#### **TITLE SHEET**

# NEW MEXICO NON-FACILITIES-BASED RESOLD LONG DISTANCE INTRASTATE TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for intrastate non-facilities based resold long distance toll Telecommunications Services furnished by Long Distance Consolidated Billing Co. ("LDCB"), with principal offices at 20 W. Washington Street, Suite 6A, Clarkston, Michigan 48346. Phone Number: (248) 625-3246, Toll Free Number: (888) 229-3900. This tariff applies for services furnished throughout the State of New Mexico. This tariff is on file with the New Mexico Public Regulation Commission located at 224 E. Palace Avenue, Marian Hall, Santa Fe, New Mexico 87501-2013, 1-800-947-4722, Ext. 4, and copies may be inspected, during normal business hours, at the company's principal place of business.

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

ISSUED BY:

# CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

- 1. Concurring Carriers None
- 2. Connecting Carriers None
- 3. Other Participating Carriers None

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

#### **CHECK SHEET**

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

**SHEET** 

22

23

2425

26

27

28

29

**REVISION** 

Original

Original Original

Original

Original

Original

Original

Original

SHEET	<b>REVISION</b>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original

<sup>\*</sup> New or Revised Sheet

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

ISSUED BY:

# **TABLE OF CONTENTS**

Title Sheet		Page
Concurring, Co	onnecting or Other Participating	1
Carriers		0
Check Sheet		2
Table of Conter	nts	3
Tariff Format	······	4
Symbols	- 1m	5
Section 1 - Tech	nnical Terms and Abbreviations	6
Section 2 - Rule	es and Regulations	7
2.1 U	Indertaking of the Company	9
2.2 U	se of Services	9
2.3 Li	iability of the Company	10
2.4 Re	esponsibilities of the Customer	12
2.5 C	ancellation or Interruption of Service	16
2.6 Cred	lit Allowance	10
2.7 Resto	oration of Service	10
2.8 Depo	osit	10
2.9 Adva	ance Payments	10
2.10 Pa	ayment and Billing	20
2.11 Coll	ection Costs.	21
2.12 Taxe	es	21
2.13 Late	Charge	21
2.14 Retu	ırned Check Charge	21
2.15 Reco	onnection Charge	21
Section 3 - Desc	ription of Service	22
3.1 C	omputation of Charges	22
3.2 Ct	ustomer Complaints and/or Billing Disputes	20
3.3 Le	evel of Service	21
3.4 Bi	Iling Entity Conditions	21
3.5 Se	rvice Offerings	21
Section 4 - Rates	S	25

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

ISSUED BY:

#### TARIFF FORMAT

- A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.
- B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.
- C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

#### **SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (C) to signify change in regulation
- (D) to signify a deleted material
- (I) to signify a change in rate or charge resulting in an increase to a customer's bill
- (L) to signify material relocated in the tariff
- (N) to signify new material
- (R) to signify a change in rate or charge resulting in a reduction to a customer's bill
- (T) to signify a change in text, but no change in rate or regulation

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

# SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or its Underlying Carrier's switching center.

<u>Authorization Code</u> - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

 $\underline{\text{Commission}}$  - Used throughout this tariff to mean the New Mexico State Public Regulation Commission.

<u>Customer</u> - The person, firm, corporation or other legal entity which orders the services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

<u>Company or LDCB</u> - Used throughout this tariff to mean Long Distance Consolidated Billing Co., a Michigan Corporation.

Day - 8 a.m. to, but not including 5 p.m., Monday through Friday

Evening - 5 p.m. to, but not including 11 p.m., Sunday through Friday

<u>Dedicated Access</u> - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

<u>Holiday</u> - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

ISSUED BY:

Night/Weekend - 11 p.m. to, but not including 8 a.m., Sunday through Friday, and all Day Saturday

Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

<u>Switched Access</u> - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

<u>Telecommunications</u> - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

<u>Underlying Carrier</u> - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

# **SECTION 2 - RULES AND REGULATIONS**

# 2.1 <u>Undertaking of the Company</u>

This tariff contains the regulations and rates applicable to intrastate non-facilities based long distance interexchange telecommunications services provided by the Company for telecommunications between points within the State of New Mexico. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers. The Company may examine the credit profile/record of any applicant prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

ISSUED BY:

- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

#### 2.2 <u>Use of Services</u>

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use 24 hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other tariff violations.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

# 2.3 <u>Liability of the Company</u>

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.3.8 Reserved for future use.

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

# 2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations, and the payment of charges for services provided under this tariff.
- 2.4.2 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.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 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.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

- The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's underlying carrier's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

# 2.5 <u>Cancellation or Interruption of Services</u><sup>1</sup>

- 2.5.1 The Company may discontinue service to a Customer for nonpayment of disputed or undisputed charges or other violations of this tariff or provisions of applicable law upon ten (10) business days'\* written notice to the Customer without incurring any liability for damages due to the loss of telephone service.
- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days<sup>2</sup> written or oral notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long

<sup>2</sup> up to but not including

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

<sup>&</sup>lt;sup>1</sup> The Customer will be provided with written notice stating the reason for the discontinuance or termination of service within a reasonable time after the suspension or termination of service.

distance usage.

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

ISSUED BY:

#### 2.6 <u>Credit Allowance</u>

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.

#### 2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

#### 2.8 Deposit

The Company does not require deposits to commence service.

# 2.9 Advance Payments

The Company does not require advance payments.

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

#### 2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. A late fee will be assessed upon any unpaid amount 30 days<sup>1</sup> after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

<sup>1</sup> up to but not including	1	up	to	but	not	inc	luding	,
--------------------------------------	---	----	----	-----	-----	-----	--------	---

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

#### 2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

#### 2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

#### 2.13 Late Charge

A late fee of 1.5% per month or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

# 2.14 Returned Check Charge

A fee of \$25 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

# 2.15 Reconnection Charge

A reconnection fee of \$25 per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

ISSUED BY:

#### **SECTION 3 - DESCRIPTION OF SERVICE**

# 3.1 <u>Computation of Charges</u>

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.
- 3.1.2 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

3.1.3 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to the V & H Coordinate table contained in AT&T's FCC Tariff No. 10 which in incorporated herein by reference.

Formula:

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_1)^2}{10}}$$

# 3.2 <u>Customer Complaints and/or Billing Disputes</u>

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

20 W. Washington Street, Suite 6A Clarkston, Michigan 48346 (888) 229-3900

or the Consumer Relations Division, New Mexico Public Regulation Commission, 224 E. Palace Avenue, Marian Hall, Santa Fe, NM 87501-2013, 1-505-827-6940 or 1-888-427-5772.

Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

#### 3.3 <u>Level of Service</u>

A Customer can expect end to end network availability of not less than 99% at all times for all services.

#### 3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

#### 3.5 <u>Service Offerings</u>

#### 3.5.1 1+ & 101XXXX Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

#### 3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

#### 3.5.3 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

ISSUED BY:

3.5.4 Reserved For Future Use

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

#### 3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

### 3.5.6 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

#### 3.5.7 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will provide the Commission with a 30-day<sup>1</sup> written notice prior to implementing any such promotional offerings. Promotional offerings will have a maximum 90 day<sup>1</sup> duration period.

#### 3.5.8 Individual Contract Basis Agreements

Individual Contract Basis Agreements will be developed and submitted to the Commission on a case by case basis in manner consistent with NMSA 1978, Section 63-9A-9 or successor statute.

1			1 .				
	up	to	but	not	inc.	lud	шg

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

#### **SECTION 4 - RATES**

#### 4.1 <u>1+ & 101XXXX Dialing</u>

\$0.25 per minute

A \$4.95 per month per number service charge applies. Billed in one minute increments

#### 4.2 Travel Cards

\$.250 per minute

A \$.25 per call connection fee applies. Billed in one minute increments

#### 4.3 Toll Free Service

\$0.25 per minute

A \$10.00 per month per number service charge applies. Billed in one minute increments

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

ISSUED BY:

#### 4.5 Directory Assistance

\$1.25

#### 4.6 Returned Check Charge

\$20.00

#### 4.7 Station Charges

The following charges are in addition to the MTS rates stated previously in this section.

	Charge per Call
Calling Card	1.98
Operator Assisted Station-to-	3.30
Station	
Person-to-Person	5.95
Operator Verification	2.25
Interrupt Service	5.00

ISSUE DATE: March 24, 2009 EFFECTIVE DATE: April 30, 2009

ISSUED BY:

#### 4.10 Universal Service Fund Assessment

The company is not required to include within its rate schedules all legally imposes federal, state and local government taxes charges and surcharges. However, these legally imposed charges may be billed by the Company to its customers. New Mexico has established a Rural Universal Service Fund that requires contributions based on a monthly percentage surcharge on billed intrastate retail revenues. The rate is established annually by the Commission. This percentage may be billed to customers by the Company for their applicable intrastate usage.

ISSUE DATE: March 24, 2009

EFFECTIVE DATE: April 30, 2009

ISSUED BY: