
2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.4 LIABILITY OF THE COMPANY (CONT'D)

2.4.2 MAINTENANCE AND REPAIR

- A. The Company at its sole discretion may determine that maintenance and/or repair of existing facilities is necessary.

At no charge to the customer, the Company will perform all work and provide all materials associated with maintenance and repair of existing Company facilities unless the repair and/or maintenance being performed is the result of damage to Company facilities caused by the customer or another identified party.

The Company at its sole discretion may determine that replacement of existing facilities and/or supporting structure is necessary for maintenance and/or repair purposes. Under these circumstances the work and materials associated with the installation of the facilities and/or supporting structure will be considered maintenance and repair, not new construction.

- B. Company's Right of Access to Customers' Premises

The Company has the right to enter and leave the customers' premises during normal business hours for any purpose reasonably connected with the furnishing of telephone service and to exercise any and all rights secured by law or these General Regulations.

The Company has the right to remove any and all of its property installed on the customer's premises at the termination of service as provided for in these General Regulations.

- C. Service Connections to be Made by Company's Employees Except Under Specified Conditions

All facilities furnished by the Company are to be connected, moved, changed, altered, or disconnected by an authorized Company employee unless specifically outlined in a filed tariff.

- D. Use of Facilities

The customer is responsible for loss of or damage to any facilities furnished by the Company unless the customer proves that such loss or damage was caused by the negligence or intentional misconduct of others or was otherwise due to causes beyond the customer's control. If it becomes necessary to bill for recovery of damages the estimated cost for replacing such facilities will apply.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.4 LIABILITY OF THE COMPANY (CONT'D)

2.4.4 DIRECTORY ERRORS OR OMISSIONS

A. Listings in Directories

The Company is liable for errors or omissions in listings subscribed to in its telephone directories in accordance with the following:

1. Listing furnished without additional charge: In amount not in excess of the charge for exchange service (excluding additional message charges) during the effective life of the directory in which the error or omission is made.
2. Listing furnished at additional charge: In amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission is made.

B. Listings in Directory Assistance

The Company is liable for errors or omissions in listings subscribed to in directory assistance records in accordance with the following:

1. Listing furnished without additional charge: In amount not in excess of the charge for the exchange service (excluding additional message charges) for the period during which the error or omission continues.
2. Listing furnished at additional charge: An amount not in excess of the charge for that listing for the period during which the error or omission continues.

C. Customer Responsibility

The customer assumes full responsibility concerning the right to use any name of a business as a directory listing and agrees to hold the Company free and harmless of and from any claims, loss, damage, or liability which may result from the use of such listing. The Company does not undertake to determine the legal, contractual, or other right to the use of a name to be listed in a telephone directory of the Company. However, the Company reserves the right to refuse listings which are designed primarily to give publicity to a commodity or service.

D. Standard Form

The Company reserves the right to make such changes in directory listings as may be necessary to bring them into conformity with its standard form.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.4 LIABILITY OF THE COMPANY (CONT'D)

2.4.5 HAZARDOUS OR INACCESSIBLE LOCATIONS

Facilities used in connection with furnishing service to a customer are not designed for use in explosive atmospheres. Except as provided in 2.4.1, the customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said facilities so provided.

A customer shall be responsible for any cost incurred as a result of any special training, equipment or work procedures of a Company employee as a result of working in hazardous conditions on the customer's premises or work place that could jeopardize the safety or health of the Company employee.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.5 RESPONSIBILITIES OF THE CUSTOMER

2.5.2 SERVICE TO AND WITHIN A BUILDING, BUILDING SPACE AND ELECTRIC POWER SUPPLY

- A. Where commercial power is required in the operation of equipment and service, the customer, where requested, shall furnish, install and maintain the necessary power wiring and power outlets on the customer's premises and supply any necessary electrical energy at the expense of the customer.
- B. Where concealed telephone wiring is required on the customer's premises, the customer shall furnish, install and maintain the necessary outlet boxes. For the installation of concealed wiring the applicant or customer must provide the conduit and in cases of maintenance and repair within a building, expose the conduit so that the Company may gain access to its facilities.
- C. Unless the following is required for Company maintenance purposes, any existing or new structure(s) or work required to support the installation of additional telephone facilities on the customer's premises shall be provided at the expense of the customer. Such structure(s) or work may include the placement or use of trenching, conduit and/or poles to support telephone services provided on the customer's premises.
- D. It is the customer's responsibility to provide the premises and space satisfactory to the Company, for placement of all equipment and facilities necessary for the furnishing of service.
- E. Installation and maintenance beyond the Company's protected network facilities will be the responsibility of the customer or others requesting such work.
- F. When maintenance is required on a facility that is enclosed within the wall or passes through the wall of a building, it is the customer and/or property owner's responsibility to expose the facility or support structure for the Company. The customer or owner is responsible for all costs associated with restoring the wall to its previous condition.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.6 SPECIAL TAXES, FEES AND CHARGES

A. Description

This Section lists the municipal utility occupation taxes applicable in Washington. Rate schedules of the Company do not include any portion of municipal occupation, business, excise or use of the streets taxes.

In order to reimburse the Company for local taxes where now imposed, or which may be imposed, or which have been assessed, an equivalent amount may be billed by the Company to its exchange customers on a pro rata basis, as shown in this Section.

B. Terms and Conditions

1. In municipalities or Tax Jurisdictions that impose a utility occupation tax on gross revenues or gross income from the telecommunications business, but which exclude charges that are passed on to customers to compensate for the cost of the municipal tax, the effective rate for billing will be the ordinance tax rate. This rate will be applied to telecommunications business revenues as defined in the ordinance.
2. In municipalities or Tax Jurisdictions that impose a utility occupation tax on gross revenues or gross income from the telecommunications business but which do not exclude charges that are passed on to customers to compensate for the cost of the tax, the effective rate for billing will be determined by dividing the ordinance tax rate by one minus the ordinance tax rate $[R/(1-R)]$. The rate determined will be applied to telecommunications business revenues as defined in the ordinance.
3. In municipalities or Tax Jurisdictions that include toll revenues within the definition of telecommunications business, the applicable effective rate for billing will be applied to 100% (unless a lower percentage is specified in the ordinance) of the charges for sent-paid and received-collect intrastate toll messages billed to customers within these municipalities or Tax Jurisdictions, including intrastate Wide Area Telephone Service (WATS) and intrastate Private Line Transport Service, all after deduction of amounts representing independent company settlements.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.6 SPECIAL TAXES, FEES AND CHARGES

B. Terms And Conditions (Cont'd)

4. In municipalities or Tax Jurisdictions that impose a tax on specific telecommunication company revenues, such as but not limited to local service, toll, or miscellaneous revenues, the effective rate for billing will be equal to the ordinance rate, or where miscellaneous revenues are taxed, the ordinance rate divided by one minus the ordinance rate $[R/(1-R)]$. The applicable billing rate will be applied to the specific telecommunications company revenues enumerated in the ordinance, but will not be applied to any such revenues that constitute competitive telecommunications service as defined in RCW 82.16.010.
5. In municipalities or Tax Jurisdictions that have assessed amounts related to municipal occupation business, excise or use of streets taxes on the Company, the effective tax rate for billing shall be increased by an amount sufficient to recover the amounts assessed over as close to a one year period as possible. To the extent that the assessment is appealed and the assessment is reduced or abated, the effective tax rate for billing shall be decreased over a period that is as close to a one year period as possible. In municipalities or Tax Jurisdictions that impose a utility occupation tax on gross revenues or gross income from the telecommunications business and which do not exclude charges that are passed on to customers to compensate for the cost of the municipal tax, the effective rate for billing will be determined by dividing the ordinance tax rate plus the recovery percentage for assessed taxes by one minus the ordinance tax rate plus the recovery percentage for assessed taxes $[(R + \text{recover percent} / 1 - (R + \text{recovery percentage})]$. The rate determined will be applied to telecommunications business revenues as defined in the ordinance and limited by state law.

C. Tax Rates

Each customer within the corporate limits of each of the following municipalities or Tax Jurisdictions will be billed a pro rate portion of a sum equal to the amount of the taxes which the Company is required to pay for exchange services and intrastate message toll services in that municipality. This is done by additions to each bill for the services. The customers' pro rata portion will be determined from B.4., preceding, which correspond to the references used in the Condition(s) column below. The percentages from the applicable municipalities or Tax Jurisdictions ordinances are shown in the rate column. The effective tax rate for billing includes the applicable business license fee.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.6 SPECIAL TAXES, FEES AND CHARGES

C. Tax Rates (Cont'd)

The municipal occupation, business, excise and use of streets taxes are listed below:

MUNICIPALITY OR TAX JURISDICTION	EXCHANGE	KIND OF TAX	RATE	EFFECTIVE TAX RATE FOR BILLING	APPLICABLE CONDITION(S)
Aberdeen	Aberdeen- Hoquiam	[1]	6.0%	6.0%	1 & 3
Airway Heights	Spokane	[1]	6.0%	6.0%	1 & 3
Algona	Auburn	[1]	6.0%	6.382%	2 & 3
Asotin	Clarkston	[1]	6.0%	6.0%	1 & 3
Auburn	Auburn	[1]	6.0% (I)	6.0% (I)	1 & 3
Bainbridge Island	Bainbridge Island	[1]	6.0%	6.382%	2 & 3
Battle Ground	Battle Ground	[1]	6.0%	6.0%	1
Bellevue	Bellevue	[1]	6.0%	6.382%	2 & 3
Bellingham	Bellingham	[1]	6.0%	6.0%	1 & 3
Black Diamond	Black Diamond	[1]	6.0%	6.0%	1 & 3
Blaine	Blaine	[1]	6.0%	6.0%	1 & 3
Bonney Lake	Sumner	[1]	6.0%	6.0%	1 & 3
Bremerton	Bremerton	[1]	6.0%	6.382%	2 & 3

[1] Occupation

(M) Material moved to Sheet 68.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.6 SPECIAL TAXES, FEES AND CHARGES

C. Tax Rates (Cont'd)

MUNICIPALITY OR TAX JURISDICTION	EXCHANGE	KIND OF TAX	RATE	EFFECTIVE TAX RATE FOR BILLING	APPLICABLE CONDITION(S)
Brewster	Brewster	[1]	6.0%	6.382%	2 & 3
Buckley	Buckley	[1]	6.0%	6.0%	1 & 3
Burien	Seattle	[1]	6.0%	6.382%	2 & 3
Carnation	Carnation	[1]	6.0%	6.0%	1 & 3
Cashmere	Cashmere	[1]	4.5%	4.5%	1 & 3
Castle Rock	Castle Rock	[1]	5.0%	5.0%	1
Centralia	Centralia	[1]	6.0%	6.382%	1 & 3
Chehalis	Chehalis	[1]	6.0%	6.382%	2 & 3
Clarkston	Clarkston	[1]	6.0%	6.0%	1
Cle Elum	Cle Elum	[1]	6.0%	6.0%	1 & 3
Colfax	Colfax	[1]	6.0%	6.0%	1 & 3
College Place	Walla Walla	[1]	5.4%	5.4%	1
Colville	Colville	[1]	6.0%	6.382%	2 & 3
Conconully	Omak	[1]	6.0%	6.382%	4
Cosmopolis	Aberdeen- Hoquiam	[1]	6.0%	6.0%	1 & 3

(K)

[1] Occupation

(K) Material moved to Sheet 68.1.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.6 SPECIAL TAXES, FEES AND CHARGES

C. Tax Rates (Cont'd)

MUNICIPALITY OR TAX JURISDICTION	EXCHANGE	KIND OF TAX	RATE	EFFECTIVE TAX RATE FOR BILLING	APPLICABLE CONDITION(S)	
Coulee Dam	Coulee Dam	[1]	6.0%	6.0%	1 & 3	(M)
Coupeville	Coupeville	[1]	6.0%	6.0%	2 & 3	(M)
Covington	Kent	[1]	5.5%	5.82%	2 & 3	(N)
Dayton	Dayton	[1]	6.0%	6.0%	1	
Deer Park	Deer Park	[1]	6.0%	6.0%	1 & 3	
Des Moines	Des Moines	[1]	6.0%	6.00%	1 & 3	
DuPont	Tacoma	[1]	6.0%	6.382%	2 & 3	
Electric City	Coulee Dam	[1]	6.0%	6.0%	1	
Enumclaw	Enumclaw	[1]	6.0%	6.0%	2 & 3	
Ephrata	Ephrata	[1]	5.0%	5.0%	1 & 3	
Everett	Everett	[1]	4.5%	4.5%	1 & 3	

[1] Occupation

(M) Material moved from Sheet 68

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.6 SPECIAL TAXES, FEES AND CHARGES

C. Tax Rates (Cont'd)

MUNICIPALITY OR TAX JURISDICTION	EXCHANGE	KIND OF TAX	RATE	EFFECTIVE TAX RATE FOR BILLING	APPLICABLE CONDITION(S)
Federal Way	Federal Way	[1]	7.75% (I)	7.75% (I)	1 & 3
Ferndale	Ferndale	[1]	5.0%	5.0%	1 & 3
Fife	Tacoma	[1]	4.5%	4.5%	1 & 3
Fircrest	Tacoma	[1]	6.0%	6.0%	1
Grand Coulee	Coulee Dam	[1]	6.0%	6.0%	1 & 3
Hatton	Othello	[1]	6.0%	6.382%	2 & 3
Hoquiam	Aberdeen- Hoquiam	[1]	6.0%	6.0%	1 & 3
Issaquah	Issaquah	[1]	6.0%	6.0%	1 & 3
Kalama	Kalama	[1]	6.0%	6.382%	2 & 3
Kelso	Longview- Kelso	[1]	6.0%	6.0%	1 & 3
Kent	Kent	[1]	6.0%	6.382%	2 & 3
Kirkland	Kirkland	[1]	6.5% (bus.) 6.0% (res.)	6.0% 6.0%	1&3 1&3
LaCenter	LaCenter	[1]	0.0%	0.0%	2 & 3

[1] Occupation

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.6 SPECIAL TAXES, FEES AND CHARGES

C. Tax Rates (Cont'd)

MUNICIPALITY OR TAX JURISDICTION	EXCHANGE	KIND OF TAX	RATE	EFFECTIVE TAX RATE FOR BILLING	APPLICABLE CONDITION(S)
Lacey	Olympia	[1]	6.0%	6.0%	1 & 3
Lake Forest Park	Seattle	[1]	6.0%	6.382%	2 & 3
Lakewood	Tacoma	[1]	6.0% (I)	6.0% (I)	1 & 3
Langley	Langley	[1]	6.0%	6.0%	1 & 3
Longview	Longview- Kelso	[1]	6.0%	6.0%	1 & 3
Lummi Indian Reservation	Bellingham	[1]	5.0%	5.26%	2 & 3
Lynden[2]	Lynden	[1]	6.0%	6.0%	1 & 3

[1] Occupation

[2] 1.0% tax rate on amount \$5,000.00+ per customer, per month.

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2.6 SPECIAL TAXES, FEES AND CHARGES

C. Tax Rates (Cont'd)

MUNICIPALITY OR TAX JURISDICTION	EXCHANGE	KIND OF TAX	RATE	EFFECTIVE TAX RATE FOR BILLING	APPLICABLE CONDITION(S)	
Maple Valley	Maple Valley	[1]	2.25%	2.25%	1 & 3	
Marcus	Colville	[1]	6.0%	6.0%	1 & 3	(N)
Marysville	Marysville	[1]	5.0%	5.0%	1 & 3	
Medina	Bellevue	[1]	0%	0%	4	
Mercer Island City of	Seattle	[1]	6.0%	6.0%	1 & 3	
Milton	Tacoma	[1]	5.8%	5.8%	1	
Monroe	Monroe	[1]	5.0%	5.0%	1 & 3	
Montesano	Montesano	[1]	6.0%	6.382%	2 & 3	
Moses Lake	Moses Lake	[1]	6.0%	6.0%	1 & 3	
Mountlake Terrace	Mountlake Terrace	[1]	6.0%	6.0%	1 & 3	

[1] Occupation

(D)

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.6 SPECIAL TAXES, FEES AND CHARGES

C. Tax Rates (Cont'd)

MUNICIPALITY OR TAX JURISDICTION	EXCHANGE	KIND OF TAX	RATE	EFFECTIVE TAX RATE FOR BILLING	APPLICABLE CONDITION(S)
Mount Vernon	Mount Vernon	[1]	6.0%	6.0%	1 & 3
Moxee City[2]	Yakima	[1]	6.0%	6.0%	1 & 3
Naches	Naches	[1]	6.0%	6.0%	1 & 3
Napavine	Chehalis	[1]	5.0%	5.0%	1
Normandy Park	Seattle	[1]	6.0%	6.382%	2 & 3
North Bend	North Bend	[1]	6.0%	6.0%	1 & 3
Northport	Northport	[1]	6.0%	6.0%	1 & 3
Oak Harbor	Oak Harbor	[1]	6.0%	6.0%	1 & 3
Oakville	Rochester	[1]	4.15%	4.15%	1
Ocean Shores	Copalis	[1]	6.0%	6.0%	1
Okanogan	Okanogan	[1]	6.0%	6.0%	1
Olympia	Olympia	[1]	9.0% (I)	9.0% (I)	1 & 3
Omak	Omak	[1]	6.0%	6.0%	1 & 3
Oroville	Oroville	[1]	6.0%	6.0%	1 & 3
Othello	Othello	[1]	6.0%	6.0%	1 & 3
Pacific	Auburn	[1]	6.0%	6.0%	4
Pasco	Pasco	[1]	8.5%	8.5%	1 & 3
Pateros	Pateros	[1]	6.0%	6.0%	1

[1] Occupation

[2] Limits the tax to \$3,000 per customer, per month.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.6 SPECIAL TAXES, FEES AND CHARGES

C. Tax Rates (Cont'd)

MUNICIPALITY OR TAX JURISDICTION	EXCHANGE	KIND OF TAX	RATE	EFFECTIVE TAX RATE FOR BILLING	APPLICABLE CONDITION(S)
Pomeroy	Pomeroy	[1]	6.0%	6.0%	1 & 3
Port Angeles	Port Angeles	[1]	6.0% (I)	6.0% (I)	1 & 3
Port Orchard	Port Orchard	[1]	6.0%	6.0%	1 & 3
Port Townsend	Port Townsend	[1]	6.0%	6.0%	1
Poulsbo	Poulsbo	[1]	6.0%	6.0%	1 & 3
Puyallup	Puyallup	[1]	6.0%	6.0%	1 & 3
Raymond	Raymond	[1]	6.0%	6.0%	1
Redmond	Bellevue	[1]	6.0%	6.382%	2 & 3
Renton	Renton	[1]	6.0%	6.0%	1 & 3
Ridgefield	Ridgefield	[1]	6.0%	6.0%	4
Riverside	Omak	[1]	6.0%	6.0%	1 & 3
Roslyn	Roslyn	[1]	5.0%	5.263%	2
Roy	Roy	[1]	4.0%	4.0%	1 & 3
Seattle	Seattle	[1]	6.0%	6.382%	2 & 3
Sequim	Sequim	[1]	6.0%	6.0%	1 & 3

[1] Occupation

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2.6 SPECIAL TAXES, FEES AND CHARGES

C. Tax Rates (Cont'd)

MUNICIPALITY OR TAX JURISDICTION	EXCHANGE	KIND OF TAX	RATE	EFFECTIVE TAX RATE FOR BILLING	APPLICABLE CONDITION(S)
Shelton	Shelton	[1]	6.0%	6.0%	1 & 3
Shoreline	Seattle	[1]	6.0%	6.382%	2 & 3
Snohomish	Snohomish	[1]	6.0%	6.0%	1 & 3
South Cle Elum	Cle Elum	[1]	6.0%	6.0%	1 & 3
Spokane	Spokane	[1]	6.0%	6.382%	2 & 3
Spokane Valley	Spokane Valley	[1]	6.0%	6.0%	1 & 3
Stanwood	Stanwood	[1]	6.0%	6.0%	1
Steilacoom	Tacoma	[1]	6.0%	6.0%	1 & 3
Sumner[2]	Sumner	[1]	5.25%	5.25%	1
Sumas	Sumas	[1]	6.0%	6.382%	2&3
Tacoma	Tacoma	[1]	6.0%	6.382%	2 & 3
Town of Clyde Hill	Bellevue	[1]	6.0%(I)	6.0%(I)	1 & 3
Town of Hunts Point	Bellevue	[1]	6.0%	6.0%	4
Town of Yarrow Point	Bellevue	[1]	5.0%	5.0%	4
Tukwila	Tukwila	[1]	6.0%	6.382%	2 & 3
Tumwater	Olympia	[1]	6.0%	6.0%	1 & 3

[1] Occupation

[2] Limits the tax to \$750.00 per customer, per month.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.6 SPECIAL TAXES, FEES AND CHARGES

C. Tax Rates (Cont'd)

MUNICIPALITY OR TAX JURISDICTION	EXCHANGE	KIND OF TAX	RATE	EFFECTIVE TAX RATE FOR BILLING	APPLICABLE CONDITION(S)	
Union Gap	Yakima	[1]	6.0%	6.0%	1 & 3	(M)
University Place	University Place	[1]	6.0%	6.382%	2 & 3	(M)
Vader	Vader	[1]	6.0%	6.382%	2 & 3	
Vancouver	Vancouver	[1]	6.0%	6.0%	1 & 3	
Waitsburg	Waitsburg	[1]	6.0%	6.0%	1	
Walla Walla[2]	Walla Walla	[1]	6.0%	6.0%	1 & 3	
Warden[3]	Warden	[1]	6.0%	6.0%	1 & 3	
Washougal	Washougal	[1]	6.0%	6.0%	1 & 3	
Waterville	Waterville	[1]	6.0%	6.0%	1 & 3	
Wilbur	Wilbur	[1]	6.0%	6.0%	1 & 3	
Wilkenson	Buckley	[1]	5.0%	5.0%	1 & 3	
Winlock	Winlock	[1]	6.0%	6.382%	2 & 3	
Woodinville	Bothell	[1]	4.0%	4.166%	2 & 3	
Yakima[4]	Yakima	[1]	6.0%	6.0%	1	

[1] Occupation.

[2] Not less than \$1,000.00 per year.

[3] Ordinance states that the tax rate (billing rate) for B.3., preceding, shall not apply to the monthly billing which exceeds \$2,000.00 in revenue to any person.

[4] Applies to the first \$500.00 of taxable revenue, per customer, per month.

(M) Material moved from Sheet 73.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.7 EMERGENCY MEASURES IN CASE OF DISASTER

In the event of a disaster caused by enemy attack, by riot, insurrection, or other civil disaster, or by fire, flood, storm, earthquake or other natural causes, the Company shall take emergency measures with respect to its service as shall be ordered or directed by the Washington Utilities and Transportation Commission. In the absence of an order or direction by the Commission, the Company may take whatever emergency measures as it may within its discretion deem necessary in the public interest for all essential users. In the event that emergency measures are initiated by the Company in the absence of an order or direction by the Commission, the Company shall, wherever practicable, notify the Commission in advance of the action which it proposes to take. Any action thus proposed by the Company shall be subject to review by the Commission. Should conditions make advance notification impracticable, the Company shall notify the Commission of the emergency action which it has taken as soon as possible thereafter.

As restoration becomes possible for a service which has been discontinued pursuant to any of the emergency measures taken in accordance with this regulation, the priority of such restoration shall be determined as specified in WAC 480-120-412.

(C)
(C)

All services furnished by the Company except those covered by the rules for Telecommunications Service Priority as set forth in Section 13 of the Access Service Tariff, should be subject to this regulation. The Company shall in no event be liable for any damage resulting from measures taken in accordance with this regulation except in the case of willful misconduct.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.8 REGULATED NETWORK FACILITY TERMINATIONS

2.8.1 INTRA-PREMISES NETWORK CABLE AND WIRE

A. Description

Intra-Premises Network Cable and Wire (IPNCAW) is the portion of the exchange access line circuit that commences at the Minimum Point Of Entry (MPOE) up to and including the Standard Network Interface (SNI). It includes wiring enclosures, house and riser cable, the protector, 66 blocks, etc.

In single tenant/occupant buildings, (those housing only one customer of record for Qwest Corporation services), this IPNCAW extends from the MPOE to a point 12" or as close as is technically feasible within the customer's premises. (In no instance will the SNI be located more than 12" or as close as is technically feasible from the Company protector.) In multi-tenant buildings (those housing multiple customers of record for Company services), this IPNCAW extends from the MPOE to the Demarcation Point designated by the building or property owner, but in no case shall the IPNCAW extend beyond 12" or as close as is technically feasible within each customer's (tenant's) occupied space/unit.

IPNCAW is included as part of the exchange access line circuit (see Section 5) between a Company switching center and the Demarcation Point.

B. Terms and Conditions

1. Where intra-premises network cable and wire currently exist, building owners can relocate the Demarcation Point (as outlined below) toward the MPOE from its present location at any time. Upon relocation of the Demarcation Point, all Company facilities on the customer side of the Demarcation Point shall be vacated by the Company and management and maintenance of the Inside Wire shall become the responsibility of the building owner. The customer will not need to purchase the existing facilities on the customer side of the demarcation, unless facilities were placed after the effective date of this tariff, pursuant to B.2., following. Regulated time and material charges will apply for the work associated with the relocation of the demarcation to a new location.

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B. Terms and Conditions (Cont'd)

2. If the building owner requests the Demarcation Point(s) in a multi-tenant premises be moved toward the MPOE, and the premises is served by Company provided IPNCAW installed after August 25, 1994, the IPNCAW will be purchased by the building owner, removed and/or disabled at the building owner's expense. If the building owner chooses to purchase the IPNCAW within the first year after which it was installed, the price will be based on the original engineered, furnished and installed cost to the Company. Purchases subsequent to the first year will be based on the IPNCAW net book value of the specific cable.
3. Where customer owned network cable and wire currently exist, current building owners may relocate the Demarcation Point from the MPOE further within the premises, thereby extending regulated Company facilities (IPNCAW) further within the premises. When such relocation occurs and the premises facilities need to be reinforced or replaced to satisfy Company and/or industry standards, time and material charges will apply for the work associated with the relocation of the Demarcation Point when the building owner elects to have the Company perform the work. In the case of a single tenant building, the building owner must still meet the requirements of condition 4., below.
4. Single Tenant/Occupant Buildings
 - a. For each single tenant/occupant building the Company shall terminate service at the point of entry into the property or building, at the lowest common serving point as determined by the Company. (C)
|
(C)
 - b. The building owner/tenant shall provide, maintain and manage their own Inside Wire beyond the SNI or may hire a provider of such services to do so on their behalf.

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B.4. (Cont'd)

- c. If IPNCAW was installed prior to July 1, 1993, and the protector is located beyond 12" of the location of the regulated telephone facilities entrance into the building, the Company will continue to provide service at regulated expense for existing access exchange service to an established Demarcation Point within 12" (or as close as is technically feasible) of the existing protector.

5. Multi-Tenant/Occupant Buildings

- a. For each multi-tenant/occupant building the Company shall terminate service at the point of entry into the property or building, at the lowest common serving point as determined by the Company. At this serving point the Company shall establish the SNI. (D)
(T)
- b. The property/building owner shall maintain and manage Inside Wire to each individual customer premises/unit. (T)
- c. The property/building owner shall provide the necessary structure and space, as defined by the Company, to terminate facilities at the lowest common serving point. (C)
(C)
- d. For multi-tenant/occupant buildings constructed on continuous property, such as, but not limited to, shopping centers, condominiums, industrial parks, office buildings multi-use buildings, and campuses, the Company shall establish a single main demarcation point. Where feasible, one or more alternate demarcation points may be placed or reinforced by the Company at the request of the customer or property owner. Charges will be applied to cover additional cost of placing or reinforcing alternate demarcation points. The property owner or customer is responsible for service on the customer side of the demarcation point. (N)

(N)

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B. Terms and Conditions (Cont'd)

- 6. All IPNCAW facilities will be managed and maintained by the Company.
- 7. The Company may utilize wiring originally placed by the building owner to furnish regulated service to customers when such wire meets industry and/or Company standards. The Company shall have no obligation to use wire which does not meet industry and/or Company standards. When the Company is required to furnish regulated services to customers and the building owner agrees to make the wire originally placed by the building owner available for provision of these services, the Company will retain the right to the exclusive use, control and maintenance of only the wires used to provide regulated services for as long as regulated service is provided by the Company. At such time the Company uses wire to provide regulated services; these wires shall be deemed IPNCAW. When the IPNCAW is no longer required to provision regulated service, these wires shall be deemed Inside Wire. The building owner will resume maintenance and administrative responsibility of the Inside Wire.
- 8. Property/building owners may request placement of Inside Wire beyond the SNI by the Company. Such wire will be provided under deregulated time and material charges.

(T)
(D)
(T)(M)
(T)
(T)
(T)
(M)

(M) Material moved from Sheet 81.

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2.12 NATURAL DISASTER RELIEF FOR CUSTOMERS

In situations where customers' telecommunications services are interrupted by natural disasters, the Company may offer alternative telecommunications services to customers in the immediate affected area, and waive otherwise applicable charges for those services. The availability and details of the offers, including, but not limited to, the maximum duration of the offer or waiver of any applicable charges, will be determined by the Company in each instance of natural disaster.

(D)
(M)

(M)

(M) Material moved from Sheet 81.

