

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

DOCKET NO. 00K-255T

RECEIVED

NOV 14 2000

PUBLIC UTILITIES COMMISSION
STATE OF COLORADO

IN THE MATTER OF THE APPLICATION OF)
WESTERN WIRELESS HOLDING CO., INC.'S)
APPLICATION FOR DESIGNATION)
AS AN ELIGIBLE TELECOMMUNICATIONS)
CARRIER PURSUANT TO 4 CCR 723-42-7)

DOCKET NO. 00A-174T

KFK
9
25

IN THE MATTER OF THE APPLICATION)
OF WESTERN WIRELESS HOLDING CO.,)
INC. FOR DESIGNATION AS AN ELIGIBLE)
TELECOMMUNICATIONS PROVIDER)
PURSUANT TO 4 CCR 723-42-8)

DOCKET NO. 00A-171T

STIPULATION AND SETTLEMENT AGREEMENT

Western Wireless Holding Co., Inc. ("Western Wireless"), the Office of Consumer Counsel ("OCC"), and Trial Staff of the Public Utilities Commission of the State of Colorado ("Staff") (collectively the "Stipulating Parties" or the "Parties"), through their undersigned counsel, enter into this Stipulation and Settlement Agreement ("Stipulation") regarding the Applications filed by Western Wireless in the instant consolidated docket. The Parties submit this Stipulation for approval by the Colorado Public Utilities Commission (the "Commission" or the "PUC") pursuant to Rule 83(a) of the Commission's Rules of Practice and Procedure, 4 CCR 723-1-83(a).

NOV 14 2000
PUBLIC UTILITIES COMMISSION
STATE OF COLORADO

PRELIMINARY STATEMENT

1. On May 8, 1997, the Federal Communications Commission ("FCC") issued its Universal Service Report and Order, CC Docket 96-45, FCC 97-157 ("Universal Service Order") implementing the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Federal Act").

2. The Universal Service Order provides that only eligible telecommunications carriers ("ETCs") designated by a state public utilities commission ("State commission") shall receive federal universal service support. Under 47 U.S.C. § 214(e), a State commission shall, upon its own motion or upon request, designate a common carrier that meets the requirements set forth by the FCC as an ETC for a service area designated by the State commission. The FCC defines a service area as a geographic area established by a State commission for the purpose of determining universal service obligations and support mechanisms.

3. To be designated as a federal ETC under the Federal Act, a carrier must: (1) be a common carrier; (2) demonstrate an intent and ability to provision the supported services set forth in 47 C.F.R. § 54.101(a) throughout its designated service areas; and (3) demonstrate an intent and ability to advertise its universal service offerings and the charges therefor, using media of general distribution. 47 U.S.C. § 214(e); Universal Service Order, ¶ 24.

4. The FCC's supported services set forth in 47 C.F.R. § 54.101(a)(1)-(9) are:
- a. voice grade access to the public switched telephone network;
 - b. local usage;
 - c. dual tone multi-frequency signaling or its functional equivalent;

- d. single-party service or its functional equivalent;
- e. access to emergency services;
- f. access to operator services;
- g. access to interexchange service;
- h. access to directory assistance;
- i. toll limitation for qualifying low-income consumers.

5. In areas served by a rural telephone company, 47 U.S.C. § 214(e)(2) further requires the Commission to determine that the designation of an additional ETC is in the public interest.

6. *The Commission has adopted its own rules for implementing 47 U.S.C. Section 214(e)(1)-(2) of the Act which appear at 4 CCR 723-42-7, which rules are consistent with Section 214(e) and the FCC's Rules.*

7. The Colorado High Cost Support Mechanism ("HCSM") was established by Sec. 40-15-208, C.R.S. to provide funds to eligible carriers for the provision of universal service in high cost areas of Colorado.

8. In order to be eligible to receive funding from the HCSM, a carrier must be designated as an eligible provider ("EP") in accordance with 4 CCR 723-41.

9. On March 28, 2000, Western Wireless filed an Application with the Commission for designation as an ETC in Colorado to receive federal universal service support under the Act and corresponding FCC regulations. That same day, Western Wireless filed an Application for designation as an EP for the receipt of support from the HCSM. By Order dated May 25, 2000, the Commission consolidated the two dockets and assigned a new docket number, 00K-255T. (Decision Nos. C00-559 and C00-560).

Western Wireless requested immediate ETC designation in each of the rural LEC study areas and non-rural LEC exchanges set forth on Attachments B-1 and B-2 to the ETC Application, and in the non-contiguous telephone company study areas set forth on Attachments C-1 and C-2 to the ETC Application.

10. In compliance with the Interim Order of Administrative Law Judge Ken F. Kirkpatrick mailed on June 13, 2000 (Decision No.R00-644-I), Western Wireless filed its Direct Testimony and Exhibits on June 21, 2000, intervenors filed their Direct or Answer Testimony on July 21, 2000 and Western Wireless filed Reply Testimony on August 18, 2000. Hearings were set for September 6 and 7, 2000.

11. On August 17, 2000, Intervenor CTA filed a Motion to Dismiss and a Motion to Bifurcate Proceedings ("CTA Motions to Dismiss/Bifurcate"). On August 30, 2000, Western Wireless filed a Response to CTA's Motions to Dismiss/Bifurcate.

12. All parties to this consolidated docket engaged in settlement discussions in an attempt to resolve their differences regarding issues raised by the Western Wireless Applications. On August 30, 2000, all the parties to the docket jointly requested ALJ Kirkpatrick to vacate and reschedule hearings to permit settlement discussions to continue. Judge Kirkpatrick orally granted the joint motion and hearings were conditionally re-set for September 18 and 19, 2000. Subsequently, the ALJ granted a similar joint motion to conditionally reschedule hearings for November 28 and 29, 2000, with a status report on such negotiations due on November 8, 2000.

13. Western Wireless, OCC and Staff have now reached agreement on the issues raised in this consolidated docket, as is set forth herein. This Stipulation and Settlement Agreement is entered into for the purpose of avoiding the costs and risks of

litigation, and to attempt to best manage the transition to competitive local phone service as contemplated by 4 CCR 723-41 and 4 CCR 723-42-7. The Parties agree this Stipulation should have no legal effect outside of the instant dockets.

AGREEMENT

WHEREFORE, based on their review of all testimony and exhibits submitted and upon their settlement discussions, the Parties hereby stipulate and agree as follows:

Federal ETC Designation

1. Western is a commercial mobile radio service ("CMRS") provider, and a *common carrier as defined by 47 U.S.C. § 153(10) and 47 C.F.R. § 20.9(a)(7)*.
2. Western Wireless provides each of the supported services set forth in 47 U.S.C. § 54.101(a)(1)-(9), and it has shown an intent and ability to offer those services once designated throughout the areas set forth in its ETC Application and on Attachments D-1 and D-2 to its ETC Application.
3. Western Wireless will offer its universal service offering as a wireless application based on its existing mobile cellular service in Colorado. This involves the use of a wireless access unit at the customer's premises to interface with the Western Wireless network and CMRS spectrum. The wireless access unit is not affixed to a particular location but is mobile, equipped with rechargeable batteries, and is more powerful than a conventional cellular handset.
4. Western Wireless will advertise the availability of such services and charges using media of general distribution in accordance with federal and State requirements.
5. Western Wireless will make available Lifeline service to qualifying low-income consumers.

6. Western Wireless has requested ETC designation on a study area basis for the rural telephone companies as set forth on Attachments B-1 and B-2 to its ETC Application. Western Wireless has requested ETC designation in each of the rural LEC study areas and non-rural LEC exchanges set forth on Attachments B-1 and B-2 to the ETC Application, and in the non-contiguous telephone company study areas set forth on Attachments C-1 and C-2 to the ETC Application. The total area for which Western Wireless seeks ETC designation (including areas with and without disaggregation) is contained in Attachments D-1 and D-2 to its ETC Application.

7. Western Wireless meets the federal and Colorado requirements in 47 U.S.C. § 214(e)(1)-(2) and 4 CCR 723-42-7 (respectively) for designation as a federal ETC.

8. **ETC Designation.** In full settlement of differences in submitted testimony, the Parties stipulate and agree that designating Western Wireless as an ETC in the study areas and exchanges set forth on Attachments 1-4 to this Stipulation,¹ as provided below, serves the public interest, convenience and necessity, as defined in defined in 47 U.S.C. § 214(e)(2) and §§ 40-15-101, 40- 15-501, and 40-15-502, C.R.S., and 4 CCR 723-42-7, and recommend that the Commission grant Western's Wireless's Application for ETC designation in accordance with this Stipulation as follows:

A. Western Wireless should be designated as an ETC in the exchanges set forth on Attachment 1 effective immediately and in exchanges set forth in Attachment 2

¹ Attachment 1 to the Stipulation contains exchanges served by Qwest; these were contained in Attachment B-2 to the ETC Application. Attachment 2 to the Stipulation sets forth exchanges served by Century Tel; these exchanges were included in Attachment C-2 to the ETC Application. Attachment 3 sets forth exchanges served by rural telephone companies that do not require service area disaggregation in order for Western Wireless to be designated an ETC. These exchanges were set forth in Attachment B-2 to the ETC Application. Attachment 4 to the Stipulation sets forth exchanges served by rural telephone companies that do require service area disaggregation in order for Western

pending any necessary FCC approval of initial disaggregation of service areas as described in Paragraph 9 below.

B. With respect to the exchanges set forth in Attachments 3 and 4, it is the position of Western Wireless and OCC that Western Wireless has satisfied all legal criteria for immediate designation as an ETC and should be granted such status by the Commission, pending any necessary FCC approval of initial disaggregation of service areas for Attachment 4 exchanges as described in Paragraph 9 below. Trial Staff's position is that immediate designation of Western Wireless as an ETC may impose near-term financial burdens on some small rural telephone companies to prepare for the entry of competition. For purposes of settling these differences in this proceeding, the Parties stipulate and agree that ETC designation should be granted Western Wireless in the exchanges set forth in Attachment 3 and Attachment 4 to this Stipulation effective September 1, 2001, pending any necessary FCC approval of initial disaggregation of service areas for Attachment 4 exchanges as described in Paragraph 9 below.

9. **Initial ETC Service Area Disaggregation.** With regard to the exchanges set forth on Attachments 2 and 4, the parties recommend that the Commission order that each of those exchanges should be its own ETC service area, consistent with Paragraph 8.B above, which will allow Western Wireless to be designated to serve as an ETC in those areas in accordance with 47 C.F.R. § 54.207. The Parties agree that the considerations recommended in 1996 by the Joint Board on Universal Service weigh in favor of establishing new ETC service area designations for the exchanges referenced in this Paragraph. (*In the Matter of Federal-State Joint Board on Universal Service*, CC

Wireless to be designated an ETC for such service areas. These exchanges were set forth in Attachment C-2 to the ETC Application.

Docket 96-45, 12 FCC Rec'd 87 (released Nov. 8, 1996) especially at paragraphs 172, 173 and 174). To implement this proposed Commission order, the Parties agree and recommend that the Commission file an appropriate petition with the FCC as soon as possible ("FCC Initial Disaggregation Petition") to seek FCC approval of the new ETC service areas identified in this Paragraph in accordance with the requirements of 47 C.F.R. § 54.207. The Parties agree to support the FCC Initial Disaggregation Petition.

10. **Long-Term Disaggregation Proceeding.** The Parties agree and recommend that the Commission open an appropriate docket, as soon as practicable, to disaggregate all ETC study areas in the State ("Long-Term Disaggregation Proceeding"). This docket would address disaggregation in exchanges not addressed in the current Western Wireless ETC and EP Applications. Upon the conclusion of this Long-Term Disaggregation Proceeding, the Commission can file the appropriate request for FCC approval of its proposed state-wide disaggregation in accordance with the requirements of 47 C.F.R. § 54.207. Should the Commission so determine, the outcome of the Long-Term Disaggregation Proceeding may supercede the results of the Initial Service Area Disaggregation described in Paragraph 9 above.

State EP Designation

11. Western Wireless will offer its universal service offering as a wireless local application based on its existing mobile cellular service in Colorado. This involves the use of a wireless access unit at the customer's premises to interface with the Western Wireless network and CMRS spectrum. The wireless access unit is not affixed to a particular location but is mobile, equipped with rechargeable batteries, and is more powerful than a conventional cellular handset.

12. Based on all the terms of Stipulation, the Parties agree and recommend that the Commission find that Western Wireless complies with the provisions of Commission Rules Prescribing the High Cost Support Mechanism and Prescribing the Procedures for the Colorado High Cost Administration Fund, 4 CCR 723-41, and in particular Rule 4 CCR 723-41-8, concerning Eligibility to Receive Support From The Colorado High Cost Fund.

A. Without waiving any of its positions stated in its Response to CTA's Motions to Dismiss/Bifurcate (described more fully in Paragraph 20 below), Western Wireless has entered into this Stipulation with Staff and the OCC to settle pending litigation. The Stipulation provides that Western comply with the provisions of Paragraphs 17, 18 and 19 regarding the operating procedures, terms and conditions, service definitions, etc., in its universal service offering in Colorado. The Parties therefore agree and recommend that the Commission find that Western Wireless is in substantial compliance with the Commission's rules applicable to the provision of basic local exchange service as required by 4 CCR 723-41-8.1.

B. Western Wireless is applying to be, and is qualified as an Eligible Telecommunications Carrier under Commission Rules set forth at 4 CCR 723-42 for purposes of being eligible to receive federal universal service support, as discussed in Paragraphs 1 through 10 of this Agreement and Stipulation. In addition, Western Wireless agrees to provide the services described in Sections 214(e) of the Communications Act of 1934 as its universal service offering in Colorado pursuant to terms of this Stipulation. The Parties therefore agree and recommend that the

Commission find that, as such, the Western Wireless universal service offering complies with 4 CCR 723-41-8.2.1.1.

C. Western Wireless will offer its universal service offering throughout the entire Geographic Support Area as provided for in this Stipulation. The Parties agree and recommend that the Commission find that, as such, the offering complies with 4 CCR 723-41.8.2.1.2.

13. Western Wireless has the managerial qualifications, financial resources, and technical competence to provide service through the exchanges set forth in its EP Application and Attachments B-1 and B-2 to that Application as required by 4 CCR 723-41-8.2.1.3.

14. Western Wireless is not receiving funds from the HCSM or any other source that together with revenues, as defined by the Commission-adopted revenue benchmark, exceed the reasonable cost of providing service to customers. 4 CCR 723-41-8.2.1.4.

15. The Parties stipulate and agree that designating Western Wireless as an EP in the study areas and exchanges set forth in its EP Application (and Attachments B-1 and B-2 attached thereto) serves the public interest, convenience and necessity, as defined in 47 U.S.C. § 214(e)(2) and §§ 40-15-101, 40-15-501, and 40-15-502 C.R.S.

16. **EP Designation.** The Parties agree and recommend that the Commission determine that Western Wireless meets all the applicable criteria for EP designation and enter an order granting Western Wireless EP designation in the exchanges set forth on Stipulation Attachments 1 and 2 effective immediately and, for exchanges contained in

Attachments 3 and 4, granting EP designation to be effective September 1, 2001 (for the reasons described in Paragraph 8.B above).

17. **Rulemaking Docket.** The Parties recommend that the Commission open a rulemaking docket to consider changes to HCSM rules to permit competition to begin in territory served by rural telephone companies on an equitable, non-discriminatory basis consistent with applicable Colorado and federal policy goals. The Parties urge the Commission to complete this Rules Docket such that the rules can be effective by September 1, 2001.

PROVISIONS APPLICABLE TO ETC AND EP APPLICATIONS

18. Without waiving any of its positions stated in its Response to CTA's Motions to Dismiss/Bifurcate (described more fully in Paragraph 21 below), Western Wireless has entered into this Stipulation with Staff and the OCC to settle pending litigation. Thus, the Parties stipulate and agree that Western Wireless shall provide its ETC and EP universal service offerings in Colorado pursuant to this Stipulation (including attachments) and in accordance with a written Customer Service Agreement which shall contain Terms and Conditions in the form contained in Attachment 5. In addition, the Operating Procedures applicable to Western Wireless's universal service offering in Colorado are contained in Attachment 6 and its Service Description is set forth in Attachment 7 to this Stipulation. A current copy of the Customer Service Agreement, Service Description, Terms and Conditions and the Operating Procedures and any amendments thereto, shall be kept on file with the Commission for informational purposes. Western Wireless will price its initial universal service offering in Colorado as described in the Service Description, Attachment 7. Additional offerings, at different

rates and with different features, may be offered by Western Wireless according to the terms of this Stipulation. The Parties recommend that Western Wireless' provision of its universal service offering as an ETC or EP be governed by the following additional requirements:

A. Before offering to the public its universal service product, Western Wireless shall make a filing with the Commission containing the Customer Service Agreement, Service Description, Terms and Conditions and Operating Procedures.

B. Western Wireless may increase its rates or make changes to its Customer Service Agreement, Service Description, Terms and Conditions and Operating Procedures 20 days after such changes are filed on a confidential basis with the Commission Staff and OCC and notice is provided to affected consumers.

C. Upon appropriate pleading, or upon its own motion, the Commission may investigate a proposed change to Western Wireless' Customer Service Agreement, Service Description, Terms and Conditions and Operating Procedures, and Western Wireless agrees to respond to requests for information from the OCC or Commission Staff. After notice to Western Wireless and a subsequent investigation, the Commission may find that the change is not consistent with Western Wireless' ETC or EP status or results in a universal service offering that is not eligible for universal service funding. Western Wireless shall thereafter make such changes as are necessary to bring its offering into compliance with such requirements. The Parties agree that the Commission has authority to enforce compliance with this Stipulation and 4 CCR 723-41 and 42, and, consistent with this Paragraph, may exercise its audit powers derived from Section 40-15-107, C.R.S.

19. The Parties agree that Western Wireless shall comply with all FCC orders relating to wireless E911 service and shall notify Staff and the OCC when milestones required by the FCC are met. In addition, Western Wireless shall notice all PSAP's in its Colorado designated service areas that it will be providing services, describe the services, and invite comments from PSAP's regarding the provision of E911 to Customers. Western Wireless shall also notify PSAP's when it meets FCC required milestones related to wireless E911 in its service areas.

20. The Parties agree that Western Wireless shall provide all its universal service customers with the ability to make and receive interexchange or toll calls through direct interconnection arrangements made by Western Wireless with an interexchange carrier. In addition, customers shall be able to reach the interexchange carrier of their choice by dialing an appropriate access code obtained from such carrier. The Parties note that the FCC does not require one-plus equal access dialing to be among the services supported by universal service mechanisms and that Western Wireless does not offer such access capability. Provision of one-plus equal access would require Western Wireless to make significant hardware and software changes and arrange for different trunking arrangements than it currently has available. The Parties agree that deferring to the FCC on any equal access dialing requirements is reasonable given the inability of Western Wireless to provide such dialing at this time. The Parties agree that this approach should be held to satisfy 4 CCR 723-41-8.2.1.1.

GENERAL PROVISIONS

21. The Parties have discussed the pending CTA Motions to Dismiss/ Bifurcate the pending Western Wireless Applications and Western Wireless' Response to those Motions. Without waiving any of its positions stated in its Response to CTA's Motions. Western Wireless desires to end further uncertainty in litigation by entering this Stipulation. Thus, the Parties hereby agree to be bound to the terms of this Stipulation regardless of the outcome of the Commission's ruling on the applicability of the Commission's existing service quality rules to Western Wireless's ETC and EP Applications. Specifically, if the Commission rules that existing service quality rules do not apply, Western Wireless remains committed to the Stipulation. Conversely, should the Commission grant the CTA Motions and rule that existing service quality rules do apply, the Parties agree that the public interest supports granting of waivers of existing service quality rules such that Western Wireless's universal service offering shall be bound only by the terms of this Stipulation. The Parties recognize, however, that should the Commission or the FCC determine the particular regulatory treatment applicable to wireless ETC or EP designees, in further rulemaking or otherwise, any such lawful and applicable determinations would apply to Western Wireless. Notice of any such FCC or Commission determination shall be provided to the Staff and OCC pursuant to Paragraph 18.B of this Stipulation. Further, the Parties understand that should the Commission rule that Western Wireless must obtain a certificate of public convenience and necessity as a competitive local exchange company ("CLEC") that Western Wireless may seek to appeal such an order and, pending the outcome of such appeals, may withdraw its Applications thus rendering the Stipulation null and void.

22. This Stipulation is a settlement of disputed and compromised claims and accordingly, this Stipulation is made for settlement purposes only. No Party concedes the validity or correctness of any regulatory principle or methodology directly or indirectly incorporated in this Stipulation. No precedential effect or other significance, except as may be necessary to enforce this Stipulation or a Commission order concerning this Stipulation, shall be attached to any principle or methodology contained in this Stipulation.

23. All witnesses of the Parties will support all aspects of the Stipulation and Settlement Agreement embodied in this document in any hearing conducted to determine whether the Commission should approve this Stipulation. Each Party also agrees that, except as expressly provided in this Stipulation, it will take no action in any administrative or judicial proceeding, which would have the effect, directly or indirectly, of contravening the provisions of this Stipulation. Without prejudice to the foregoing, the Parties expressly reserve the right to advocate positions different from those stated in this Agreement in any proceeding other than one necessary to obtain approval of, or enforce this Stipulation or a Commission order approving this Stipulation. Nothing in this Stipulation shall constitute a waiver by any Party with respect to any matter not specifically addressed in this Stipulation.

24. This Stipulation shall not become effective until the Commission issues a final order approving the Stipulation, which order does not contain any modification of the terms and conditions of this Stipulation that is unacceptable to any of the Parties to the Stipulation, except as provided in Paragraph 19 above. In the event the Commission modifies this Stipulation in a manner unacceptable to any Party hereto, that Party may

withdraw from the Stipulation and shall so notify the Commission and the other Parties to the Stipulation in writing within ten (10) days of the date of the Commission order. In the event a Party exercises its right to withdraw from the Stipulation, this Stipulation shall be null and void and of no effect in this or any other proceedings.

25. In the event this Agreement becomes null and void or in the event the Commission does not approve this Stipulation, this Stipulation, as well as the negotiation undertaken in conjunction with the Stipulation, shall not be admissible into evidence in these or any other proceedings.

26. The Parties state that they have reached this Stipulation by means of a negotiated process that is in the public interest, and that the results reflected in this Stipulation are just, reasonable and in the public interest. Approval by the Commission of this Stipulation shall constitute a determination that the Stipulation represents a just, equitable, and reasonable resolution of all issues which were or could have been contested by the Parties with respect to the Western Wireless Applications.

27. This Stipulation is an integrated agreement that may not be altered by the unilateral determination of any Party.

28. This Stipulation may be executed in separate counterparts, including facsimile. The counterparts taken together shall constitute the Stipulation and Settlement Agreement. The Parties represent that the signatories to the Stipulation have full authority to bind their respective parties to the terms of the Stipulation.

WHEREFORE, the Parties respectfully submit this Stipulation and Settlement Agreement for approval by the Commission and request that the Commission grant such approval.

Dated this 14th day of November, 2000.

**FOR THE STAFF OF THE
COLORADO PUBLIC UTILITIES
COMMISSION**



BRUCE MITCHELL
Colorado Public Utilities Commission
1580 Logan Street, OL-1
Denver, Colorado 80220
Tele: 303-894-2876

APPROVED AS TO FORM:



ANNE K. BOTTERUD, No. 20726
Assistant Attorney General
Business and Licensing Section
Attorneys for Staff of the Colorado
Public Utilities Commission
1525 Sherman Street, 5th Floor
Denver, Colorado 80203
Tele: 303-866-3867
Fax: 303-866-5691

**FOR THE OFFICE OF
CONSUMER COUNSEL**

Geri Santos-Rach
Financial/Rate Analyst
Office of Consumer Counsel
1580 Logan Street, Suite 740
Denver, Colorado 80203
Tele: 303-894-2121

APPROVED AS TO FORM:

SIMON LIPSTEIN
Assistant Attorney General
Office of the Attorney General
1525 Sherman Street, 5th Floor
Denver, Colorado 80203
Tele: 303-866-5354
Fax: 303-866-5342

Dated this 14th day of November, 2000.

**FOR THE STAFF OF THE
COLORADO PUBLIC UTILITIES
COMMISSION**

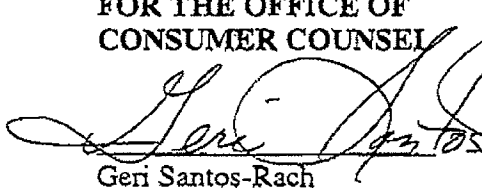
APPROVED AS TO FORM:

BRUCE MITCHELL
Colorado Public Utilities Commission
1580 Logan Street, OL-1
Denver, Colorado 80220
Tele: 303-894-2876

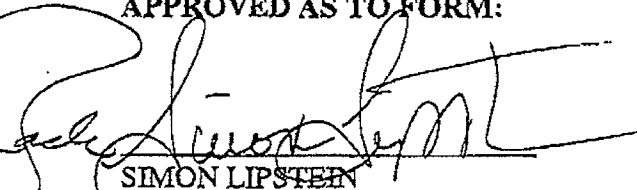
ANNE K. BOTTERUD, No. 20726
Assistant Attorney General
Business and Licensing Section
Attorneys for Staff of the Colorado
Public Utilities Commission
1525 Sherman Street, 5th Floor
Denver, Colorado 80203
Tele: 303-866-3867
Fax: 303-866-5691

**FOR THE OFFICE OF
CONSUMER COUNSEL**

APPROVED AS TO FORM:



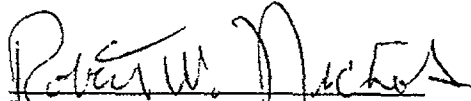
Geri Santos-Rach
Financial/Rate Analyst
Office of Consumer Counsel
1580 Logan Street, Suite 740
Denver, Colorado 80203
Tele: 303-894-2121



SIMON LIPSTEIN
Assistant Attorney General
Office of the Attorney General
1525 Sherman Street, 5th Floor
Denver, Colorado 80203
Tele: 303-866-5354
Fax: 303-866-5342

WESTERN WIRELESS HOLDING CO., INC.

BY:



Robert W. Nichols, No. 17333

Nichols & Peña, LLP

2060 Broadway, Suite 200

Boulder, Colorado 80302

Tele: 303-442-4300

Fax: 303-443-6764

Mark J. Ayotte

Philip R. Schenkenberg

Lisa Agrimonti

Briggs and Morgan, P.A.

2200 First National Bank Building

Saint Paul, Minnesota 55101

Tele: 651-223-6600

Fax: 651-223-6450

LIST OF ATTACHMENTS

Attachment 1: Qwest Exchanges

Attachment 2: Century Tel Exchanges (requiring initial disaggregation approval)

Attachment 3: Rural Exchanges (not requiring initial disaggregation approval)

Attachment 4: Rural Exchanges (requiring initial disaggregation approval)

Attachment 5: Terms and Conditions

Attachment 6: Operating Procedures

Attachment 7: Service Description

QWEST EXCHANGES

Wire Center Key	Wire Center Code	Locality	Telco Company Name	Coverage by WWC?	Entire Study Area of Telco Covered by WWC?
3	AGLRCOMA	AGUILAR	US WEST COMMUNICATIONS	YES	NO
5	ALMSCOMA	ALAMOSA	US WEST COMMUNICATIONS	YES	NO
16	AVDLCOMA	BUENAVISTA	US WEST COMMUNICATIONS	YES	NO
18	BALYCOMA	BAILEY	US WEST COMMUNICATIONS	YES	NO
29	BNVSCOMA	CANON CITY	US WEST COMMUNICATIONS	YES	NO
39	CACYCOMA	COLO SPGS	US WEST COMMUNICATIONS	YES	NO
64	CRCKCOMA	COLO SPGS	US WEST COMMUNICATIONS	YES	NO
73	DCKRCOMA	COLO SPGS	US WEST COMMUNICATIONS	YES	NO
76	DLNRCOMA	CRIPPLECRK	US WEST COMMUNICATIONS	YES	NO
116	FLRNCOMA	DECKERS	US WEST COMMUNICATIONS	YES	NO
119	FRPLCOMA	DEL NORTE	US WEST COMMUNICATIONS	YES	NO
135	GMFLCOMA	DEL NORTE	US WEST COMMUNICATIONS	YES	NO
178	LDVLCOMA	FAIRPLAY	US WEST COMMUNICATIONS	YES	NO
179	LIMNCOMA	FLORENCE	US WEST COMMUNICATIONS	YES	NO
205	MNSPCOMA	FLORENCE	US WEST COMMUNICATIONS	YES	NO
212	MTVSCOMA	LEADVILLE	US WEST COMMUNICATIONS	YES	NO

Wire Center Key	Wire Center Code	Locality	Telco Company Name	Coverage by WWC?	Entire Study Area of Telco Covered by WWC?
236	PNRSCOMA	LIMON	US WEST COMMUNICATIONS	YES	NO
241	PUBLCO06	MONTEVISTA	US WEST COMMUNICATIONS	YES	NO
242	PUBLCOMA	PUEBLO	US WEST COMMUNICATIONS	YES	NO
243	PUBLCOSU	PUEBLO	US WEST COMMUNICATIONS	YES	NO
254	SALDCOMA	PUEBLO	US WEST COMMUNICATIONS	YES	NO
259	SFRKCOMA	PUEBLO	US WEST COMMUNICATIONS	YES	NO
275	TRNDCOMA	PUEBLO	US WEST COMMUNICATIONS	YES	NO
279	VNLDCOMA	SALIDA	US WEST COMMUNICATIONS	YES	NO
284	WDPKCOMA	TRINIDAD	US WEST COMMUNICATIONS	YES	NO
289	WLBGCOMA	WALSENBURG	US WEST COMMUNICATIONS	YES	NO

CenturyTel Exchanges

Attachment 2 to Stipulation
 CenturyTel Exchanges
 Colorado PUC
 Docket No. 00K-255T
 Page 1 of 1
 11/14/00

Wire Center Key	Wire Center Code	Locality	Telco Company Name
2	PGSPCOXC	PAGOSA SPR	CENTURYTEL OF COLORADO, INC.
234	PGSPCOXW	PAGOSA SPR	CENTURYTEL OF COLORADO, INC.
9	ANTTCOXC	ANTONITO	CENTURYTEL (EAGLE)
31	BRGRCOXC	BRISTOL-GR	CENTURYTEL (EAGLE)
36	BURLCOXC	BURLINGTON	CENTURYTEL (EAGLE)
45	CHRWCOXC	CHERAW	CENTURYTEL (EAGLE)
58	CNTRCOXC	CENTER	CENTURYTEL (EAGLE)
127	FWLRCOXC	FOWLER	CENTURYTEL (EAGLE)
131	GFFYCOXA	PIKE TRAIL	CENTURYTEL (EAGLE)
140	GRNRCOXC	GARDNER	CENTURYTEL (EAGLE)
157	HWRDCOXC	HOWARD	CENTURYTEL (EAGLE)
174	LAJRCOXC	LA JARA	CENTURYTEL (EAGLE)
175	LAMRCOXC	LAMAR	CENTURYTEL (EAGLE)
177	LAVTCOXC	LA VETA	CENTURYTEL (EAGLE)
180	LJNTCOMA	LA JUNTA	CENTURYTEL (EAGLE)
181	LJNTCOXC	LA JUNTA	CENTURYTEL (EAGLE)
183	LKGRCOXC	LAKE GEORG	CENTURYTEL (EAGLE)
190	LSANCOXC	LAS ANIMAS	CENTURYTEL (EAGLE)
206	MNSSCOXC	MANASSA	CENTURYTEL (EAGLE)
208	MNZNCOXC	MANZANOLA	CENTURYTEL (EAGLE)
245	RCFRCOXC	ROCKY FORD	CENTURYTEL (EAGLE)
260	SGCHCOXC	SAGUACHE	CENTURYTEL (EAGLE)
265	SNLSCOXC	SAN LUIS	CENTURYTEL (EAGLE)
267	SPFDCOXC	SPRINGFIEL	CENTURYTEL (EAGLE)
268	SRTNCOXC	STRATTON	CENTURYTEL (EAGLE)
276	TWBTCOXC	TWO BUTTES	CENTURYTEL (EAGLE)
283	WCLFCOXC	WESTCLIFFE	CENTURYTEL (EAGLE)
288	WILYCOXC	WILEY	CENTURYTEL (EAGLE)
297	WSTNCOXC	WESTON	CENTURYTEL (EAGLE)
226	ORWYCOXC	ORDWAY	CENTURYTEL (EAGLE)

RURAL EXCHANGES (not requiring initial disaggregation approval)

Wire Center Key	Wire Center Code	Locality	Telco Company Name	Coverage by WWC?	Entire Study Area of Telco Covered by WWC?
2	AGATCOXC	AGATE	AGATE TEL CO	YES	YES
27	BLNCCOXC	BLANCA	BLANCA TEL CO	YES	YES
20	BELHCOXC	BEULAH	PINE DRIVE TEL CO	YES	YES
170	KNRDKSXA	KANORADO	S & T TEL COOP ASSN	YES	YES
151	HRTSCOXC	HARTSEL	SOUTH PARK TELEPHONE COMPANY	YES	YES

RURAL EXCHANGES (requiring initial disaggregation approval)

Wire Center Key	Wire Center Code	Locality	Company Name	Coverage by WWC?	Entire Study Area of Telco Covered by WWC?
262	SIMLCOXC	SIMLA	BIG SANDY TELECOM INC	YES	NO
209	MOSCCOXC	MOSCA	COLUMBINE TEL CO., LTD.	YES	NO
10	ARRBCOXC	ARRIBA	EASTERN SLOPE RURAL TEL ASSN INC	YES	NO
114	FLGLCOXC	FLAGLER	EASTERN SLOPE RURAL TEL ASSN INC	YES	NO
130	GENOCOXC	GENOA	EASTERN SLOPE RURAL TEL ASSN INC	YES	NO
281	VNSBCOXC	VONA-SEIBE	PLAINS COOP TEL ASSN INC	YES	NO
49	CLCYCOXC	COLORADO C	RYE TEL CO INC	YES	NO
253	RYE COXC	RYE	RYE TEL CO INC	YES	NO
155	HTMNCOXC	HARTMAN	SUNFLOWER TEL CO INC-CO	YES	NO

Attachment 5 to Stipulation
Terms and Conditions
Colorado PUC
Docket No. 00K-255T
Page 1 of 20
11/14/00

WESTERN WIRELESS CORPORATION

UNIVERSAL SERVICE OFFERINGS

TERMS AND CONDITIONS

TERMS AND CONDITIONS OF SERVICE AGREEMENT

WESTERN WIRELESS CORPORATION UNIVERSAL SERVICE OFFERINGS

TERMS AND CONDITIONS

Western Wireless Corporation's (the "Company") Universal Service offerings meet all applicable state and federal requirements and are consistent with the purposes and intent of the Telecommunications Act of 1996, the implementing regulations of the Federal Communications Commission ("FCC"), and applicable rules and orders of the Public Utilities Commission of the State of Colorado (the "Commission"). The Company's Universal Service offerings include, at a minimum, the following services required under 47 C.F.R. § 54.101(a): voice-grade access to the public switched telephone network; local usage; dual tone multi-frequency signaling or its functional equivalent; single-party service or its functional equivalent; access to emergency services; access to operator services; access to interexchange service; access to directory assistance; and toll limitation for qualifying low-income consumers. Additionally, the Company will evaluate the telecommunication needs of consumers and may include additional services and features within its Universal Service offerings.

This Service Agreement (the "Agreement") is made between the Company and the Customer and consists of the Customer Preference Page and these Terms and Conditions set forth herein, including all valid amendments hereto.

SECTION 1 – COMPANY RESPONSIBILITIES

1.1 Services -- General

- 1.1.1 The Company provides wireless local and long distance telecommunications services to Customers for voice, data and other types of telecommunications capable of transmission over Company's cellular network. When using wireless local loop equipment at Customer's premises in accordance with Company's instructions, transmission will be at adequate volume levels and free of excessive distortion.
- 1.1.2 The Company provides cellular radio telecommunications services in accordance with applicable law and, for purposes of universal service, the Terms and Conditions set forth herein.

- 1.1.3 The Company's local calling area may be different from the local calling area of the incumbent local exchange carrier and is set forth on the Customer Preference Page.
- 1.1.4 The Company's services are provided on a monthly basis, unless otherwise stated herein. Services are available twenty-four (24) hours per day, seven (7) days per week. Company will make reasonable arrangements to resolve emergencies resulting from failures of service, unusual and prolonged increases in traffic, illness of personnel, fire, storm or other acts of God, and inform its employees as to procedures to be followed in the event of such emergencies in order to prevent or minimize interruptions or impairment of telecommunications service.

1.2 Service Offerings

The Company offers local telecommunication services as well as long distance services. The Customer's use of the Company's service is charged at the applicable rates set forth on the Customer Preference Page.

The following services are available from the Company:

1.2.1 Access to Public Telephone Network and Local Usage

The Company's service includes access to the public switched telephone network and local usage that allows Customer to originate and terminate calls within the local calling area described on the Customer Preference Page without incurring toll charges. Except as otherwise set forth on the Customer Preference Page, the service allows for unlimited local calling for a flat-rated monthly charge.

1.2.2 Access to Emergency Services

The Customer can reach an emergency dispatch, or public safety answering point ("PSAP"), by dialing "911." Upon dialing "911", the Customer's emergency call will be routed to the appropriate PSAP. Until E911 is implemented in a particular exchange, the Company will notify customers and prospective customers in that location of the current 911 calling procedures. The Company's prospective customers will be notified in a form of notice agreed to by the Colorado Public Utilities Commission ("PUC") Staff and the Office of Consumer Counsel ("OCC"). The Company will notify Customers by placing a sticker on their customer premises unit that includes the following statement: "Important Emergency Information! This unit will not automatically transmit your address when calling 911 or other emergency numbers. For prompt response to your emergency call, you must give your address to the dispatcher. Write your name and address below so that all callers will have access to this vital information."

1.2.3 Access to Long Distance Service

The Company's long distance service is a switched long distance telephone service that allows for the origination of calls to be terminated outside of the local calling area. The calls will be billed as set forth on the Customer Preference Page. Access to other long distance service carriers is not available using 1-plus dialing but is available through the use

of alternative carriers' toll-free access numbers which are obtainable from such alternative carriers directly. If a Customer accesses a specific long distance provider's service by dialing that carrier's access number, that call will be treated as a local call as set forth on the Customer Preference Page.

1.2.4 Access to Directory Assistance

Directory assistance provides Customers with access to information contained in directory listings.

1.2.5 Access to Operator Services

Customer will have access to live or automatic operator assistance for the placement and billing of telephone calls, including collect calls, calling card calls, credit card calls, person-to-person calls, and third party calls, as well as obtaining related information.

1.2.6 Toll Limitation, Lifeline and Link-Up Services

Certain low-income consumers are eligible to pay reduced connect charges and monthly fees under the Federal Link-Up and Lifeline programs. Customer will contact the Company for more information on eligibility criteria. Any Customer who is enrolled in Lifeline can choose to have Company block all attempted toll calls originating from Customer's phone. Upon verification of eligibility, this option can be exercised by making such an indication on the Customer Preference Page, or by making such a request to Customer Care.

1.2.7 Directory Listings

The Company will publish, or contract with a third-party to publish, an annual directory listing and will list the name, address, and phone number of all customers.

1.2.8 Facsimile and Data Transmissions.

Customer will be able to make facsimile and data transmissions.

1.3 Customer Service Policies

1.3.1. General. Customer Care service personnel will be available 24 hours per day, 7 days per week. Customer Care can be reached by dialing 611 on Company's network, or by dialing 1-800-635-0304 from another network. A Customer can also speak with Company representatives located at its retail store outlets, who can provide information relating to services and rates, accept and process applications for service, explain charges on Customers' bills, adjust charges made in error, and generally act as the Company's representatives. Customers may also send written questions, complaints, or disputes to the Company at Western Wireless Corporation, 3650 – 131st Avenue Southeast, Suite 400, Bellevue, Washington 98006.

1.3.2. Complaints and Appeals. Customer Care service personnel will attempt to answer any questions a Customer has, and will strive to resolve complaints or disputes during the initial Customer call. The Company shall fully and promptly investigate and respond to all oral and

written complaints made directly to the Company by its applicants or customers. The Company shall notify the Customer promptly of the results of its proposed disposition of the complaint after having made a good faith attempt to resolve the complaint. Upon request by the Customer, the Company shall inform the Customer in writing of its proposed disposition of the complaint. The Company shall direct its personnel engaged in initial contact with an applicant or Customer in which dissatisfaction with the decision or explanation by the personnel is expressed, to inform the Customer of the right to have the problem considered and acted upon by another consumer representative or supervisory personnel of the Company. If the applicant or Customer continues to express dissatisfaction after the supervisory personnel have addressed the problem, the Company shall further direct the supervisory personnel to provide the complainant with the name, address and the current local, or where applicable, the current toll free telephone number of the External Affairs Section of the Commission Staff to be contacted for further review of an unresolved problem. Upon receipt of a complaint, either orally or in writing, from the Commission or its staff on behalf of a Customer or applicant, the Company shall make a suitable investigation and advise the Commission or its staff of the results. An initial oral or written response to the Commission or its staff shall be provided within 10 working days after receipt of the complaint by the Company. If requested by the Commission or its staff, a written final response detailing the disposition of the complaint by the Company shall be provided to the External Affairs Section or to the Executive Secretary of the Commission as requested by the Commission or its staff.

1.4 Limitations of Service

- 1.4.1 Service is offered subject to the availability of facilities and the provisions contained herein.
- 1.4.2 Service is furnished to the Customer for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other users of Company's network.
- 1.4.3 The use of the Company's services without payment for service, or an attempt to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 1.4.4 The use of the Company's services to make calls that might reasonably be expected to frighten, abuse, torment, or harass another person is prohibited.

1.5 Limitations of Liability

- 1.5.1 *Because the Company has no control of the content of communications transmitted over its network, and because of the possibility of errors incident to the provision and use of its services, services furnished by the Company are subject to the terms, conditions and limitations specified herein.*

- 1.5.2 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been disconnected, to a refund of the amount erroneously billed.
- 1.5.3 The Customer agrees, except where the events, incidents or eventualities set forth in this section are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against 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 of or damage to any property, whether owned by the Customer or others.
- 1.5.4 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide services to Customer.
- 1.5.5 With the exception of billing disputes, any claim against the Company shall be deemed waived unless presented to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 1.5.6 The Company makes no express representations or warranties regarding the services or equipment provided, except as set forth herein, and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and Customer should not rely on any such warranty.

1.6 Interruptions of Service

1.6.1 General

- 1.6.1.1 Service is interrupted when it becomes unusable to the Customer or when the Customer is unable to transmit or receive calls due to the failure of a component of the network furnished by the Company under these Terms and Conditions.
- 1.6.1.2 An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 1.6.1.3 If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

1.6.2 Reestablishing Service

Company will make all reasonable efforts to prevent interruptions of service and, when interruptions do occur, reestablish service with the shortest possible delay. Company will make attempts to resolve emergencies at all hours, consistent with the bona fide needs of customers and the personal safety of Company's employees. In almost all cases, Company will be able to reestablish service within 24 hours. If unusual repairs are required, or other factors will prevent the prompt reestablishment of service, the Company will make reasonable efforts to contact Customer.

1.6.3 Network Maintenance

The Company will provide Customer with advance notice of any network unavailability due to regularly scheduled maintenance.

1.6.4 Application of Credits for Interrupted Services

In the event a Customer's service is interrupted and remains out of order for 24 hours after being reported to the Company, adjustments will be made to Customer's monthly bill based on the pro rata part of any charge due and payable from Customer. A refund will be accomplished by a credit on a subsequent bill, or if service has been terminated, by refund check issued to Customer. If service is restored on or before the day after it is reported, no allowance will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

1.6.5 Limitations on Allowances

No credit allowance will be made for any interruption of service due to the failure of power, equipment, systems or services not provided by the Company; during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption; during any period in which the Customer continues to use the service on an impaired basis; during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or that was not reported to the Company within thirty (30) days of the date that service was affected.

1.6.6 Record Keeping

Company will keep records of all Customer reports of interrupted service, including the time, date, and nature of the report, and action taken by the Company to clear the interruption, and the date and time that service was restored.

1.7 Availability of Service—Adequacy of Facilities.

The Company shall employ prudent management planning practices, including budgeting and prioritization of resource utilization, so that adequate equipment is in place to supply service to customers in its service areas in conformity with the service extension policy within a reasonable period of time.

1.7.1 The Date of the Application for Service. For purposes of this paragraph 1.7, the date of the first oral or written customer contact with the Company to request service, or, if the

Company requires the payment of contributions in aid to construction, the date on which the Customer makes payment or partial payment of such charges as described in subparagraph 1.7.2. The Company shall specifically ask customers who contact the Company to inquire about service availability if the Customer desires to initiate, at that time, a request for service to be installed at some future date. The Company shall not discourage the Customer from placing an order at the time of such inquiry.

- 1.7.2 Construction Charge Estimate. If the Company requires the payment of contributions in aid to construction, (i.e., service extension charges) the Company shall provide to the Customer, within thirty (30) calendar days from the date of a Customer's request for an estimate, a good faith written cost estimate of the amount of the required payment. The payment or partial payment of such charges, when received by the Company, shall be notice to the Company that the Customer desires service and the payment date shall be considered the date of the application for service. The good faith written cost estimate shall inform the Customer that receipt of payment or partial payment is required before the Customer's request will be considered an application for service.
- 1.7.3 Notice to Customers. All customers who are not supplied service within five days of the date of the application for service will be given a written notice by the Company stating the number assigned by the Company to the application for service, the date of application for service, and all alternatives available to the Customer pursuant to this paragraph 1.7. This notice will be postmarked on or before the sixth business day after the date the application for service is received by the Company. Unless basic universal service has been provided, the Customer will receive a second notice to be postmarked on or before the 31st calendar day after the date the application for service is received by the Company. This renotification shall include: the expected service date, the reason for the delay, the number the Company has assigned to the application for service, the date of the application for service, and the postmarked date of the first notice. This renotification shall be mailed by certified-return-receipt mail. The Customer will also be provided with written renotification each time the expected date of service previously stated is delayed by more than ten days. Renotification is also required in the circumstances referenced in subparagraph 1.7.5. This renotification shall be mailed by certified-return-receipt mail. A copy of the Company's letter to the PUC Director (as specified in subparagraph 1.7.5) regarding a Customer's service application which has been held for 150 days shall be mailed to the Customer by certified-return-receipt mail.
- 1.7.4 Provision of Basic Universal Service.
- 1.7.4.1 Applicability. This subparagraph 1.7.4 shall apply to the provision of basic universal service to all Customers who make application for such service, and to all Customers whose applications for service are unfilled at the time of the effective date of this paragraph 1.7.

- 1.7.4.2 Time Frames for Provision of Service. The Company shall provide a Customer with basic universal service no later than 150 working days from the date of the Customer's service application, except that when the Customer requests a later date of service, the service shall be provided by the requested date. Failure to provide basic universal service within the time set forth in this subparagraph 1.7.4.2 shall constitute a violation of this subparagraph 1.7.4.2. Each day for which basic local exchange service is not provided to a Customer as set forth in this subparagraph 1.7.4.2 shall constitute a separate violation of this subparagraph 1.7.4.2.
- 1.7.4.3 Temporary Alternatives to Basic Local Exchange Service. This subparagraph 1.7.4.3 shall apply to requests for the first residential and the first business line at a residential premise, and to the first two lines at a business premise. When the Company fails to provide basic universal service within 30 calendar days, the Customer automatically will receive a waiver of any and all installation charges for each eligible basic universal service account and will credit to the Customer's account in an amount at least equal to the *pro rata* monthly basic universal service charge for each day thereafter that service is not provided. Further, the Customer shall be entitled to choose either Option 1 or Option 2 as described below:
- Option 1) Reimbursement of up to \$150 per month or any part of a month for alternative services, chosen by the Customer. (The Company may require verification of a Customer's subscription to an alternative service and the Company need only provide reimbursement in the amount of the actual alternative used up to the amount stated in this subparagraph);
 - Option 2) Alternative service offered by the Company, such as remote call forwarding. If an alternative form of service is provided, the Company is authorized to charge the Customer the rates for the alternative service, if such rates are less than the rate for basic universal service. Otherwise, the Customer will be charged the rate for basic universal service.
- These temporary alternatives to basic universal service will be provided by the Company to eligible customers, as described above, until the Company provides basic universal service.
- 1.7.5 Notice to Commission. Under any circumstances where the period to provide service exceeds 150 days, the Company shall file a letter with the Director of the Commission stating the circumstances causing the delay, explaining whether such circumstances are beyond the Company's control, and providing an estimate of the time necessary to provide service. This letter shall include: the name and address of the applicant, the date of application for service, and the number assigned by the Company to the application for service.
- 1.7.6 Temporary Alternatives. The temporary alternatives to basic universal service described in subparagraph 1.7.4.3 shall be offered in addition to, and not in lieu of, any other remedy available to the Customer and the Commission, including, but not limited to:

- 1.7.6.1 An order by the Commission that the Company provide basic universal service on a date certain; or
- 1.7.6.2 Removal of the Company's designation as an ETC by the Commission, either in whole or in part; or
- 1.7.6.3 Penalties under state law and regulation.

1.7.7 Potential Facility Unavailability. The Company shall inform Customers of the potential of future facility unavailability when the Company is experiencing or is forecasting potential facility unavailability in specific areas. The Company shall allow Customers to suspend basic universal service temporarily (i.e. vacation service), and shall inform Customers of this option.

1.8 Changing Providers.

1.8.1 Definitions.

- 1.8.1.1 "End-Use Customer" or "End-User" means the ultimate consumer of a telecommunications service, or, a retail consumer of telecommunications services.
- 1.8.1.2 "Slamming" means any change in an end-use customer's presubscription to a telecommunications service subject to the jurisdiction of the Commission which is made without appropriate consent of the Customer.
- 1.8.1.3 "Toll reseller" means any person who provides toll services to end-use customers by using the transmission facilities, including without limitation wire, cable, optical fiber, or satellite or terrestrial radio signals, of another person. A toll reseller may, but need not, possess its own switching facilities.

1.8.2 Verification of Orders for Service.

This rule applies to requests for changes in service provider initiated by the Company as well as requests initiated by the Customer. The Company shall not submit a request for a change in service provider to the Customer's previous provider unless and until the Company has obtained confirmation from the Customer in accordance with one of the procedures listed below, and, regardless of the method used for order verification, a separate verification must be obtained for each type of service (i.e., local exchange service, intraLATA or interLATA long distance service) and for each account for which the Customer seeks to change providers:

- 1.8.2.1 The Company has obtained the Customer's written authorization pursuant to the requirements of subparagraph 1.8.3 below; or
- 1.8.2.2 The Company has obtained the Customer's electronic authorization to change accounts or providers, placed from the telephone number(s) for which the Company is to be changed, and the authorization confirms the Customer's billing name and address, the decision to change to the Company, and the Customer's understanding of any change fee to confirm the authorization. If the Company elects to confirm sales electronically, it shall establish one or more toll-free telephone numbers

exclusively for that purpose. Calls to the number(s) will connect a Customer to a voice response unit, or similar mechanism, that records the required information regarding the change in service provider, including automatically recording the originating number using Automatic Number Identification (ANI); or

1.8.2.3 An appropriately qualified and independent third party operating in a location physically separate from the telemarketing representative has obtained the Customer's oral authorization to submit the provider/carrier change order that confirms and includes appropriate verification data (*e.g.*, the Customer's date of birth or social security number); or

1.8.2.4 Within three business days of the Customer's oral request for a change in service provider, the Company must send each new Customer an information package by first class mail. If the Customer does not confirm the request by postcard within fourteen days of the date the information package was mailed, the request shall be considered cancelled. The information packet shall contain at least the following information concerning the requested change:

1.8.2.4.1 A statement that the information is being sent to confirm a telemarketing order placed by the Customer within the previous week;

1.8.2.4.2 The name of the Customer's current service provider;

1.8.2.4.3 The name of the newly requested service provider;

1.8.2.4.4 A description of any terms, conditions, or charges that will be incurred;

1.8.2.4.5 The name of the person ordering the change;

1.8.2.4.6 The name, address, and telephone number of both the Customer and the soliciting service provider;

1.8.2.4.7 A postpaid postcard which the Customer can use to deny, cancel, or confirm a service order;

1.8.2.4.8 A clear statement that if the Customer does not return the postcard, then the Customer's carrier will not be switched; and

1.8.2.4.9 The name, address, and telephone number of a contact point at the Commission for consumer complaints.

1.8.3 Letter of Agency Form and Content.

1.8.3.1 The Company shall obtain any necessary written authorization from a Customer for a change in service provider by using a letter of agency as specified in this subparagraph 1.8.3. Any letter of agency that does not conform with this subparagraph 1.8.3 is void.

1.8.3.2 The letter of agency shall be a separate or severable document (an easily separable document containing only the authorizing language described below) the sole purpose of which is to authorize a change in service provider. The letter of agency must be signed and dated by the Customer requesting the change in service provider.

1.8.3.3 At a minimum, the letter of agency must be printed in a sufficiently sized and readable type to be clearly legible to persons with normal and monochrome vision, and must contain clear and unambiguous language that confirms:

1.8.3.3.1 The Customer's billing name and address and each telephone number to be covered by the change in service provider;

1.8.3.3.2 The decision to change the from the current service provider to the prospective service provider;

1.8.3.3.3 That the Customer designates the new service provider to act as the Customer's agent for the respective change of service;

1.8.3.3.4 That the Customer understands that currently only one service provider may be designated as the Customer's service provider for any one telephone number (e.g., there may be a service provider for local service and a different service provider for toll or other service). When, pursuant to future Commission order, the number or types of services an end-use customer can designate as a service provider expands, the letter of agency must contain separate statements regarding each choice of service selection (i.e., service provider for which the letter of agency is authorizing a designation). Any service provider designated as a preferred service provider must be the service provider directly setting the rates for the Customer. One service provider can be a Customer's interstate preferred interexchange carrier, preferred intrastate carrier, and a Customer's service provider for local service; and

1.8.3.3.5 That the Customer understands that any service provider selection the Customer chooses may involve a charge to the Customer for changing the Customer's service provider.

1.8.4 Freezing a Telecommunications Service Provider.

The Company must offer Customers, at no charge, the option to freeze their service provider. As used herein, a freeze occurs when a Customer designates its existing service provider as a permanent choice which may not be changed absent further written authorization initiated by the Customer.

SECTION 2 – CUSTOMER RESPONSIBILITIES

- 2.1 The Customer is responsible for placing any necessary orders, complying with the terms and conditions specified herein and assuring that all users of the services provided by Company comply with the same. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another user. The Customer also is responsible for the payment of charges for all calls originated at the Customer's telephone number which are not collect, third party, calling card, or credit card calls.

- 2.2 The Customer is responsible for charges incurred for special construction and/or special facilities, which the Customer requests and which are ordered by the Company on the Customer's behalf, except as noted on the Customer Preference Page.
- 2.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer or others.
- 2.6 The Customer indemnifies the Company for the theft of any Company equipment or facilities installed at the Customer's premises.

SECTION 3 – TERMINATION OF SERVICE

- 3.1 **Customer Termination.** Customer may terminate service, with or without cause, by giving the Company three days' notice. Service will be disconnected on the requested termination day, and Customer will not be responsible for services rendered after that day.
- 3.2 **Disconnection Without Notice.** The Company may not deny or discontinue service to a Customer without prior written notice except for the following reasons:
 - 3.2.1 If a condition immediately dangerous or hazardous to life, physical safety, or property exists;
or
 - 3.2.2 Upon order by any court, the Commission, or any other duly authorized public authority; or
 - 3.2.3 If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes.
- 3.3 **Disconnection With Notice.** The Company may suspend or discontinue service without suspension or, following suspension of service, sever the connection and remove any of its equipment from the Customer's premises in the service area after prior written notice only for one of the following reasons:
 - 3.3.1 Non-payment of any past due bill for a universal service offering. The due date shown on the bill must be at least 10 days after the date of the bill issuance or five days after the date of mailing whichever is later. Solely for the purposes of this paragraph 3.3, a bill is past due if not paid within 30 days of the due date.

- 3.3.2 Obtaining service by subterfuge which includes, but is not restricted to, an application for service at a location in the name of another party by a Customer whose account is delinquent and who continues to reside at the premises.
- 3.3.3 Violation of any rule of the Company which may adversely affect the safety of the Customer or other persons or the integrity of the Company's service.
- 3.3.4 Failure to comply with municipal ordinances or other laws pertaining to telecommunications service which may adversely affect the safety of the Customer or other persons or the integrity of the Company's service.
- 3.3.5 Failure of the Customer to permit the Company reasonable access to its facilities or equipment.

3.4 Restriction on Denial or Discontinuation of Service.

- 3.4.1 Service cannot be denied or discontinued for delinquency or nonpayment of charges for service unless the Customer has been issued a bill for the charges consistent with the billing requirements under this Agreement and the Operating Procedures filed with the Commission.
- 3.4.2 Delinquency in payment for service rendered to a previous occupant of the premises to be served, unpaid charges for services or facilities not ordered by the present or prospective customer, or failure to pay directory advertising charges or any other indebtedness except as incurred for service rendered by the Company for universal service offerings shall not constitute a sufficient cause for refusal or termination of jurisdictional service to a present or prospective customer. However, consistent with the provisions of this section 3, services may be denied or discontinued when the provider can reasonably demonstrate it is being used to obtain unauthorized access to services offered by the Company.
- 3.4.3 The Company may not use its purchase of a Customer's indebtedness, *i.e.* the accounts receivable, from another telecommunications service provider as a basis for requiring monetary interest from or a deposit by that Customer or to deny or discontinue providing its jurisdictional services to that Customer. Nothing in this subparagraph 3.4.3 shall preclude the Company from requiring a deposit pursuant to the Company's customer deposit procedures.
- 3.4.4 If the Customer continues to pay all current bills, which is defined for the purpose of this subparagraph 3.4.4 as that portion of the amount owed by the Customer for services that is not more than 30 days overdue, the Company shall not discontinue service for non-payment of a past due amount for services when the Customer has entered into an amortization agreement with the Company. Payments for current bills shall first be credited by the Company to universal service offerings. Past due amounts collected under the amortization schedule shall first be applied by the Company to eliminating any over-due payments for

universal service offerings. A reasonable period for amortization of past due amounts shall be six months for residential and three months for commercial Customers. Amortization is not appropriate unless the past due amount of the Customer is greater than twice the average monthly bill for the class of service to which the Customer belongs over the last six months for the use of services provided by the Company. Partial payments for current bills or for past due amounts shall first be credited to universal service offerings, unless otherwise instructed by the Customer.

- 3.4.5 In addition to the authority to disconnect without notice for fraudulent purposes under subparagraph 3.2.3, and notwithstanding the foregoing provisions of 3.3 and 3.4.4, the Company may disconnect long distance service to a Customer upon not less than seven days written notice, consistent with the remaining provisions of this section, if the Company has substantial reasonable grounds to believe, and it is prepared to reasonable demonstrate, that payment from the Customer for long distance is in jeopardy.
- 3.4.6 Unless requested by the Customer, the Company shall disconnect dial tone only during the normal business hours of the Company's business or customer service offices. There shall be no disconnection of the dial tone from 12 noon on any day when the business or customer service offices of the Company will not be open the following day until 8:00 a.m. the next day the business or customer service offices are open for a full business day.
- 3.4.7 The Company shall postpone discontinuance of universal service to a residential Customer for 30 days from the date of a certificate by a licensed physician which states that discontinuance of service will aggravate an existing medical emergency or create a medical emergency for the Customer, a member of his or her family, or other permanent resident on the premises where service is rendered. This postponement may be limited to 60 days within a continuous 12 month period or a lesser period agreed upon by the Company and the Customer or physician. This notice or certificate of medical emergency must be in writing and show clearly the name of the person whose illness would be exacerbated by discontinuance of service, and the name, title, and signature of the person giving notice of or certifying the medical emergency.

3.5 Notice to Customers

- 3.5.1 The Customer shall be notified in writing of the Company's intention to discontinue services and shall be allowed no less than 10 days in which to respond. The notice shall clearly state any amount due and the date by which it must be paid. In the event the Customer does not pay or make arrangement for resolution of the dispute by that date, the Company may discontinue service.
- 3.5.2 Except as provided by paragraph 3.2, notice of discontinuance of service in accordance with subparagraph 3.5.1 shall advise the Customer how to contact the Company to resolve any dispute, the amount and date due of any non-payment, information concerning the violation

of any rule, and, in addition, the notice shall advise the Customer of his rights under this rule as follows:

- 3.5.2.1 The right to make an informal complaint to the Commission Staff by letter, telephone or in person;
- 3.5.2.2 The right to request, in writing, a hearing before the Commission.
- 3.5.3 A notice for discontinuance of service must also include the following information.
 - 3.5.3.1 That the hearing will be conducted in accordance with the Rules of Practices and Procedure of the Commission;
 - 3.5.3.2 That the Company may request the Commission to order the applicant for a hearing to post an additional deposit or bond with the Company in an amount the Commission deems reasonable under the circumstances.
 - 3.5.3.3 That the Commission may order the Company not to terminate service pending a hearing at the discretion of the Commission. Ordinarily, an order not to terminate service will be issued only if:
 - 3.5.3.3.1 The Customer has posted a deposit or bond with the Company equal to the amount in dispute or as otherwise prescribed by the Commission; or
 - 3.5.3.3.2 The Customer has previously made an informal complaint to the Commission Staff and Staff investigation of the complaint indicates probable success of the Customer.

SECTION 4 - RATES AND CHARGES

4.1 Payment of Charges

- 4.1.1 The Customer is responsible for payment of all charges for service furnished to the Customer, and for all charges incurred to the Customer's telephone number regardless of which party terminates the service.
- 4.1.2 The Company will provide bills to Customer that are typed or machine-printed, and which contain an itemized listing of all charges and the period of time covered by the billing.
- 4.1.3 The Company reserves the right to assess late payment charges for a Customer whose account(s) carries principal owing from the prior billing period. Any charges not paid in full within 15 days after the due date indicated on the billing statement may be subject to a late fee of 1.5% of the total of the bill. At the end of the initial subsequent billing period, an

additional charge of 1.5% of any remaining unpaid amount may be assessed on the Customer. Thereafter, a further additional charge of 2% of any portion of the original unpaid amount may be assessed.

- 4.1.4 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately 30 days in length. Customer will have at least 20 days from the bill date to pay the new balance.
- 4.1.5 Customers must notify the Company either verbally or in writing of any disputed charges, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay any disputed charges during the time period in which the Company conducts its investigation into the matter. If after such investigation, Company determines amounts to be due, those amounts are immediately due and payable.

4.2 Deposits

The Company may collect a deposit for Company-provided equipment used by Customer. Any deposit required of Customer shall bear a reasonable relationship to the value of the equipment. Customer deposits will not be based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria that does not bear a reasonable relationship to the assurance of payment. Interest will be paid on all Customer deposits at the rate of three percent (3%) per year, payable from the date of deposit to the date of refund. Upon termination of service and the return of any equipment, the Company will return any deposit, plus interest, to the last address provided by Customer, within 45 days of termination of service. The Company reserves the right to apply any deposit to any charges then past due.

4.3 Contested Charges

All bills are presumed accurate and shall be binding on the Customer unless the Company receives objection. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. The undisputed portion of any bill and any subsequent bills must be paid on a timely basis or the service may be subject to disconnect. If it is determined that any amount previously paid was incorrectly billed, Company will reduce Customer's subsequent bill accordingly, or, at the request of the Customer, will issue a refund.

4.4 Taxes

State and local sales, use and similar taxes and governmental assessments, including gross receipts taxes, are billed as separate items and are not included in the quoted rates for telecommunications services listed on the Customer Preference Page.

4.5 Start of Billing

For billing purposes, the start of service is the day shown on the Customer Preference Page, or the day following acceptance by the Customer of the Company's service or equipment. The end of service date is the last day of the minimum notification of cancellation, or any portion of the last day after receipt by the Company of notification of cancellation as described in paragraphs 3.1 through 3.4 of this Agreement.

4.6 Promotions

From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purposes.

4.7 Insufficient Funds Charge

If payment for services is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a \$20.00 service charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

4.8 Reconnect Charge

If service has been discontinued for proper cause, the Company will charge a fee of \$30.00 to defray the cost of restoring service to the Customer.

4.9 Discounts for Hearing and Speech Impaired Customers

Directory Assistance services for hearing or speech impaired Customers are provided by the Company or a designated carrier. No charge shall be assessed upon any person who suffers from a physical or visual impairment that precludes such a person from using a telephone directory.

4.10 Billing

All monthly bills issued by the Company, which include charges for universal service offerings, shall contain an itemization of charges for the following services and shall include, when applicable, but not be limited to:

- 4.10.1 basic universal service as requested by the Customer;
- 4.10.2 when the Customer is being billed under an optional message or measured service rate, the bill shall also include a calculation of the cost of basic universal service under the flat rate applicable to the Customer, as if the Customer were a flat rate subscriber;
- 4.10.3 extended area service, if applicable;
- 4.10.4 other services separately stated, which shall include a listing of any deposit and the interest returned to a Customer under the provisions of this Agreement and the Operating Procedures;
- 4.10.5 an itemization of all long distance calls charged to the account including, but not limited to, the date and time of the call, the length of the call in minutes, the destination of the call, or point of origin for collect and third party calls and the rate period applicable (*i.e.*, day or peak rate discount/evening and night/economy or supersaver rate);
- 4.10.6 the telephone number of the Company's business office;
- 4.10.7 notification of when the bill is due;

- 4.10.8 local, state and federal taxes, and;
- 4.10.9 segregation of any non-universal service charges for service or equipment from those for universal service with these charges being labeled as non-universal service charges.

Concurrent with the preceding itemization requirements, all optional services shall be identified as optional. Solely for the purpose of this paragraph 4.10, an optional service is one that is not necessary to obtain basic universal service. Also, charges levied by other governmental bodies, such as the Federal Communications Commission, on basic universal service are not to be classified as optional charges within the intent of this paragraph 4.10.

SECTION 5 - ADDITIONAL TERMS

5.1 Amendment of this Agreement

Company will provide Customer with 14 days' written notice of any amendments to this Agreement. By use of the service on or after the effective date of the Amendment, Customer acknowledges acceptance of all such amendments. Customer may add or delete services reflected on the Customer Preference Page by giving the Company verbal or written notice of the intent to do so.

5.2 Assignment

Customer may not sell, assign, or transfer rights and obligations contained in this Agreement without the consent of the Company, which may be withheld at its sole discretion.

5.3 Notices

All written notices required or allowed under this Agreement shall be given to Company at the following address: Western Wireless Corporation, 3650 131st Avenue S.E., Suite 400, Bellevue, WA 98006. All written notices required or allowed under this Agreement shall be given to Customer at the billing address listed on the Customer Preference Page.

5.4 Entire Agreement

This Agreement contains the entire Agreement between Company and Customer and supersedes and cancels all prior understandings, agreements, contracts or arrangements between them concerning the subject matter hereof. No statements or representations not included herein shall not be binding upon the parties.

5.5 Governing Law

This Agreement shall be governed by applicable federal law, the regulations of the FCC, and the laws of the State of Colorado.

5.6 Waiver

Failure by either party to strictly enforce any provision of this Agreement shall not be construed as a waiver thereof, or as excusing the other party from future performance.

5.7 Savings Clause

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, such provision shall be deemed not to be a part of this Agreement, except in the case of a state or local prohibition, in which event it shall be eliminated only for such state or locality, but no such elimination shall invalidate any other provision.

OPERATING PROCEDURES

A. LOCATION OF RECORDS.

Unless otherwise authorized by the Commission, all records required by these procedures pertaining to the carrier's universal service offering shall be kept within the state of Colorado and shall be made available to the Commission or its authorized representatives at any time upon request.

B. RETENTION OF RECORDS.

Unless otherwise authorized by the Commission, all records required by these procedures pertaining to the carrier's universal service offering shall be preserved for the period of time specified by Rule 25 of the rules of Practice and Procedure of the Commission, but in no event less than a minimum of 24 months after the date of entry of the record if the retention length is not specifically noted in Rule 25.

C. SERVICE AREA MAPS.

The carrier shall have on file with the Commission a map of each of its designated service areas within the state of Colorado. Each map shall show clearly the boundary lines of the area in which the carrier has been designated as an ETC/EP. Boundary lines shall be located by appropriate measurement to an identifiable location where that portion of the boundary line is not otherwise located on section lines, waterways, railroads, roads, etc. Maps generally shall contain detail as shown on county highway maps: The map scale and other sufficient detail shall be shown to permit the location of designated service area boundaries in the field.

D. RECORDS OF COMPLAINTS

The carrier shall maintain an accurate record of all oral and written complaints made by its customers regarding its service, or rates and charges. This record shall include the name and address of the customer or complainant, the time, date and nature of the complaint, the action taken to clear trouble, and the date and time of trouble clearance.

The record of complaints shall be categorized to indicate to the carrier and to the Commission whether any particular customer encounters the same difficulties frequently, in terms of complaints per month, including customer trouble reports, whether a large number or percentage of all complaints from different customers arise from the same irregularity in service, with 5 percent or more of all complaints over a three month period being considered significant, or whether some phase of the construction, equipment, maintenance or operation are causing the complaints.

E. MAINTENANCE AND OPERATIONS RECORDS

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the

purposes of the carrier or to fulfill the requirements of these procedures shall be kept on file in the office of the carrier as required under Procedures A and B of these procedures. Corrective maintenance records shall show the equipment or facility, such as metering and recording equipment, that was tested or inspected. The records shall also include the reason for the test, the general conditions under which the test was made, the results of the test, and the corrections made.

F. SERVICE EXTENSION POLICY.

The carrier shall maintain policies on file with the Commission which state the conditions and circumstances under which extensions of service by the carrier or by other entities under contract to the carrier will be made in order to render service to prospective end-use customers within the designated service area. The applicability of the carrier's service extension policy shall not unduly discriminate among the carrier's prospective end-use customers by class of service. The policies shall include schedules of charges for service connections and extensions. The carrier shall provide a construction credit to a prospective end-use customer which reflects the amount of its capital investment which is supported by revenue received from the customer revenue stream, the CHCF and all other price support mechanisms established by the federal government and by this state for that area (i.e., its supported costs). Copies of the policies shall also be on file in the business offices of the carrier and shall be available for inspection by the public during regular business hours.

G. HELD SERVICE APPLICATIONS

1. During periods of time when the carrier may not be able to supply service to customers in the carrier's service areas within the time frames established in these procedures, the carrier shall keep a record for each service area showing the name and address of each applicant for service, the date of application, the class type and grade of service applied for, (e.g., first line or additional line), together with the reason for the delay in providing the service to the applicant, and the expected date of service.
2. When the number of held service orders exceeds 50 orders in a service area providing service to 2,000 or more customers, or 20 held service orders in a service area serving fewer than 2,000 customers, the carrier shall maintain a summary of applications for each affected service area showing the total number categorized by various causes for delay and by dates of application.
3. The carrier shall, within five (5) working days submit to the Commission a report showing the information required by paragraph 1 of this procedure, and the number of days service has been delayed, when the lesser of 50 or 5 percent of the total number of service applications in a service area in a consecutive three-month period are held service orders. The carrier shall further submit,

within 14 calendar days, a report of its proposed action to reduce the number of those held service orders to fewer than the lesser of 50 or five percent of the total number of service applications in that service area.

H. **SERVICE INTERRUPTIONS**

The carrier shall keep a record showing all interruptions affecting service in an entire service area or any major portion of it that affects the lesser of 25 percent or 1,000 of the service area's customers for one or more hours during the day. This record shall show the date, time, duration, extent and cause of the interruption.

I. **MAINTENANCE PRACTICES**

The carrier shall adopt a program of periodic tests, inspections and preventative maintenance aimed at achieving efficient operation of its system to permit at all times the rendering of safe, adequate and continuous service as recognized by general practices within the telecommunications industry. The presence of inductive interference, cut-offs, intelligible cross-talk and excessive noise generation by communication system facilities during the provision of telecommunications services by the provider are symptomatic of inadequate service, and a maintenance program should be designed to minimize or prevent those occurrences. The provider shall maintain its system to meet the applicable service adequacy standards defined in these procedures.

Records of various tests and inspections necessary to meet service standards of the industry in general or those contained in these procedures shall be kept on file in the office of the carrier for review by the Commission. These records shall show the nature of the equipment tested, the reason for the test, the general conditions under which the test was made, the general result of the test and the corrections made.

J. **SERVICE DURING MAINTENANCE OR EMERGENCIES**

1. The carrier shall make reasonable provisions to meet emergencies resulting from failures of lighting or power service, sudden and prolonged increases in traffic, illness of operators, or from fire, storm, or acts of God, and shall issue instructions to its employees covering procedures to be followed in the event of emergency in order to prevent or mitigate interruptions or impairment of telecommunications service.
2. Each switch, microwave radio site, and other network facility requiring power of the carrier shall contain a minimum of four hours of battery reserve (or backup power) rated for peak traffic load requirements. If the facility is not continuously attended by trained personnel, or does not contain a permanent auxiliary power unit, additional battery reserve shall be installed to provide for travel time. Travel time is the time from personnel call-out through arrival at the facility.

- a. In a switch with capacity for more than 10,000 customers, a permanent auxiliary power unit shall be installed. If the auxiliary power unit requires manual-start and transfer then one hour additional battery reserve shall be installed.
 - b. In a switch serving fewer than 10,000 customers, microwave radio sites, and other network facilities requiring power, a mobile power source shall be available which can be delivered and connected. Additional battery reserve capacity beyond the four hour minimum shall be installed by the carrier at these locations based on the consideration of the following local conditions:
 - i. reasonable travel time (the time from personnel call-out through arrival at the facility);
 - ii. time for procuring and transporting the portable engine to the site, placing it in position, and connecting it to the load;
 - iii. number of sites serviced by one engine (commercial power failures may simultaneously affect more than one facility); and
 - iv. frequency and duration of past commercial power failures.
3. Service interruptions for an extended time due to maintenance requirements shall be done at a time which causes minimal inconvenience to customers. To the extent possible, customers shall be notified in advance by the carrier of extended maintenance requirements. Emergency service should be made available in an area that experiences a service interruption affecting 1,000 or more customers which may last for more than four hours during the hours of 8:00 a.m. to 10:00 p.m. based upon the prior experience of the carrier. If the carrier cannot provide emergency service it shall file a report of the occurrence with the Commission.
 4. The carrier shall develop a general contingency plan to prevent or minimize any service interruptions due to the catastrophic loss of a switch that serves more than 10,000 customers. The plan shall describe the actions and systems installed to prevent or minimize the probability of such an occurrence as well as describe the actions and systems available to minimize the extent of any incurred service interruption.

K. ADEQUACY OF SERVICE.

1. The carrier shall employ prudent management and engineering practices so that sufficient equipment and adequate personnel are available at all times, including the average busy hour of the busy season. To meet this objective, the carrier shall conduct traffic studies, employ reasonable procedures for forecasting future service demand and maintain the records necessary to demonstrate to the Commission that sufficient equipment is in use and that an adequate operating force is provided.

2. The criteria for quality of service established within these procedures defines a minimal acceptable standard for the most basic elements of telecommunications service. The procedures do not attempt to define all criteria for all service applications nor the most desirable service level for any basic element except for the *minimal acceptable standard*. In the event a *specific service element* is not covered by these rules, the carrier will be expected to meet generally accepted industry standards for that element and the total service. Organizations which are recognized for establishing standards that may be appropriate for telecommunications services provided in this state include the IEEE, ANSI and the Federal Communications Commission (FCC).
3. The carrier shall make regular periodic measurements to determine the level of service for each item included in these procedures. These records shall be available for review by the Commission upon request.
4. The carrier shall transmit its service at a signal strength level of negative 104 dBm measured at the input (antenna port) of the wireless customer premises unit for active customers.
5. The standards within these procedures establish the minimum acceptable quality of service under normal operating conditions. They do not establish a level of performance to be achieved during the periods of emergency, catastrophe, natural disaster, severe storm or other events affecting large numbers of customers nor shall they apply to extraordinary or abnormal conditions of operation, such as those resulting from work stoppage, civil unrest, or other events for which a provider may not have been expected to accommodate. To the extent such conditions affect the measurement records required under this Adequacy of Service procedure and consequently the ability of the carrier to meet any other standards within these procedures, it is the responsibility of the carrier to separately document the duration and magnitude or effect of such occurrences in its records.

L. LOCAL CALLING AREA STANDARDS

The carrier shall establish local calling areas after considering these community of interest standards. The carrier will provide local calling areas that include access to a comparable or greater number of access lines as that required of the incumbent carrier consistent with applicable regulatory standards. The carrier shall attempt to provide at least one option to its customers that meets these local calling area standards.

1. Principles. In general, and to the extent possible, each local calling area should:

- a. allow customers to place and receive calls without payment of a toll charge within their community of interest;
 - b. allow customers to place and receive calls without payment of a toll charge to 9-1-1, their county seat, municipal government, elementary and secondary school districts, libraries, primary centers of business activity, police and fire departments, and essential medical and emergency services; and
 - c. not exhibit any discontinuities.
2. Community of Interest Standards for Establishment of Local Calling Areas. An indication of a community of interest exists, sufficient to warrant consideration by the carrier for inclusion in the local calling area, when either of the following conditions are met:
- a. Calling Volume Standard. The calling rate for calls within the area under consideration for inclusion in the local calling area equals or exceeds an average of four calls per customer per month and at least two calls per customer per month are made by at least 50% of the customers. When the calling volumes meet this standard, the carrier shall consider the inclusion of these areas in the local calling area. A calling rate of twenty-four calls per customer per month to the Denver Metro Exchange and at least eight calls per month per customer made by at least 50% of the customers from the area provides a showing of interest sufficient to warrant consideration of the appropriateness of inclusion of the Denver Metro Exchange in the local calling area. A calling rate of eight calls per customer per month to the Colorado Springs Exchange with at least three calls per month per customer made by at least 50% of the customers from the area provides a showing of interest sufficient to warrant investigation of the appropriateness of inclusion of the Colorado Springs Exchange in the local calling area. A calling rate of six calls per customer per month to the Pueblo, Ft. Collins, Grand Junction, or Greeley Exchange with at least two calls per month per customer made by at least 50% of the customers from the area provides a showing of interest sufficient to warrant investigation of the appropriateness of inclusion of the Pueblo, Ft. Collins, Grand Junction, or Greeley Exchange in the local calling area.
 - b. Alternate Criteria Standard. The carrier may also consider the establishment of local calling areas based upon evidence that a community of interest exists among the areas that does not currently meet the criteria of paragraph 2.a. herein. In evaluating such areas for inclusion in a local calling area, the carrier shall consider community of interest issues dictated by urban growth patterns, and the present and future availability of essential services in rural areas. Criteria to be used by the carrier in making its determination shall include:

- i. the local calling area principles of paragraph 1 herein;
- ii. customer calling patterns;
- iii. the location of serving transportation centers;
- iv. demographic profiles of the residents of the area(s); and
- v. the location of primary centers of business activity and employment centers, and the location of employee residences.

The carrier may consider other pertinent factors such as the availability and feasibility of optional calling plans, and the level of local and long distance competition.

M. ADVERTISING

The carrier shall submit, on a confidential basis, proposed customer advertising materials to the Commission Staff and the Office of Consumer Counsel ("OCC") for information purposes seven days prior to its use. The carrier shall submit periodic reports describing advertising materials in use in Colorado to the Commission Staff and OCC.

N. DIRECTORY LISTINGS

1. General Distribution.

- a. The carrier will publish, or contract with a third-party to publish, an annual directory listing including the name, address, and phone number of all customers except those requesting omission of their listing from the directory. The directory shall also include a listing by trade or type of service offered of all businesses within the service area.
- b. The carrier shall cause a copy of each directory to be distributed free of charge to all customers served by that directory with at least one copy provided for each customer account. A copy of each directory published for the carrier shall be annually furnished to the Commission. The carrier shall furnish additional free directories in response to a reasonable request from any customer. Upon written request, public libraries within the state of Colorado shall be furnished free copies of the directories for all service areas served by the carrier within the state.

2. Directory Information and Instructions.

- a. The name of the carrier, an indication of the service area included in the directory and the month and year of issue shall appear on the front cover of the directory. Information pertaining to emergency calls such as for the police and fire departments shall appear conspicuously in the front part of the directory.
- b. The directory shall contain instructions concerning placing local and long distance calls, calls to repair and directory assistance services, and locations

and telephone numbers of the carrier's business offices appropriate to the area served by the directory.

- c. Each directory shall contain, in a prominent manner in the instructional section, notice of the Commission's current toll free telephone number and the customer's right to bring complaints and inquires regarding jurisdictional telecommunications service to the Commission.

3. Directory Assistance and Intercept.

- a. The carrier shall list the telephone numbers of its basic universal service customers (except those customers requesting otherwise) with the directory assistance operators within 72 hours of service connection in order that the operators may provide the telephone numbers based on the customers' names and addresses when those numbers are requested.
- b. In the event of an error in the listed number or name of any customer by the carrier, and until a new directory is published, the carrier shall make whatever special arrangements are necessary and reasonable at no charge to ensure that calling parties are able to reach the customer whose listed number or name is in error.
- c. In the event of an error in the number, name or address listing of any customer, the customer's correct name, address and telephone number shall be in the files of the directory assistance and intercept operators within 72 hours of confirmation of the error by the carrier and furnished to any caller upon request.
- d. Whenever any customer's telephone number is changed at the request of the customer after a directory is published and until a new directory is issued, the carrier shall intercept all calls to the former number for a reasonable period but not fewer than 60 days. If the change is due to the initiative of the carrier, intercept service for the former number shall be provided for the greater of 60 days or the remaining life of the current directory at no charge. The correct number shall be in the files of the information operator within 72 hours of the number change or sent to the operator within 24 hours if the carrier does not provide its own service. The carrier shall provide the caller with information on how to obtain the new number with the intercept recording.

O. CONSTRUCTION OF FACILITIES

While nothing in this procedure shall impose on the carrier an obligation to construct facilities nor relieve the carrier of any obligation to construct facilities otherwise provided for by applicable law or Commission directive, to the extent facilities are constructed, they shall comply with all requirements contained in these procedures.

P. NETWORK CALL COMPLETION REQUIREMENTS

1. Direct Dialed Calls.

- a. The carrier shall maintain sufficient switch and backhaul capacity, plus other necessary facilities to meet the following minimum requirements during any normal busy hour:
 - i. Dial tone within three seconds for 98 percent of call attempts on the switched network.
 - ii. Correct termination of 98 percent of properly dialed calls within a local calling area routed entirely over the carrier's network.
 - iii. Correct termination of 98 percent of all properly dialed calls originating on another carriers network.
- b. A properly dialed call shall be considered terminated in the following circumstances:
 - i. The calling party receives an indication of ringing and a ringing signal is delivered to the location of the called party. If the called party answers, a connection is established between the calling and called parties.
 - ii. If the called number is busy, the calling party receives a busy signal.
 - iii. If a connection cannot be established between the calling and called parties, the calling party will receive an announcement or an appropriate overflow signal which is different than a called party busy signal. A call is not considered to be correctly terminated when this condition exists.
 - iv. A call to a non-working code or inoperative customer number is directed to the intercept service of the carrier.

2. Operator Assisted Calls.

- a. All communications between customers must be considered as confidential in nature. The carrier shall take reasonable action to minimize the potential access of other entities to those communications. Operators or employees of the carrier must not listen to any conversation between customers, except in the case of an operating necessity. Operators shall not repeat or divulge the nature of any local or long distance conversation, nor divulge any information inadvertently overheard. The carrier will be held responsible for strict compliance with this rule by their employees or other entities which perform this service for the carrier.
- b. Suitable rules and instructions shall be adopted by the carrier and followed by employees or other entities employed by the carrier governing the language and operating methods to be used by operators during assistance to customers. Specifically, operators must be instructed to be courteous, considerate, and efficient in the handling of all customer calls. Any required call timing for operator assisted calls shall accurately record when the customer requested connection is established and when it is terminated.

- c. Each carrier offering operator assistance to the public shall provide a service that can answer 85 percent of directory, intercept, toll and local assistance calls within 10 seconds.
 - d. Other calls directed to the published telephone numbers for service repair or the business offices of the carrier shall be acknowledged within 20 seconds and shall be answered by either a carrier representative or a voice-response or mechanized unit menu within 60 seconds (as measured from the same starting point in time as for the 20 second acknowledgement standard) for 85 percent of all such calls during any monthly period. Each business day during any month for which the standard was not obtained for the published telephone number associated with the respective service center or business office shall be deemed a separate violation of this procedure. When fewer than 85 percent of such calls are answered in any month for any service center or business office, a written report listing each offending service center or business office will be submitted to the Commission within twenty-one (21) calendar days from the end of the month in which the standard was not met. For each violation listed, the report shall identify the percent of calls answered, the reason for failure to meet the 85 percent standard, the remedial action the carrier has taken, and any known results of that remedial action.
 - e. The measurement records for determining the minimum acceptable call completion criteria described under this procedure may be adjusted, as allowed under paragraph 4 of the Adequacy of Service procedure herein, for the circumstances specifically described within that paragraph.
 - f. An answer shall mean that either a company representative or a voice-response or mechanized unit menu is ready to assist the customer or accept information necessary to process the call. An acknowledgement that the customer is waiting on the line shall not constitute an answer. A dropped call shall not be considered an answer. An answer shall not mean either directing the call to a company representative or mechanized system incapable of providing assistance to the customer or directing the call to a system that will only take a message from the customer.
3. Intra-LATA Interexchange Toll Dialing Pattern.
- a. The Commission has provided for uniform dialing patterns for all intra-LATA interexchange toll calls (calls which are not included within basic local exchange service.) The current supply of available central office codes will be exhausted in the near future. In order to provide for more numbers, the Administrator of the North American Numbering Plan, and the telecommunications industry have agreed to proceed with the implementation of interchangeable area codes, also referred to as interchangeable Numbering Plan Areas (NPA or INPA). The interchangeable area codes change "1+" and "0+" from "toll indicators" to "area code

indicators". To preserve a "toll indicator" for consumer protection it will be necessary to adopt a 1 + ten digit dialing pattern for all intra-LATA, interexchange toll calls.

- b. The North American Number Plan (NANP) specifies the format for telephone numbers in the United States, Canada, Bermuda, and many Caribbean Basin islands. On January 1, 1995, the NANP format changes to permit fully interchangeable codes. Prior to January 1, 1995 all jurisdictional LECs will convert to a new dialing plan which will permit the new NANP format to be used. Use of an area code or NPA is required for all intra-LATA, interexchange toll calls which originate and terminate in the same area code (NPA). The new dialing plan will replace the existing 1+ seven digit dialing plan in use today with the "1+ 10 digit" dialing plan.

Q. TROUBLE REPORT RESPONSE

1. Maximum Acceptable Number of Reports. The carrier shall maintain its network so as to minimize customer trouble reports for services in an economical manner, but shall not exceed eight reports per 100 customers per month per service area averaged over a three-month period. An occurrence of a violation of this procedure shall be considered as each day in the month for which the three month average of trouble reports for that month and the preceding two months exceed this criteria for the service area in question.
2. Allowable Response Time. The response of a carrier to customer trouble reports shall be such that the percent of all out-of-service reports for each month, for each service area, listed in the table below are cleared within 24 hours. A separate occurrence of a violation of this procedure shall be considered as each day of each month for which the criteria was not met in each service area served by the carrier.

MONTH**	CLEARED WITHIN 24 HOURS
1 through 6	70%
7 through 12	75%
13 through 18	80%
19 and beyond	85%

** The number of months shall be measured from the effective date of these procedures.

When fewer than the percent listed in the table for any month for any service area are not cleared within 24 hours, a written report listing each offending service area will be submitted to the Commission within twenty-one (21) calendar days from the end of the month in which the standard is not met. For each violation listed, the report shall identify the percent of trouble reports cleared within 24 hours, the

reason for falling below the standard, the remedial action the carrier has taken, and the date the service area is expected to meet or exceed the standard.

This criteria excludes the following conditions to the extent the carrier can separately document the number of such occurrences:

- a. Reports for non-basic services or services of another provider.
 - b. Situations where access to the customer's premise is required but not available.
3. Measurement Records. The measurement records for determining the maximum acceptable number of reports under this procedure, or the allowable response time under this procedure, may be adjusted as allowed under paragraph 4 of the Adequacy of Service procedure, for the circumstances specifically described within such paragraph 4 of the Adequacy of Service procedure.
 4. Response Priority. If requested by the customer, the carrier shall give priority to and initiate repairs regardless of the hour for customer trouble reports which may affect the public health and safety.
 5. Customer Notification. If employees of the carrier cannot clear the reported trouble promptly, the customer will be given a reasonable estimate of when the trouble report will be cleared.

R. EXPENSE OF ADJUSTMENTS

A carrier shall specifically identify all expenses incurred in providing bill credits, installation fee waivers and alternative service in compliance with these procedures. Such expenses shall be specifically identified by category of service, revenues foregone or credited, the duration of service and by all other information necessary for the Commission to track such expenses.

BASIC UNIVERSAL SERVICE OFFERING
OF WESTERN WIRELESS HOLDING CO., INC., d/b/a CellularOne

The following contains a detailed description of Western Wireless Holding Co., Inc.'s ("Company") basic universal service offering in Colorado. This description relates only to the Company's wireless universal service offering and in no way relates to the Company's other service offerings.

A. COMPANY'S BASIC UNIVERSAL SERVICE OFFERING

Company's Basic Universal Service Offering ("BUS Offering") Includes the Following Services Required under 47 C.F.R. § 54.101(a) and 4 CCR 723-41-8.2.1.3:

1. Access to Public Switched Telephone Network, Single-Party Service and Local Usage. The Company's service is a single-party service that includes access to the public switched telephone network and unlimited local usage that allows customers to originate and terminate calls within the applicable Local Calling Area as set forth below.
2. The Company's BUS Offering Will Provide the Functional Equivalent of Dual Tone Multi-Frequency ("DTMF") Signaling. DTMF is a method of call signaling that facilitates the transportation of call set-up and call detail information.
3. Access to Emergency Service. Customers of the Company's BUS Offering will be able to reach a public safety answering point by dialing "911." A 911 call made by a customer of the Company's BUS Offering will not transmit the address of the customer to the public safety answering point. A customer must give their address or location to the dispatcher for prompt response to an emergency call.
4. Access to Long Distance Service. As part of the Company's BUS Offering, customers will have access to long distance service that allows for the origination of calls completed outside of the applicable Local Calling Area. These calls are billed as long distance calls as set forth herein. A customer may also access a specific long distance carrier by dialing that carrier's access number.

5. Access to Directory Assistance. The Company's BUS Offering includes Directory Assistance, which provides customers with access to information contained in directory listings.
6. Access to Operator Services. Customers will have access to live or automatic operator assistance for the placement of telephone calls, including collect calls, calling card calls, credit card calls, person-to-person calls, and third party calls, as well as obtaining related information.
7. Toll Blocking. Customers may choose to have the Company block all attempted domestic and/or international toll calls originating from the customer's phone. This option can be exercised by making such a request to the Company.
8. Lifeline and Link-Up Services. Certain low income consumers pay reduced connect charges and monthly fees by virtue of the Federal Link-Up and Lifeline programs. Customers may contact the Company for more information.
9. Hearing Impaired. The Company will make available services for the hearing impaired. Customers may contact the Company for more information.

B. ADDITIONAL SERVICES WHICH MAY BE ADDED TO A BASIC UNIVERSAL SERVICE OFFERING

1. Voice Mail
2. Call Waiting
3. Call Forwarding
4. Three-way Conference Calling

C. THE PRICING FOR COMPANY'S UNIVERSAL SERVICE OFFERING

1. The charge for the Company's BUS Offering, excluding taxes and governmental assessments, is \$14.99 per month. There is a \$15.00 activation charge, and a \$30.00 per hour charge for the installation of the customer premises equipment.
2. The Company will require a deposit in an amount based on the customer's credit rating.
3. Long distance calls are charged at \$.10 per minute for calls made within the United States. International long distance calls are charged at \$.25 per minute.

4. The charge for voice mail is \$4.95 per month.
5. The charge for call waiting is \$2.00 per month.
6. The charge for call forwarding is \$2.00 per month.
7. The charge for three-way conference calling is \$2.00 per month.
8. The charge for the set of features including call waiting, call forwarding, and three-way conference calling is \$5.00 per month.
9. The charge for Directory Assistance is \$.25 per listing.
10. Federal and state universal service assessments are imposed separately in an amount that is a percentage of the customer's bill.
11. Other governmental taxes and assessments imposed by law.

D. THE AREAS IN WHICH THE COMPANY'S UNIVERSAL SERVICE OFFERINGS ARE AVAILABLE, AND THE CORRESPONDING LOCAL CALLING AREAS

The Company's BUS Offering is available to customers within the exchanges in which Western Wireless has been designated an ETC and EP. The Local Calling Areas for customers in those exchanges will be determined after Western Wireless has been designated as an ETC and EP. At a minimum, customers in those exchanges will have a Local Calling Area that is at least comparable in size (measured by the number of local access lines) to the local calling area of the incumbent landline carrier. When the Local Calling Areas have been determined, Western Wireless will file an amendment to this Service Description showing the Local Calling Areas.

CERTIFICATE OF SERVICE


I hereby certify that the original and 8 copies of the foregoing Stipulation and Settlement Agreement was hand-delivered on this 14th day of November, 2000, addressed to the following:

Mr. Bruce N. Smith, Director
Colorado Public Utilities Commission
1580 Logan Street, OL-2
Denver, CO 80203

and that a true and correct copy of same was sent via regular U.S. Mail, postage pre-paid, facsimile, and/or hand-delivered on this 14th day of November, 2000, addressed to the following:

ALJ Ken F. Kirkpatrick Colorado Public Utilities Commission 1580 Logan Street, OL-2 Denver, CO 80203	Kenneth Reif, Director Office of Consumer Counsel 1580 Logan Street Suite 740 Denver, CO 80203
John Munn, Esq. Kris A. Ciccolo, Esq. Qwest Corporation 1801 California Street, Room 5100 Denver, CO 80202	Simon Lipstein, Esq. Assistant Attorney General Office of the Attorney General 1525 Sherman Street, 5 th Floor Denver, CO 80203
Barry Hjort Executive Vice President Colorado Telecommunications Association, Inc. P.O. Box 300 Littleton, CO 80160	Geri Santos-Rach Rate Analyst/Economist Office of Consumer Counsel 1580 Logan Street, Suite 740 Denver, CO 80203
John Epley Public Utilities Commission 1580 Logan Street, OL-2 Denver, CO 80203	Wendie Allstot Public Utilities Commission 1580 Logan Street, OL-2 Denver, CO 80203
Bruce Mitchell Public Utilities Commission 1580 Logan Street, OL-2 Denver, CO 80203	Anthony M. Marquez, Esq. Thomas Parchman, Esq. State Services Section 1525 Sherman Street, 6 th Floor Denver, CO 80203

Anne K. Botterud Assistant Attorney General Business and Licensing Section 1525 Sherman St., 5 th Floor Denver, CO 80203	
---	--


Jennifer Powers