, the customer must select a payment period available in the new state or Company. The new period must be of an equal or longer length than the time remaining in the current selected period, subject to the conditions covered in 14., "Requests for Changes in Length of Optional Payment Periods," following.

## b. Moves of Service (In-Service)

An in-service move under the plan will be considered a termination of service with applicable termination charges. The customer will be required to select a currently available payment period, including applicable one-time charges.

## c. Minor Equipment Modifications

Minor equipment modifications are identified in product-specified tariffs and/or price lists. The length of the customer's existing payment period is unaffected by these modifications. Ordinarily, minor equipment modifications do not affect the customer's monthly bill. An installation or other nonrecurring charges will apply to each minor equipment modification.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.3 PAYMENT FOR SERVICE****2.3.5 PAYMENT PLANS**

## C. Variable Term Payment Plan (Cont'd)

## 13. Change of Tariff and/or Price List Jurisdiction

Under certain conditions involving changes in service, a VTPP customer's service will require change of tariff and/or price list jurisdiction from intrastate to interstate tariffs or vice-versa, even though the service location may not be changed.

The following provisions may apply to changes of tariff and/or price list jurisdiction when the service location is not changed. However, the concepts may be used for reclassification of services at the time of a move.

- a. Billing for the original jurisdiction will apply through the date of jurisdiction change. Billing for the new jurisdiction will begin on the next day.

The rates applicable for the new jurisdiction will be those in effect for new customers. Customers changing service to the jurisdiction of the Company in Minnesota will have stability against Company-initiated changes in rate levels for the remainder of the payment period.

- b. Installation charges will not apply, either for the services subscribed to under VTPP or for connecting services, unless they are being installed at the time of the change in tariff and/or price list jurisdiction of existing services. Nonrecurring charges will apply if stipulated by the tariff and/or price list in the new jurisdiction.
- c. Tariffs and/or price lists for the same service and VTPP periods must exist in both jurisdictions at the time of the change. If tariffs and/or price lists exist for the same service but the lengths of the payment periods in the new jurisdiction are different, the customer must select a new payment plan period with a length equal to or longer than the remaining time in the existing payment period, subject to the conditions covered in 14., "Requests for Changes in Length of Optional Payment Periods," following.

## 14. Requests For Changes in Length of Optional Payment Period

Subsequent to the establishment of service for an item or system furnished under a Variable Term Payment Plan period and prior to the completion of that period, the existing payment period may be replaced by a currently offered payment period at current rates and subject to the following conditions:

- a. No credit will be given for payments made during the formerly selected period. However, nonrecurring charges will not be reapplied.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.3 PAYMENT FOR SERVICE****2.3.5 PAYMENT PLANS**

## C.14. (Cont'd)

- b. The new payment period begins with the date requested.
- c. No termination charge applies for the former payment period provided the customer selects a new payment period equal to or longer than the time remaining under the system's/item's former payment period. Otherwise, a termination charge applies for the former payment period.

The new payment period, selected by the customer for an item of equipment must be shorter than the time remaining in the system's existing payment period.

- d. A nonrecurring charge will not apply.

## 15. Renewal Options

The customer has the following renewal options:

- a. Prior to completion of the current payment period, any period available under VTPP may be selected. The rates in effect for new customers at the time the renewal is effective will apply. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
- b. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in product tariffs and/or price lists. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one-month service will be subject to Company-initiated rate adjustments when approved by the appropriate regulatory authority.
- c. If the customer does not elect an additional payment period and does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the one-month payment period under the terms described in b. above.
- d. If the expiration date for any equipment differs from the installed system's existing expiration date, the customer must choose a new payment period for the item (at the time of expiration) according to the terms and conditions as specified in 5.c., 5.d., 6.b., 9.b., 9.c. and 14., preceding.

The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.

## 2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

### 2.3 PAYMENT FOR SERVICE

#### 2.3.5 PAYMENT PLANS

##### C. Variable Term Payment Plan (Cont'd)

#### 16. Supersedure

Service may be transferred to a new customer at the same location except as prohibited in 12.a.(1)(e) preceding, upon prior written concurrence by the Company and payment of a transfer charge by the new customer as specified in product tariffs and/or price lists. The new customer will be subject to all provisions currently reflected in the service agreement.

#### 17. Concession Service

Service furnished under VTPP is not eligible for discount in accord with provisions for concession service specified elsewhere in this Tariff.

#### 18. Deferred Payment

Where both the Company and the customer agree, payment of nonrecurring charges for products may be deferred over the length of the customer's payment period or a shorter period (in annual increments), subject to the conditions specified in this paragraph.

- a. The charges to be deferred must be among the following types:
  - Installation
  - Service Establishment
  - Feature Package - Versions (does not apply to subsequent activity)
    - Activation
    - Information/Translation
  - System Feature
    - Activation
    - Design
- b. Customer must select a payment period longer than one month for the equipment/software for which charges are deferred.
- c. The total amount of nonrecurring charges as defined in a. above may be deferred.
- d. A customer may defer a minimum of \$3,000.00 per customer location, per Letter of Election.

## 2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

### 2.3 PAYMENT FOR SERVICE

#### 2.3.5 PAYMENT PLANS

##### C.18. (Cont'd)

- e. Interest rates to be charged on deferred amounts will be determined and subject to periodic revision by the Company. The interest rate applicable to a deferred payment agreement shall be that rate the Company has in effect at the time the customer executes the agreement. When in the judgment of the Company, the maximum interest rate allowed by law is so low as to make it unprofitable for the Company to offer the deferred payment option, the Company may at its discretion:
- Offer the deferred payment option only to corporations (as defined in Minn. Stat. S334.021) and those persons to whom this offer would be exempt from the provisions of Minnesota usury laws by virtue of Minnesota Statutes Section 334.011 or,
  - Suspend or cancel the availability of the option.

Any changes in or suspension of the availability of the deferred payment option will not, subject to limitations of law, affect customers who have executed a deferred payment agreement prior to the effective date of any changes or suspension.

- f. The deferred charges, including calculated interest, will be prorated on a monthly basis over the selected deferral period.
- g. All deferred charges must be paid in full when the customer:
- Upgrades, downgrades or converts the system for which the charges were deferred.
  - Changes to a payment period with an expiration date prior to the expiration date of the deferral period.
  - Moves equipment/software, for which charges had been deferred, between jurisdictions.
  - Disconnects entire system service prior to expiration of the selected deferral period.
  - Fails to pay a monthly amount in the agreement within 30 days of its due date.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.3 PAYMENT FOR SERVICE****2.3.5 PAYMENT PLANS**

## C.18. (Cont'd)

- h. The customer may prepay only the total outstanding deferred charges at any time during the selected deferral period. Customers will be given a credit for the amount of unearned interest. Customer may not prepay less than the total of the outstanding deferred charges.
- i. Unless otherwise specified in product tariffs and/or price lists, deferred payment options other than those listed above for nonrecurring charges are not applicable to equipment offered under the Variable Term Payment Plan.

## 19. Prepayment

For payment periods longer than one month, the customer may prepay the total outstanding recurring charges. The prepayment of charges in no way constitutes a purchase and the Company retains full ownership of all equipment covered by the prepayment. The following conditions apply:

- a. Customers who prepay six months or more will have an allowance applied. An allowance will be credited for each month prepaid, as specified in the Letter of Election.
- b. Charges for all equipment covered by a single Letter of Election must be prepaid. Charges must be prepaid for equipment added subsequently and placed on the same Letter of Election (i.e., customer-elected coterminous option) for a prepaid system.
- c. Customers who change the length of a prepaid payment period will be credited any unused portion of the prepayment, subject to termination charges as specified in 14.c., preceding.
- d. Customers who prematurely disconnect service will have termination charges deducted from the prepaid amount and any balance credited to their bill.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.4 LIABILITY OF THE COMPANY****2.4.1 SERVICE LIABILITIES**

## A. Limitations

1. The Company does not guarantee its service, however, in the event of an interruption to the service which is not due to the negligence or willful act of the customer, there will be allowed a pro rata adjustment of any monthly charge involved for the service and facilities rendered useless and inoperative by reason of the interruption, during the time said interruption continues for twenty-four hours or more from the time it is reported to or detected by the Company.
2. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair, or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this tariff as an allowance for interruptions.
3. The customer indemnifies and saves the Company harmless against claims for libel, slander, infringement of copyright arising from the use of material transmitted over its facilities, or infringement of patents arising from combining with or using in connection with, facilities of the Company, apparatus or systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
4. The services furnished by the Company, in addition to the limitations set forth preceding, also are subject to the following limitation: The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company and caused by customer premises equipment or the premises facilities beyond the Demarcation Point which are owned and controlled by the customer or owner except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

**2.4 LIABILITY OF THE COMPANY**

**2.4.1 SERVICE LIABILITIES (CONT'D)**

**B. Outgoing and Incoming Service Privileges**

The tariffs and price lists of the Company govern and fix the outgoing service of a customer and in no manner guarantee the same incoming service. All incoming service of a customer depends upon and is limited by the right of a calling customer to such service.

**C. Defacement of Premises**

The Company is not liable for any defacement or damage to the customer's premises resulting from the existence of the Company's apparatus and associated wiring on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company.

**D. Transmission of Messages**

The function of the Company is to furnish means of communication between telephone lines. Acceptance, by employees, of written or verbal communications from the public, for transmission or delivery, is forbidden.

**2.4.4 DIRECTORY ERRORS AND OMISSIONS**

The Company's liability arising from errors in or omissions of directory listings will be limited to one-half the charges for the service affected for the period between the issuance of the directory in which the error or omission occurred and the publication of a new directory containing the proper listing.

## 2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

### 2.5 RESPONSIBILITIES OF THE CUSTOMER

#### A. Maintenance and Repairs

The Company undertakes to maintain and repair its facilities. The customer will be responsible for damages to facilities of the Company caused by the negligence or willful act of the customer or authorized user. Company-owned facilities will, upon termination of service for any cause whatsoever, be returned to the Company in good condition, reasonable wear and tear expected.

#### B. Protection of Facilities

The customer shall protect the facilities of the Company used to render the service to him and located upon his premises and grounds against other users and uses of his property when, in the judgment of the Company, such other users or uses would impair any Company service or constitute a hazard to Company property or to the safety of its employees.

#### C. Supply of Commercial Power and Space

Suitable commercial power, power wiring and outlets, housing, heat, light, and ventilation for the operation of telephone facilities furnished for the use of a customer in or on their premises and grounds shall be provided, i.e., furnished, installed and maintained, by and at the expense of the customer.

Conduit and/or trench shall be provided by the owner or developer subject to the Company's specifications or, where feasible, may be furnished by the Company at cost for the purpose of providing a raceway for entrance facilities into multi-unit housing complexes, commercial properties and business developments. The Company may submit a cost proposal for construction activities which may include, but are not limited to, trenching, placement of conduit, poles or other supporting structures, and extension of cable for the placement of telephone facilities.

#### D. Attachments or Connections

No equipment, apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction or otherwise, except as provided in the Company's tariffs. In case any such unauthorized attachment or connection is made the Company will have the right to remove or disconnect the same; or suspend the service during the continuance of said attachment or connection; or terminate the service.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

**2.5 RESPONSIBILITIES OF THE CUSTOMER (CONT'D)**

**2.5.6 CONNECTIONS OF PREMISES EQUIPMENT TO TELECOMMUNICATIONS SERVICES**

A. Connections of Equipment, Communication Systems and Premises Wire

Equipment (including protective circuitry), communications systems, and premises wiring connected to telecommunications services furnished by the Company are generally subject to Title 47, Telecommunication, of the Code of Federal Regulations, Part 68, Connection of Terminal Equipment to the Telephone Network (47 CFR 68), commonly known as the FCC's Registration Program.

Equipment and systems not subject to 47 CFR 68 which are connected to telecommunications services furnished by the Company must meet the minimum protection criteria specified in 47 CFR 68.

B. Broadcast of Recorded Telephone Conversations

The recording and reproducing of telephone conversations must be made in accordance with the provisions outlined under Recording, Reproducing, and Automatic Answering and Recording Equipment specified in Part 64.501 of the Federal Communication Commission's rules.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

**2.6 SPECIAL TAXES, FEES, CHARGES**

A. Adjustments For Municipality Payments

If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Company, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the telephone customers receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee or charge.

B. Telecommunications Access Minnesota (TAM)

1. Description

This service provides for a surcharge to establish and administer a program to distribute communication devices to eligible communication-impaired persons and to create and maintain a message relay service.

2. Eligibility For Communications Devices

To be eligible to obtain a communication device a person must be:

- At least five years of age
- Communication impaired
- A resident of the state
- A resident in a household that has a median income at or below the applicable median household income in the state except a deaf and blind person applying for a telebraille unit may reside in a household that has a median income no more than 150 percent of the applicable median household income in the state.
- A resident in a household that has telephone service or that has made application for service and has been assigned a telephone number.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

**2.6 SPECIAL TAXES, FEES, CHARGES**

B. Telecommunications Access Minnesota (TAM) (Cont'd)

3. Eligibility For Wiring Installation

If a communication-impaired person does not have telephone service and is subject to economic hardship as determined by the TAM board, the telephone company providing local service shall at the direction of the administrator of the program install necessary outside wiring without charge.

4. Funding

This program shall be funded through a surcharge on residence and business access lines which pay the 911 surcharge, pursuant to Minnesota Rules, part 7817.0300.

5. Rates and Charges

a. The surcharge rate is determined by the decision of the Minnesota Public Utilities Commission. (N)

(N)

b. Nonrecurring charges shall not apply to eligible persons to establish this program on existing service. (T)

(T)  
(D)

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.7 LIMITATION OF SERVICE OFFERING**

Whenever the facilities immediately available are insufficient to furnish service to all who may apply, facilities will first be made available in accordance with the terms and conditions set forth in Section 13 of the Access Service Tariff concerning Telecommunications Service Priority (TSP) and then in the following order:

**A. Category I**

1. Business service and residence main line service to the extent required for the proper discharge of duties essential to the activities of:
  - Army, Navy, Marine Corps, Coast Guard, and Veterans Administration.
  - Official Federal, State, County, and Municipal Government agencies, and official agencies of foreign governments.
  - Public or private organizations and individuals directly serving the public safety, health, or welfare.
  - Philanthropic and eleemosynary organization recognized as such by the Bureau of Internal Revenue; religious establishments and their officiating clergy, Christian Science practitioners, and public and private schools.
  - Press associations, newspapers, and broadcasting stations.
  - Public utilities.
  - Labor unions having bona fide collective bargaining agreements with business concerns identified in this category.
2. Public Access Line Service.
3. Temporary installation of residence main line service when the applicant provides conclusive evidence that it is essential to the protection of life, or one residence extension line telephone when the applicant provides conclusive evidence that it is essential because of serious illness.
4. One residence extension line and/or connection with an answering bureau for a practicing physician or surgeon.
5. Change of address of business service, and of residence main line service, within the same central office area.
6. Service where the applicant provides satisfactory and conclusive evidence of essentiality or unreasonable hardships.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.7 LIMITATION OF SERVICE OFFERING (CONT'D)****B. Category II**

Change of address of business service within the same exchange, except as provided in A.5., preceding.

**C. Category III**

New business service for an enterprise which the Company finds is substantially owned and principally operated or managed by a veteran who applies for service within twenty-four months after being honorably separated or placed on terminal leave from the armed forces of the United States or the merchant marine, provided such enterprise is expected to be the veteran's principal means of livelihood.

**D. Category IV**

Business service other than that included in the preceding categories.

**E. Category V****1. New residence main line service where:**

- a. The attending physician or surgeon certifies that there exists a condition of serious illness or pregnancy involving serious complications, that he must be called repeatedly at unpredictable intervals for emergency treatment and that in view of all the circumstances telephone service is essential. Such service shall be terminated within 30 days of the termination of the conditions specified above.
- b. A blind person lives alone, or a person lives alone and the attending physician certifies that such person is confined to residence quarters for a protracted period by reason of serious illness or physical disability and that in view of all the circumstances telephone service is essential. The phrase "lives alone" includes a person who is alone all day or during the day or night working hours, except for one or more children aged fifteen years or younger or another person either blind or similarly certified to be confined to residence quarters by reason of serious illness or physical disability. Such service shall be terminated within 30 days of the termination of the conditions specified above.
- c. A seriously disabled veteran of the armed forces of the United States applies for service within twenty-four months after being honorably separated from the armed forces. For the purpose of this paragraph, a veteran will be considered seriously disabled if he/she is receiving disability payments of \$50.00 per month or more from the Veterans' Administration.

## 2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

### 2.7 LIMITATION OF SERVICE OFFERING (CONT'D)

#### F. Category VI

Change of address of residence main line service within the same exchange, except as provided in A.5., preceding.

#### G. Category VII

1. New residence main line service to the extent required for the proper discharge of duties essential to the activities of:
  - a. The hiring of substantial numbers of people.
  - b. The furnishing of material, equipment, or facilities under prime or subcontracts to the armed forces of the United States, and by supplier to such prime or subcontractors; the converting of war plants to peacetime operations, and the reestablishing under the same ownership of businesses which were obliged to close during the war because of lack of materials or manpower, or because of wartime regulations; persons who perform special services for these activities, or for public works projects.
  - c. The production and wholesale distribution of fuel, lumber, and other construction materials and construction equipment, and mining equipment.
  - d. Mining operations and mining engineers.
  - e. The maintaining or servicing of equipment essential to:
    - The armed forces of the United States.
    - Production for the armed forces or conversion from such production.
    - Public works projects and public utilities.
    - Mining operations.
    - Producers of fuel, lumber, and other construction materials and construction equipment, and mining equipment.
  - f. Food processing, food distribution and storage, and production of substantial quantities of food.
  - g. Labor unions having bona fide collective bargaining agreements with business concerns identified in this category.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

**2.7 LIMITATION OF SERVICE OFFERING (CONT'D)**

H. Category VIII

1. New residence main line service for:

- a. The wife of a member of the armed forces of the United States or the merchant marine who is on active duty away from home, where she is pregnant and there is no one else in her household, or where her household consists only of herself and one or more children aged fifteen years or younger, and under the same circumstances for a widow whose husband died since January 1, 1940, while a member of the armed forces of the United States or the merchant marine. For the purposes of this paragraph, the presence of one or more persons who are blind or confined to residence quarters by reason of serious illness or physical disability shall be disregarded.
- b. Those who discontinued residence service upon entering the armed forces of the United States or the merchant marine, and who apply for service within twenty-four months after being honorably separated or placed on terminal leave from the armed forces or the merchant marine.
- c. A veteran who is head of a family (that is, who maintains in one household one or more individuals other than himself who are connected with him by blood relationship, relationship by marriage, or by adoption) and who applies for service within twenty-four months after being honorably separated or placed on terminal leave from the armed forces of the United States or the merchant marine.

I. Category IX

New residence main line service other than that included in the preceding categories.

J. Category X

Residence extension lines and telephones other than those specifically set forth in Category I.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

(M)

[1] This page also cancels the following page: Revision 1, Page 60.2.

(N)

(M) Material moved to Section 102.