

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

ARIZONA

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

OF

ANPI, LLC

This Tariff, filed with the Arizona Corporation Commission, contains the rates, terms and conditions applicable to the provision of competitive wholesale intrastate interexchange telecommunications services by ANPI, LLC, hereinafter referred to as the "Company", with its principal address at c/o Onvoy, LLC, 10300 6th Ave N, Plymouth, MN 55441. This Tariff is on file with the Arizona Corporation Commission and copies may be inspected during normal business hours at the Company's principal place of business.

Docket No. T-20947A-15-0405

Decision No. 75874

Issued Date: February 10, 2017

Effective Date: March 12, 2017

Michael Donahue
Chief Financial Officer
ANPI, LLC
c/o Onvoy, LLC, 10300 6th Ave N
Plymouth, MN 55441

APPROVED FOR FILING
DECISION NO. 75874

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom of each respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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* Indicates new page revision with this issue

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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ORIGINAL

ANPI, LLC

A.C.C. Tariff No. 2
Original Sheet No. 5

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Page No. 3 and Page No. 4 would be numbered Page No. 3.1.

Paragraph Numbering Sequence - There are nine levels of paragraph coding associated with this Tariff. Each level of coding is subservient to the next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)

Check Sheets - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the pages contained in the Tariff, with a cross reference to the current page number. When new pages are added, the check sheet is changed to reflect the revisions; all revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page, if these are the only changes made to it. The Tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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ANPI, LLC

A.C.C. Tariff No. 2
Original Sheet No. 6

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES

The Company agrees that it is responsible for complying with all applicable rules, regulations, and orders of the Arizona Corporation Commission and with Arizona laws. In the event of a conflict between any of ANPI, LLC's tariff provisions (including provisions governing the duty to defend, indemnification, hold harmless, and limitation of liability), and State of Arizona Law, State of Arizona Law shall prevail. Full Terms of Service are available on the Company's website at www.anpi.com.

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ANPI, LLC

A.C.C. Tariff No. 2
Original Page No. 7

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

1. APPLICATION OF TARIFF

- 1.1 This Tariff contains regulations, rates and charges applicable to the provision of competitive wholesale intrastate interexchange telecommunications services by ANPI, LLC hereinafter referred to as the "Company", with its principal address at c/o Onvoy, LLC, 10300 6th Ave N, Plymouth, MN 55441 for communications within the State of Arizona.
- 1.2 This service is available only to certified telecommunications carriers located throughout the State of Arizona.
- 1.3 When services and facilities are provided in part by the Company and in part by other Companies, the regulations of the Company apply to that portion of the service or facilities which it supplies.
- 1.4 The Company may, from time to time and in particular circumstances provide discounts or promotional offerings or otherwise waive or modify these general rates and regulations for potential customers, in conformance with this Tariff and the rules, regulations, and orders of the Commission.
- 1.5 In the event of a conflict between any of ANPI, LLC's tariff provisions (including provisions governing the duty to defend, indemnification, hold harmless, and limitation of liability), and State of Arizona law, state of Arizona law shall prevail.

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2. DEFINITIONS

The following definitions apply for certain terms used generally throughout this Tariff:

Commission: Arizona Corporation Commission

Company: ANPI, LLC

Exchange: A geographical area for the administration of telecommunications services established and described by the tariff of a telecommunications company providing basic local telecommunications service.

Facilities: All Company-owned or operated equipment and cable facilities used to provide telecommunications services.

Interexchange Service: Telecommunications service between points in two or more exchanges.

Network Interface: A point on a reseller's premises where the network service is electrically terminated. This physical interface, or demarcation point, is a standard registration jack or its equivalent which provides electrical isolation between the Company network and reseller premises services. This interface may be audio, video, and/or data originations or terminations designated appropriately on the Company provided equipment.

Premises: A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.

Reseller: The certified telecommunications carrier which contracts with the Company in order to receive telecommunications services from the Company.

Reseller Customer: The person, firm, corporation or other legal entity which contracts with the Reseller in order to receive telecommunications services from the Reseller.

Reseller-provided Terminal Equipment: Devices, apparatus and their associated wiring provided by a Reseller which is used with the network facilities or other equipment furnished by the Company.

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3. **PROVISION OF SERVICE**

The Company shall provide wholesale intrastate interexchange telecommunications service to Resellers which enter into a written contract with the Company specifying the services to be provided by the Company, the rates to be charged, and other terms and conditions of service. Certain general terms and conditions applicable to the provision of service by the Company are set forth in this Tariff. The Company will not provide services to any Reseller until a contract has been executed.

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4. OBLIGATIONS OF THE RESELLER**A. Conditions for Use**

Service may be used for the transmission of information of the Reseller provided that:

1. The Reseller has entered into a written contract with the Company;
2. The Reseller shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
3. The Reseller, upon request, shall furnish such information and access to its location(s) and/or Reseller Customer's locations(s) as may be required to permit the Company to provide service and to assure that the service arrangement is in accordance with the provisions of the Tariff and the contract entered into between the Reseller and the Company.
4. Reseller shall indemnify and hold the Company harmless for (i) any damages caused by any of Reseller's illegal acts in connection with its use of services; (ii) Reseller's breach of any obligation under its contract with Company or Reseller's infringement of any third party right arising from the use of any services, equipment and software not provided by Company; and (iii) any third party or end user claims, actions, damages, liabilities, costs, judgments or expenses (including attorney fees) arising out of or relating to Reseller's and/or Reseller's Customer's use, resale or reselling of the services.

B. General Obligations

The Reseller shall be responsible for:

1. Compliance with the terms and conditions contained in this Tariff or in the contract between the Reseller and the Company governing the service.
2. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Reseller or Reseller Customer's with the interface equipment provided and/or sanctioned by the Company.
3. Damage to, or destruction of, Facilities caused by negligence or willful act of the Reseller or Reseller Customer's or their agents.

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4. OBLIGATIONS OF THE RESELLER (Cont'd)

B. General Obligations (Cont'd)

- 4. Providing, maintaining and installing all terminal equipment on the Reseller premises side of the network interface. The Reseller shall ensure that the equipment does not cause electrical hazards to Company equipment, personnel or damage the Company-provided facilities or network terminating equipment. The Reseller-provided equipment shall meet applicable Federal Communications Department's Rules and Regulations and will allow for the testing of Company Facilities.
- 5. All actions or omissions of a person, firm or corporation appointed by the Reseller as its agent. Any limitations of an agent's authority shall not be binding on the Company.
- 6. Any breach of the terms and conditions contained in this Tariff or in the contract between the Reseller and the Company governing the service.

C. Payment of Rates and Charges

- 1. The Reseller is responsible for payment of all rates and charges as specified in the the contract with the Company, for service furnished by the Company to the Reseller or Reseller Customer's.
- 2. Unless otherwise designated by the contract with the Reseller, Reseller will pay Company within twenty days after the bill was rendered, without regard to Reseller receiving payment from its Reseller's Customers. The payment due date will be clearly and conspicuously identified on the Reseller's bill. Late payments will be subject to a 1½% interest charge per month or, if it is less, the highest authorized rate prescribed by applicable state law or the Commission. In addition, failure to pay any past due or currently due amounts may result in termination of service.
- 3. Company may include on the Reseller's invoice a surcharge equal to the pro rata share of any tax, fee, charge or surcharge now or hereafter imposed upon the Company associated with the provision of any service to Reseller.

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5. **OBLIGATIONS OF THE COMPANY**A. Undertakings

The undertaking of the Company is to furnish service as ordered and specified by the Reseller, and as limited by the terms and conditions of this Tariff and the contract entered into between the Reseller and the Company. This offering is subject to the availability of Facilities.

B. Liability and Indemnification

1. The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
2. The Company's shall not be liable for, and shall be fully indemnified and held harmless by Reseller and the Reseller's Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other conduct revealed to, transmitted by, or used by the Company under this Tariff; or for any act or omission of the Reseller or Reseller's Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.
3. The Company shall not be liable for any defacement of or damage to the premises of a Reseller or the Reseller's Customer, resulting from the furnishing of service, which is not the result of the Company's negligence.

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OBLIGATIONS OF THE COMPANY (Cont'd)

4. Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorata charge to the Reseller or Reseller's Customer for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

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6. SERVICE PERIOD

The period for which service will be provided by the Company to the Reseller or Reseller Customer's shall be the period specified in the contract between the Reseller and the Company.

7. SERVICE CANCELLATIONS**A. Discontinuance of Service by the Company**

1. Unless otherwise specified in the contract between the Company and Reseller, the Company, by such written notice to the Reseller as specified in the contract between the Reseller and the Company, may discontinue furnishing service without incurring liability, upon:
 - a. If a condition immediately dangerous or hazardous to life, physical safety, or property exists;
 - b. Upon an order of any court, the commission, or any other duly authorized public authority; or
 - c. If service was obtained fraudulently or without the authorization of the Company.
2. The Company may deny or discontinue service to a Reseller without the Reseller's permission and with prior notice only for one or more of the following reasons:
 - a. Nonpayment of a past due bill not in dispute;
 - b. Failure to make a security deposit or obtain a guarantee when one is required;

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SERVICE CANCELLATIONS (Cont'd)

- c. Obtaining service by subterfuge;
 - d. Violation of any rule of the Company filed with the commission;
 - f. Failure to comply with laws and regulations pertaining to telecommunications service; or
 - g. Failure of the Reseller to permit the Company reasonable access to the Reseller's facilities or equipment.
3. The Reseller shall be notified in writing of the Company's intention to discontinue service and be allowed not less than five days from the date of the notification to respond. If the notification is mailed to the Reseller, the Reseller shall be allowed an additional two days to respond. All notices of proposed discontinuance must state:
- a. The reason for and date of the scheduled discontinuance of service; and
 - b. Actions which the Reseller may take to avoid discontinuance of service.
4. The following do not constitute sufficient cause for denying or discontinuing service:
- a. Failure to pay directory advertising charges; and
 - b. Failure to pay any disputed amount pending resolution of the dispute.

B. Billing disputes.

- 1. When a dispute arises between a Reseller and the Company regarding any bill, the Company may require the Reseller to pay the undisputed portion of the bill. The Company shall conduct an appropriate investigation of the disputed charge or charges and shall provide a report of the investigation to the Reseller. Where the dispute is not reconciled, the Company shall advise the Reseller that the Reseller has the right to file a complaint with the commission regarding the dispute.
- 2. A Reseller shall be rebilled under the appropriate tariff schedule when:
 - a. The Reseller was billed under a tariff schedule for which the Reseller was not eligible; or

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SERVICE CANCELLATIONS (Cont'd)

- b. The Reseller was eligible for billing under more than one schedule but was billed under a schedule contrary to the Reseller's election or if the Reseller's election was based on erroneous information provided by the Company.
3. Nothing in subsection (b) requires the Company to adjust billings when the Company has acted in good faith based on the information available.
4. If the Company under bills as a result of the Company's omission or negligence and the amount owed by the Reseller has accumulated over a period of one month and exceeds \$25, the Company shall offer and enter into reasonable arrangements for the payment of the amount owed by the Reseller. If the Company overbills a Reseller, the Company shall refund the overbilled amount. The Company may refund the overbilled amount by a credit on future bills; provided that if the refund amount is \$25 or more, the Company shall offer the Reseller a choice of a cash refund.
5. The Company may not consider a Reseller's bill past due unless it remains unpaid for twenty (20) calendar days after the billing date stated on the bill.

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8 – CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

8.1 Deposits

Company shall determine credit worthiness in an equitable and nondiscriminatory manner. The decision to require a deposit shall be based solely on the customer's or applicant's credit history and shall not be based upon location, income level, source of income, occupation, race, creed, sex, national origin, marital status, or number of dependents. The Company shall use the following criteria to determine whether to require a deposit, a guarantee, or other payment as a condition of new or continued service:

- (A) Company may require existing business customers to make deposits if their payment records show substantial nonpayment for jurisdictional services provided by the Company in any two of the last six months, or three of the last twelve months. A deposit may be required even if such customers have paid a part of the amount owed before the date of service disconnect for nonpayment. The Company must give the customer written notice of the amount of the deposit that is required. The written notice shall inform the customer that the deposit payment must be received in 15 calendar days.
- (B) Company may require an existing business customer to make a deposit if the Company has reason to believe the customer's credit worthiness is in jeopardy. Company shall keep on file the information or reason for this credit judgment and make the information available to the customer upon request. Unless the Company can reasonably demonstrate that the commercial enterprise is likely to cease operation, information which would lead the Company to change its judgment of the customer's credit worthiness shall be limited to bad debt records or tax liens.
- (C) Existing customers may be required by the Company to pay a deposit in full before service is restored whenever the denied service has been disconnected for non-payment of outstanding charges.
- (D) The company will offer at least one non-cash alternative for payment of a deposit.

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CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

8.2 Deposits - Conditions for No Deposit

(A) A deposit is not required if the applicant or customer furnishes, to the Company's satisfaction, a third-party guarantor to secure payment of the customer's bills for jurisdictional services provided by the Company. The guarantee must be in writing. The amount of the guarantee cannot exceed the maximum amount of the deposit which would otherwise have been required. The guarantee shall remain in effect until terminated in writing by the guarantor, or until the customer has achieved a satisfactory payment record for jurisdictional services for 12 consecutive months. Company shall terminate the guarantee five working days after receiving the written notice from the guarantor or five working days after the 12 months satisfactory payment record ends.

(B) A deposit is not required if the applicant has been a customer of the Company for a similar type of service within a preceding 12 consecutive month period, and applicant's credit was satisfactory and is not otherwise impaired.

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CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

8.3 Amount of Deposits

The amount of the deposit which may be required of a customer or applicant for the purpose of establishing credit shall not exceed an amount equal to the charges for 90 days' basic local exchange service and any associated taxes and surcharges.

Any applicant or existing customer who is required by the Company to pay a deposit for jurisdictional services may elect to pay the deposit in full, prior to receiving service, or enter into a written installment agreement for payment of the deposit.

Company shall pay interest on all customer deposits.

Company shall keep a record of each deposit until the deposit is returned. The record shall show the following:

- (a) The name of each customer making a deposit;
- (b) The premises occupied by the customer when making the deposit and each successive premises occupied while the deposit is retained by the Company;
- (c) The amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit.

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CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**8.4 Refund of Deposits**

Upon discontinuance of service, or when a customer establishes credit by other means, the Company shall promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the jurisdictional services furnished by the Company. A transfer of service from one location to another within the area served by the Company shall not be deemed a discontinuance of service with the Company if the character of the service remains unchanged.

When a deposit, with any associated interest, is applied to the liquidation of unpaid amounts owed to the Company, the Company will mail, or otherwise deliver to the customer, a statement showing the amount of the original deposit, plus any accrued interest, the amount of unpaid amounts owed to the Company liquidated by the deposit, plus any interest and the balance remaining due either to the customer or the Company.

Unless the Company has obtained sufficient factual information to determine that a customer is an unsatisfactory credit risk, the Company will promptly refund a customer's deposit, plus 6%, upon satisfactory payment of all proper charges for 12 consecutive months.

The Company will annually review accounts of customers with deposits and will refund deposits. At the option of the Company, a deposit plus accrued interest may be refunded in whole or in part at any time earlier than the times prescribed the previous paragraph.

In any event, if there is a balance due the customer after service is discontinued and a final bill is rendered by the Company, that balance shall then be due and payable within 10 working days to the customer without demand or notice from the customer. When a refund of the deposit cannot be made on the first attempt, the Company will make a reasonable effort to make the refund.

Upon customer request when a deposit is refunded, the Company will render to the depositor a statement showing the amount of the deposit, the period the deposit was held, and the amount of interest refunded.

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SECTION 9 – RATES AND CHARGES

Rates and charges are the same for all services, regardless of the technology used to deliver them. Current rates and charges are also the maximum rates.

9.1	<u>Access Ordering</u>	<u>Non-Recurring Charge</u>
	<u>Access Order Charge</u>	
	- Per Order	\$136.00
	<u>Service Date Change Charge</u>	
	A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge, as specified above, does not apply.	
	- Per Order	\$ 53.00
	<u>Design Change Charge</u>	
	The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change.	
	- Per Order	\$ 53.00
	<u>Miscellaneous Service Order Charge</u>	
	- Per Occurrence	\$ 53.00

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RATES AND CHARGES9.2 **Other Services**

9.2.1

Additional Engineering

		Fraction Thereof
A.	Additional Engineering Basic Time per engineer normally scheduled working hours	\$ 25.35
B.	Overtime per engineer outside of normally scheduled working hours	\$ 38.02
C.	Premium Time outside of scheduled work day, per engineer	\$ 50.69

These labor charges are applicable for the following:

Additional Cooperative Acceptance testing
Additional Manual Testing
Maintenance of Service

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c/o Onvoy, LLC, 10300 6th Ave N
Plymouth, MN 55441

APPROVED FOR FILING
DECISION NO. 75874

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

RATES AND CHARGES

9.2.2 **Additional Labor**

<u>First Half Hour or Additional Labor Periods</u>	<u>Fraction Thereof</u>
--	-------------------------

Installation or Repair *

- | | |
|--|----------|
| A. Overtime, outside of normally scheduled working hours on a scheduled work day, per technician | \$ 33.03 |
| B. Premium Time, outside of scheduled work day, per technician | \$ 44.04 |

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

RATES AND CHARGES9.2 **Other Services (Cont'd)**

9.2.2 <u>Additional Labor (Cont'd)</u>	<u>First Half Hour or Fraction Thereof</u>
A. Basic time, normally scheduled working hours, per technician	\$ 22.92
B. Overtime, outside of normally scheduled working hours on a scheduled work day, per technician.	\$34.37
C. Premium Time, outside of scheduled work day, per technician	\$45.83

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

RATES AND CHARGES9.2 **Other Services (Cont'd)**9.2.2 Additional Labor (cont'd)

<u>Additional Labor Periods</u>	<u>First Half Hour Or Fraction Thereof</u>	
	<u>I/R Technician</u>	<u>CO Technician</u>
D. Testing and Maintenance with Other Telephone Companies or Other Labor	\$22.02	\$23.33
E. Overtime Pay Per Technician Outside of Normally Scheduled Working Hours on a Scheduled Work Day	\$33.03	\$34.99
F. Premium Time Per Technician Outside of Scheduled Work Day	\$44.04	\$46.65

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

RATES AND CHARGES

9.2 <u>Other Services (Cont'd)</u>	<u>Monthly Rate</u>	<u>Non-recurring Charge</u>
9.2.3 <u>Entrance Facility</u>		
A. DS1 (1.544 Mbps.) Entrance Facility, Installation		\$281.00
B. DS1 (1.544 Mbps.) Entrance Facility, per Point of Termination	\$159.05	
C. DS3 (44.736 Mbps.) Entrance Facility, Installation		\$307.00
D. DS3 (44.736 Mbps.) Entrance Facility, per Point of Termination	\$1845.01	

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

RATES AND CHARGES9.3 Directory Assistance

“1-411” local directory assistance	\$1.29 per call
“1-XXX-555-1212” directory assistance	\$0.99 per call

9.4 Return Check Charge

A service charge of \$20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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