

February 28, 2014

### Via Electronic Filing

Mr. Steven V. King, Executive Director and Secretary Washington Utilities and Transportation Commission P.O. Box 47250
1300 S. Evergreen Park Drive SW Olympia, WA 98504-7250

RE: Advice No. WA COW 14-03 for CenturyTel of Cowiche, Inc. d/b/a CenturyLink

Dear Mr. King:

Enclosed for filing please find CenturyTel of Cowiche, Inc. d/b/a CenturyLink Tariff WN U-4. This filing is submitted with a proposed effective date of April 1, 2014. This tariff will replace WN U-3 in its entirety. This filing is in compliance with the Stipulated Plan for Alternative Form of Regulation (AFOR) in Docket No. UT-130477 and the services in the new tariff are:

- 1. Exchange Areas, Local Calling Areas, and Maps
- 2. Washington Telephone Assistance Program (WTAP)
- 3. Tribal Lifeline and Tribal Link-up
- 4. Basic and Enhanced Universal Emergency Number Services (911/E-911)

The following changes were made to the new tariff:

- 1. Tariff sheet headings were revised to reflect the new tariff number, WN U-4, pursuant to WAC 480-80-101.
- 2. Each tariff sheet is shown as an Original Sheet;
- 3. Renumbering of the tariff sequentially by each tariff section;
- 4. Revised tariff section references within the body of the tariff due to the renumbering of various sections; and
- 5. Revised Index and Table of Contents to reflect new section numbers and tariff sheet numbers.

All other terms and conditions, service descriptions and rates which were found previously in WN U-3 will be moved to CenturyTel of Cowiche, Inc. d/b/a CenturyLink's *Local Terms of Service* document which will be located at <a href="https://www.centurylink.com/tariffs">www.centurylink.com/tariffs</a>, as of April 1, 2014.

I, Debra Levy, in compliance with WAC 480-80-121, certify that I have authority to issue tariff revisions on behalf of CenturyTel of Cowiche, Inc. d/b/a CenturyLink. Please feel free to contact me or Mark Reynolds at 206-345-1568 if you have any questions regarding this filing.

Sincerely

Debra Levy

**Enclosures** 

pc: Lisa Anderl Mark Reynolds John Felz

WA COW 14-03

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## THIS TARIFF WN U-4 REPLACES IN ENTIRETY WN U-3 PREVIOUSLY IN EFFECT

AND IS ISSUED FOR THE PURPOSE OF

NAMING RATES

FOR

CENTURYTEL OF COWICHE, INC.

d/b/a CENTURYLINK

**TELEPHONE SERVICE** 

 $\mathsf{AT}$ 

COWICHE, TIETON, RIMROCK (INCLUDES WHITE PASS)

AND VICINITY

AND

CONTAINING RULES AND REGULATIONS

**GOVERNING SERVICE** 

WN U-4 CenturyTel of Cowiche, Inc. d/b/a CenturyLink

## **PREFACE**

Original Sheet 1

Effective: April 1, 2014

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### **SYMBOLS**

Symbols are used to indicate the purpose and effect of all tariff material submitted to the Commission. They appear on the right hand side of the text to which they apply and within the lined margin of the sheet.

Symbol	<u>Definition</u>
(C)	Signifies a changed rule or condition the meaning or concept is changed.
(D)	Signifies a discontinued rate, regulation or condition.
(I)	Signifies an increased rate.
(K)	Signifies material has been transferred to another sheet or place in the tariff.
(M)	Signifies material has been transferred from another sheet or place in the tariff
(N)	Signifies a new rate, regulation, condition or sheet.
(O)	Signifies no change.*
(R)	Signifies a reduced rate.
(T)	Signifies a change in text for clarification such things as spelling corrections and rewording for clarification fall into this category.

<sup>\*</sup> The use of the symbol "O" is discretionary unless its use in the interest of clarity is evident or specifically requested by the Commission.

## TRADEMARKS AND SERVICE MARKS USED IN THIS TARIFF

Below is a list of trademarks which may be used in this Tariff. These designations will not be listed hereafter in the Tariff. However, the laws regarding trademarks and service marks will still apply. Trademarks that are owned by CenturyLink cannot be used by another party without authorization.

## **CENTURYLINK®**

SECTION 1

Original Contents Sheet 1

# **EXCHANGES AND EXTENDED AREA SERVICE (EAS)**

## **TABLE OF CONTENTS**

<u>SUBJECT</u> <u>SHEET NO.</u>

EXCHANGES AND EXTENDED AREA SERVICE (EAS)

1

Effective: April 1, 2014

### EXCHANGES AND EXTENDED AREA SERVICE (EAS)

## A. <u>EXCHANGES AND EXTENDED AREA SERVICE (EAS)</u>

Whereas Local Service contemplates telephone service within one exchange, certain exchanges exist in which the local service is extended to a contiguous exchange(s), allowing calls between exchanges without the application of toll charges.

## 1. GENERAL

Extended Area Service (EAS) is available for the routes listed below.

Exchange EAS Exchange(s)

Cowiche Rimrock (includes White Pass), Tieton, Yakima Tieton Cowiche, Rimrock (includes White Pass), Yakima

Rimrock (incl. White Pass) Cowiche, Tieton, Yakima

Advice No. WA COW 14-03 Issued By CenturyTel of Cowiche, Inc. d/b/a CenturyLink

## **TELEPHONE ASSISTANCE PROGRAMS**

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## TELEPHONE ASSISTANCE PROGRAMS

#### A. WASHINGTON TELEPHONE ASSISTANCE PROGRAM

#### 1. Description

The Washington Telephone Assistance Program (WTAP) is designed to help low income households afford access to local exchange telephone service. The program is only available to customers who meet eligibility requirements established by statute.

Residents of Tribal Lands not qualified based on the preceding requirements, may qualify for the Federal Lifeline discounts per conditions in C. following.

#### 2. Terms and Conditions

- a. Certain qualifying residential customers are eligible for service under WTAP. See the appropriate section of the Washington Administrative Code (WAC) 388-273. If eligible, the program includes the following:
  - Single party, voice grade access to the Public Switched Network
  - Access to emergency service (e.g., 911, E911)
  - Access to operator services
  - Access to interexchange services, unless toll blocking is chosen
  - Access to directory assistance
  - Toll restriction services
- b. Effective August 1, 2012, the federally funded monthly reduction off local exchange telephone service is \$9.25 for qualified customers. When combined with any applicable state program credits, eligible applicants will receive a discount sufficient to reduce the monthly rate for the lowest available grade of flat rate local exchange telephone service to \$8.00 inclusive of the FCC's End User Access charge.
- c. Deposit requirements do not apply to WTAP customers if call restriction (toll blocking) is employed.
- d. A 50% reduction in the installation charges associated with installing the access line (up to \$22.00).

#### TELEPHONE ASSISTANCE PROGRAMS

#### B. TRIBAL LIFELINE

Additional federal Lifeline support of up to \$25.00 is available for residents of Tribal Lands.
 Tribal Lands are defined as lands adjacent or contiguous to reservations that generally have been considered tribal lands for purposes of other federal programs targeted to federally recognized Indian tribes.

Designated counties are as follows: Clallam, Cowlitz, Douglas, Ferry, Grant, Grays Harbor, Jefferson, King, Kitsap, Klickitat, Lewis, Lincoln, Mason, Pacific, Pend Oreille, Pierce, Okanogan, Skagit, Skamania, Snohomish, Spokane, Stevens, Thurston, Whatcom, and Yakima and the cities of Asotin, Clarkston, Ellensburg, Hoquiam and Wenatchee.

- 2. Residents of Tribal Lands who qualify for Lifeline based on the requirements listed in Section A.2.a. preceding are eligible for the additional Tribal Lifeline support. Residents of Tribal Lands who do not meet those requirements are eligible for Tribal Lifeline support if they participate in one of the following programs:
  - Medicaid
  - Supplemental Nutrition Assistance Program (SNAP)
  - Supplemental Security Income (SSI)
  - Federal Public Housing Assistance or Section 8
  - Low-Income Home Energy Assistance Program (LIHEAP)
  - Temporary Assistance for Needy Families (TANF)
  - Bureau of Indian Affairs (BIA) general assistance program
  - Tribally administered Temporary Assistance for Needy Families (TANF)
  - Head Start programs (under income qualifying eligibility provision only)
  - National School Lunch Program's free lunch program
  - Food Distribution Program on Indian Reservations

Residents of Tribal Lands are also eligible for Tribal Lifeline support when the household income of the named subscriber to the local telecommunications service is at or below 135% of the Federal Poverty Guidelines.

- 3. The following applies for those eligible residents of Tribal Lands who qualify only for Tribal Lifeline support. The Company must obtain the customer's signature on a document in which the eligible customer certifies, under penalty of perjury, that such customer receives benefits from at least one of the programs mentioned above, and lives on or near a reservation. In addition to identifying the program or programs from which that customer receives benefits, the customer must also agree to notify the Company if that customer ceases to participate in the qualifying program or programs.
- 4. The Tribal Lifeline support applies to local residential access line service, including any mileage, zonal, or other nondiscretionary charges associated with basic residential service. However the reduction may not bring the basic local residential rate below \$1.00 per month.

**SECTION 2** 

Original Sheet 3

Effective: April 1, 2014

#### TELEPHONE ASSISTANCE PROGRAMS

#### C. TRIBAL LINK UP

Beginning April 1, 2012, non-Tribal Lifeline customers are no longer eligible for Link Up support. Also, beginning April 1, 2012, eligible residents of Federal Tribal Lands may receive Link Up support to cover 100% of the customary charges up to \$100 in connection with commencing telecommunications service to the qualifying customer's principal place of residence on Tribal Lands. Tribal Link Up applies to qualifying low-income residence customers of the Company who apply for basic residential service and who meet the eligibility criteria established by the Federal Communications Commission. The customer may defer payment on up to \$200 of the above charges without interest for a period not to exceed one year. The deferred charges do not include the deposit if required.

An eligible resident of Tribal Lands may receive the benefit of the Tribal Link Up program for a second or subsequent time only for otherwise qualifying commencement of telecommunications service at a principal place of residence with an address different from the address for which Tribal Link Up assistance was provided previously.

# 9-1-1 SERVICE FOR YAKIMA COUNTY

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#### 9-1-1 SERVICE FOR YAKIMA COUNTY

#### A. 9-1-1 SERVICE FOR YAKIMA COUNTY

#### DESCRIPTION

9-1-1 is the three-digit telephone number designated throughout the United States of America as the emergency telephone number to be used by the public to obtain Law enforcement, medical, fire, rescue, and other emergency services.

The 9-1-1 Service available under this tariff is available in the territory served by the Company as described in Section 1.

#### 2. DEFINITIONS

The definitions contained herein are in addition to the definitions set forth elsewhere in this tariff, which are hereby incorporated by reference. If there is any conflict in the definitions, the definitions set forth below shall control.

#### 9-1-1

A three digit telephone number to facilitate the reporting of an incident or situation requiring response by a public safety agency.

#### 9-1-1 ENHANCED SERVICE

9-1-1 Enhanced Service is 9-1-1 Service which includes ANI, Automatic Line Identification (ALI), and either Non-Selective Routing or Selective Routing.

## <u>9-1-1 SERVICE</u>

The 9-1-1 Service offered by the Company is 9-1-1 Enhanced Service.

#### 9-1-1 SERVICE AREA

The geographic area in which the customer will respond to all 9-1-1 calls and dispatch appropriate emergency assistance.

#### 9-1-1 SERVICE LINE

A facility or facilities connecting a PSAP to its Serving Central Office.

## 9-1-1 TRANSPORT

A dedicated circuit between central offices or between the Company's CO and the facilities of another LEC serving the PSAP for the provision of 9-1-1 service.

## 9-1-1 TRANSPORT TERMINATION

A connection at each end of the 9-1-1 Transport.

#### 9-1-1 SERVICE FOR YAKIMA COUNTY

#### A. 9-1-1 SERVICE FOR YAKIMA COUNTY (Continued)

#### 2. DEFINITIONS (Continued)

## **AUTOMATIC LOCATION IDENTIFICATION (ALI)**

The automatic display at the PSAP of the caller's telephone number, the service address or the telephone line and supplementary information.

### **AUTOMATIC LOCATION IDENTIFICATION RECORDS**

The telephone number, the service address for the telephone line, and Emergency Service Number (ESN), and supplementary information for display at a PSAP.

#### AUTOMATIC LOCATION IDENTIFICATION STORAGE/RETRIEVAL

Equipment and software used to store and retrieve ALI records.

## **AUTOMATIC NUMBER IDENTIFICATION (ANI)**

The feature by which the calling party's telephone number is forwarded to the customer's premises equipment for display.

#### **CALLER**

An individual who places a 9-1-1 call in an effort to request assistance of a public safety nature.

## **CENTRAL OFFICE (CO)**

A Company facility that houses the switching and trunking equipment serving telephones in a defined area.

#### **CODE RECOGNITION**

Enables a Central Office to accept 9-1-1 calls and direct them to 9-1-1 Transport.

## **COMPANY**

#### CENTURYTEL of COWICHE

#### **CUSTOMER**

Governmental unit or other entity authorized to receive and process 9-1-1 calls.

#### <u>CUSTOMER PREMISES EQUIPMENT (CPE)</u>

Terminal equipment at the PSAP.

#### 9-1-1 SERVICE FOR YAKIMA COUNTY

#### A. 9-1-1 SERVICE FOR YAKIMA COUNTY (Continued)

#### 2. DEFINITIONS (Continued)

## **DATA BASE**

A collection of information organized in a computer to facilitate rapid search and retrieval. Data Bases include ALI, Master Street Address Guide (MSAG), Emergency Service Number (ESN), and subscriber line data.

## **DATA MANAGEMENT SYSTEM (DMS)**

The combination of manual procedures and computer programs used to create, store, manipulate, and update data required to provide selective routing and ALI.

#### DEDICATED CIRCUIT

A telephone circuit used for one purpose only; e.g. transmission of 9-1-1 calls.

#### **DEFAULT ROUTING**

The capability to route\_a 9-1-1 call to a designated (default) PSAP when the incoming 9-1-1 call cannot be selectively routed due to an ANI failure, unreadable digits or other cause.

## **DIVERSE ROUTING**

The practice of routing calls through different circuit paths in an effort to prevent total loss of the 9-1-1 Service in the event an individual circuit is disabled.

#### **EMERGENCY SERVICE NUMBER (ESN)**

A number used in the DMS to designate the public safety agencies responsible for service to the location of each telephone number in a 9-1-1 service area, for the purpose of determining call routing.

## **END OFFICE**

A central office which receives originating 9-1-1 calls.

#### **EXCHANGE**

A defined area, served by one or more telephone central offices, within which the Company furnishes services.

#### 9-1-1 SERVICE FOR YAKIMA COUNTY

#### A. 9-1-1 SERVICE FOR YAKIMA COUNTY (Continued)

#### 2. DEFINITIONS (Continued)

## **INDIVIDUAL CASE BASIS (ICB)**

A condition in which regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

#### LEC

Local Exchange Telecommunications Company.

## MASTER STREET ADDRESS GUIDE (MSAG)

A data base of street names and address ranges within their associated postal communities defining 9-1-1 service areas for 9-1-1 Enhanced Service.

## **NON-SELECTIVE ROUTING**

The capability of routing 9-1-1 calls by the use of the NXX or trunk group.

#### NXX

The first three digits of a local telephone number that identifies the central office switching location with in its area code.

## P.01 GRADE OF SERVICE

A measure of emergency telephone service in which no more than one call in 100 attempts will receive a busy signal during the average busiest hour.

#### **PSAP ATTENDANT**

A person responsible for answering incoming 9-1-1 calls at a PSAP, determining the action to be taken, and executing the PSAP'S procedures in the disposition of such calls.

#### PUBLIC SAFETY ANSWERING POINT (PSAP)

A facility equipped and staffed to receive 9-1-1 calls. A primary PSAP receives the calls directly. A secondary PSAP receives the 9-1-1 calls that are relayed or transferred from the Primary PSAP.

#### 9-1-1 SERVICE FOR YAKIMA COUNTY

#### A. 9-1-1 SERVICE FOR YAKIMA COUNTY (Continued)

#### 2. DEFINITIONS (Continued)

## **REVERSE SEARCH**

A query of the ALI database initiated at the PSAP to electronically obtain the ALI data associated with a known telephone number for purposes of handling an emergency call when that telephone number is not directly connected to the PSAP. It can also be used for an ANI failure on a telephone line that is connected to the PSAP.

#### **SELECTIVE ROUTING**

The capability of routing a 9-1-1 call to a designated PSAP based upon the location stored in a selective routing table based upon information stored in the ALI record.

## SERVING CENTRAL OFFICE

The central office (CO) from which a PSAP is served.

#### **SUBSCRIBER**

A person or business that orders access line service from a telephone company.

## SUBSCRIBER LINE DATA

The telephone number, service address for telephone line, and supplementary information for a subscriber for development and maintenance of ALI and MSAG.

#### 3. CONDITIONS

- a. The Company shall not be required to provide 9-1-1 Service to less than an entire Central Office serving area.
- b. The Company does not answer and/or forward 9-1-1 calls. The Company furnishes the use of its facilities to enable the customer's personnel to receive such call.
- c. The Company does not have a Serving Central Office. As a result, the Company does not provide Default Routing or Selective Routing.
- d. There will be no charge to the calling party by the Company for originating a 9-1-1 call.
- e. The calling party forfeits any privacy rights afforded by a non-published or non-listed service when placing a 9-l-1 call.

#### 9-1-1 SERVICE FOR YAKIMA COUNTY

### A. 9-1-1 SERVICE FOR YAKIMA COUNTY (Continued)

#### 3. CONDITIONS (Continued)

- f. If a 9-1-1 call is originated via a telecommunications company other than the Company or by any other Non-Company source such as an alternative operator provider, shared service provider, or by a cellular provider or any other radio based source (whether provided by the Company or not) the completeness and accuracy of the ANI and ALI information, forwarded cannot be and will not be assured.
- g. The Company's 9-l-1 Service is limited to the transport of a 9-1-1 call from a caller to connection with the facilities of another LEC which transports the 9-1-1 call to PSAP.
- h. 9-1-1 Service is restricted to one-way service from the Company's CO to the facilities of another LEC. If the customer desires dedicated facilities from its PSAP to a response agency (Police, Fire, Emergency Medical, etc.) located in the Company's service territory, the customer must purchase those facilities out of the Company's special access tariff.
- i. Rates charged for 9-1-1 Service include normal monitoring of 9-1-1 dedicated facilities to discover errors, defects and malfunctions in the network, but do not include any additional monitoring. If available, the Company may provide additional inspection and monitoring of facilities for an additional charge upon customer request.
- j. Options for Diverse Routing will be reviewed at the time 9-1-1 Service is ordered and also at the annual anniversary of the provision of 9-1-1 Service. The Customer shall purchase sufficient facilities to allow a minimum level of Diverse Routing. Additional charges for Diverse Routing shall apply on an Individual Case Basis (ICB).
- k. The Company will build and maintain the MSAG file in concert with customer; utilizing standard service addresses (i.e. house numbers, street names, and postal communities).
- I. The rates and charges for 9-1-1 Service elements are based upon utilizing standard service addresses (i.e. house numbers, street names, and postal communities) in populating the DMS (Data Management System). The use of addressing which is not in this format will be at a price established on an Individual Case Basis (ICB).
- m. Routine MSAG changes will be made within two business days of receipt. Special or large volume changes and annexations may require more than two business days. Charges for customer-initiated changes and rearrangement affecting the subscriber's service address and ALI database records (e.g., street name and number changes, emergency services zone and name change, jurisdictional boundary changes and rearrangements, etc.) other than those processed in normal updates, will be based upon the actual cost for such changes and rearrangements. In such cases a valid comparative listing of changes must be supplied by the customer providing direct and individual references to existing designations.

### 9-1-1 SERVICE FOR YAKIMA COUNTY

#### A. 9-1-1 SERVICE FOR YAKIMA COUNTY (Continued)

#### 3. CONDITIONS (Continued)

- n. The Company will maintain a table of Emergency Service Numbers (ESN). Customer requested changes to the ESN will be charged at actual cost.
- o. The maintenance of the ALI database, as well as the 9-1-1 call routing, for those telephone accounts in locations outside of their normal central office serving territory will require special procedures and will be provided at actual cost. Telephone lines terminated in locations outside of their central office territory may not be able to be service by normal 9-1-1 routing or ALI records. The Company will determine how this will be handled and advise the customer.
- p. The customer will process all 9-1-1 calls 24 hours per day, seven days per week, 52 weeks per year, that come in from the Company's facilities whether or not a specific 9-1-1 call is outside the customer's jurisdiction.
- q. The 9-1-1 Service is not a replacement for a telephone number of the PSAP. The PSAP will have at least one 7-digit unlisted and one 7-digit listed number, each available 24 hours a day, for a total of two 7-digit numbers.
- r. Customer will make application for 9-1-1 service in writing. The customer or agent for the customer must provide satisfactory proof of appointment. 9-1-1 jurisdictional disputes between municipalities and/or counties and resolutions thereof are between the municipalities and/or counties and shall not be the responsibility of the Company.
- s. A PSAP may only reverse search the automatic location identification (ALI) database to secure information about lines from which 9-1-1 calls have been placed but the connection has been lost and to the extent authorized by WAC 480-120-452 as now enacted or hereafter amended.
- t. Reverse search shall not be used for criminal or legal investigations or other nonemergency purposes.
- The customer must purchase 9-1-1 service elements contained within the tariff sufficient to maintain a P.01 grade of service. A minimum of two circuits is required between each Central Office and the Serving Central Office.
- v. Prior to dispatch, the PSAP attendant dispatcher will attempt to obtain the location of the incident from the caller. The address information maintained by the Company may not be the actual location of the caller's need.
- w. CPE must be compatible with the service furnished by the Company and the interface standards of the Company. The Company's interface standard will be furnished to a customer upon request.

#### 9-1-1 SERVICE FOR YAKIMA COUNTY

#### A. 9-1-1 SERVICE FOR YAKIMA COUNTY (Continued)

#### 3. CONDITIONS (Continued)

- x. The Company or customer shall each notify the other in the event one finds that the 9-1-1 Service is not functioning properly.
- y. The customer shall be billed monthly for payment of recurring charges in advance. The customer shall be billed for non-recurring charges after they have been incurred. Payments shall be made at the office of the Company or to an authorized collector of the Company. All bills are due and payable upon presentation and delinquent if not paid within 15 from presentation. Late payments shall bear interest at one percent per month, pro-rated to date of payment.
- z. 9-1-1 Service shall be temporarily interrupted for CO upgrades or updates. The Company shall try to keep such interruptions to a minimum.
- aa. For calls placed to a PSAP from off-premise stations behind business systems, where ANI is provided, it may provide the identity of the primary telephone service billing or lead number.

#### 4. LIABILITY

- a. The Company, and its directors, officers, employees and agents, shall not be liable for civil damages caused by an act or omission of the Company, its employees or agents in the:
  - (1) Good-faith release of information not in the public record, including unpublished or unlisted subscriber information to emergency service providers responding to calls placed to a 9-1-1 Service, or
  - (2) Design, development, installation, implementation, maintenance or provision of 9-1-1 Service other than an act or omission constituting gross negligence or want on or willful misconduct.
- b. The Company's liability for civil damages to the customer or any person for interruption or failure of 9-1-1 Service shall be limited by the terms set forth in this section and in any sections of other tariffs which apply to the provision of 9-1-1 Service (or components thereof) by the Company.

#### 9-1-1 SERVICE FOR YAKIMA COUNTY

### A. 9-1-1 SERVICE FOR YAKIMA COUNTY (Continued)

#### 4. LIABILITY (Continued)

- c. The Company, and its directors, officers, employees and agents, shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation or other entity for any loss or damage caused by an act or omission of the Company, its directors, officers, employees and agents in the design, development, installation, testing, maintenance, supervision or provision of 9-1-1 Service other than an act or omission constituting gross negligence or wanton or willful misconduct. Except for gross negligence and/or wanton or willful misconduct, the Company's liability to any person, corporation or other entity for any loss or damage shall not exceed an amount equal to the prorated portion of the Company's applicable rates for the 9-1-1 Service or facilities provided by the Company to the customer for the time such interruption to service or facilities continues, after notice by the customer to the Company. No allowance shall be made if the interruption is due to the negligence, gross negligence and/or wanton or willful misconduct of the customer.
- d. The Company, and its directors, officers, employees and agents, shall not be liable or responsible for any damage arising from any cause whatsoever or any indirect, incidental or consequential damages associated with the provision of the 9-1-1 Service when any 9-1-1 call originates from a system or line which makes the provision of specific location information, impossible to provide for technical reasons. These technical reasons can include, but are not limited to, technical inability to provide subscriber line data or ANI associated with multi-party lines, off-premise extensions or private telecommunications services, such as PBX's or shared tenant services, or calls originating form an interexchange carrier or another telecommunications company, or over Centrex lines or customer extended lines, or calls originating from cellular or other radio-based communications systems.
- e. The Company accepts no responsibility for obtaining subscriber record information from private telecommunications systems, such as PBX's or shared tenant services, except to the extent that such information is provided to the Company by the person or entity owning or managing such private telecommunications system and being the Company's subscriber of record with respect thereto. Where applicable to the type of 9-1-1 Service being provided, the Company will integrate any records furnished to it by such subscriber in a Company-standard format for inclusion in a 9-1-1 database. However, by doing so, the Company makes no representation or warranty regarding the accuracy of the data provided to it by such subscriber and shall not be liable or responsible to any person, corporation or other entity for any damages, of whatever nature or description, arising from or related to any inaccuracy or incompleteness of such data or for any indirect, incidental or consequential damages associated with the provision, of this data or the inclusion of such data in any 9-1-1 database.

#### 9-1-1 SERVICE FOR YAKIMA COUNTY

#### A. 9-1-1 SERVICE FOR YAKIMA COUNTY (Continued)

#### 4. LIABILITY (Continued)

- f. The Company, and its directors, officers, employees and agents, shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of 9-1-1 Service when there is a failure of or interruption in 9-1-1 Service due to the attachment of any equipment by a customer or subscriber to Company facilities or a failure of or interruption in any facilities provided by any person or entity other than the Company.
- g. Except for Company acts or omissions constituting gross negligence or wanton or willful misconduct, the Company, and its directors, officers, employees and agents, shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects or data errors in transmission or service caused or contributed to by the negligence or willful act of any person other than the Company, or arising from the use of customerprovided facilities or equipment or the facilities of another telecommunications company.
- h. Except for Company acts or omissions constituting gross negligence or wanton or willful neglect, the Company, and its directors, officers, employees and agents, shall not be liable or responsible for any indirect, incidental or consequential damages associated with the provision of 9-1-1 Service or any component thereof. The rates at which 9-1-1 Service, and the components thereof, are provided have been established expressly in reliance upon this limitation of liability.
- i. 9-1-1 Service (and the components thereof) is provided solely for the benefit of the PSAP. The provision of 9-1-1 Service by the Company shall not be interpreted, construed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligations toward any person or legal entity other than the customer. The Company's tort liability, if any, to any third party shall be limited to instances in which the Company's conduct constitutes gross negligence or wanton or willful misconduct.
- j. In the event that any portion of this Section (Liability) is determined by any court or other lawful authority to be unlawful, then such portion shall be deemed reformed to the minimum extent necessary to cure its unlawfulness, and the remainder of this Section (Liability), together with the portion so reformed, shall remain in full force and effect.

## 9-1-1 SERVICE FOR YAKIMA COUNTY

## A. 9-1-1 SERVICE FOR YAKIMA COUNTY (Continued)

## 5. RATES

		Non-Recurring	Recurring
a.	Code Recognition/ANI (1)	ICB	\$0.08
b.	9-1-1 Transport	(2)	(2)
c.	9-1-1 Transport Termination	(2)	(2)
d.	Subscriber Line Data/ALI Storage/Retrieval <sup>(1)</sup>	ICB	0.07

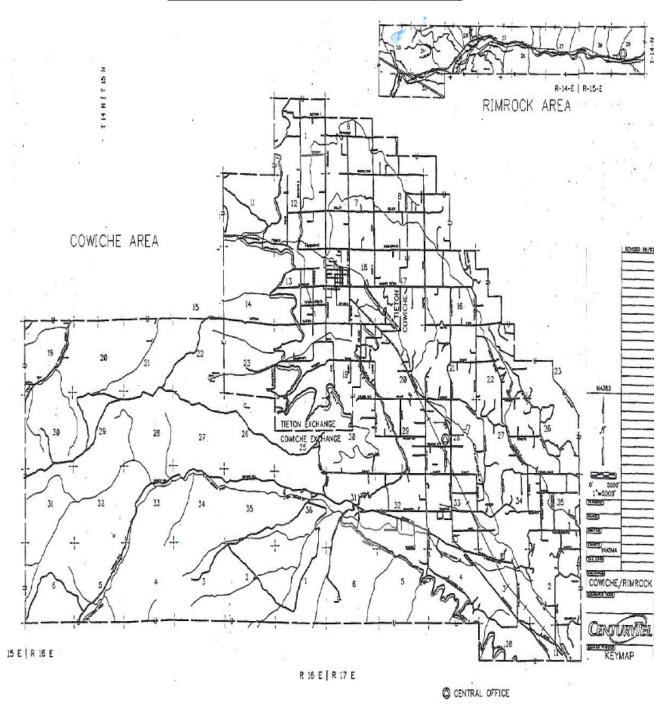
Price is per access line and will be assessed for the number of access lines in service on December 31st of the prior year.

These items are purchased from the Company's special access tariff, WN U-8, Section 6, and will change as that rate changes.

## MAPS OF EXCHANGE AREAS

## 1. MAPS OF EXCHANGE AREAS

## COWICHE, TIETON & RIMROCK (see Sheet M2)



# MAPS OF EXCHANGE AREAS

# 1. MAPS OF EXCHANGE AREAS - (Continued)

# RIMROCK (includes White Pass)

