



Mailing Address:
Electric Lightwave, Inc.
Post Office Box 4678
Vancouver, Washington 98662

Corporate Office:
8100 N.E. Parkway Drive, Suite 150
Vancouver, Washington 98662
(360) 892-1000 Fax: (360) 253-8934
Local from Portland: (503) 284-0000

November 15, 1996

Mr. John C. Crary
Secretary to the Commission
Three Empire State Plaza
Albany, NY 12223-1350

Re: Petition for Certificate of Public Convenience and Necessity

Dear Mr. Crary:

Subject to the Commission's Resale Rules, Section 21.7, Title 16 NYCRR, Electric Lightwave, Inc. hereby submits the above-referenced Petition for authorization as a non-facilities based, non-dominant telecommunications interexchange carrier.

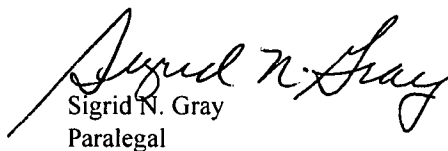
Electric Lightwave, Inc. (ELI) is a Delaware corporation that offers inter and intrastate interexchange telecommunications services in several states and has applications pending in many states as well.

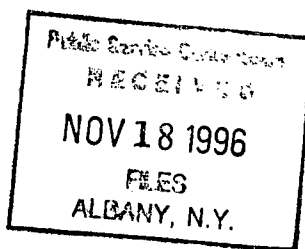
ELI is plans to offer both inter and intraLATA services, as allowed by state law and regulation in New York.

Attached to this letter are the original and four copies of the Petition. Please file-stamp the additional copy and return it to me in the enclosed, postage-paid return envelope, for our records. *ack wew*

Should there be any questions regarding ELI's filing, please do not hesitate to contact me at 360-816-3767. Thank you.

Sincerely,


Sigrid N. Gray
Paralegal



STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

In the Matter of the Petition of)	
)	Case No. _____
Electric Lightwave, Inc., for a Certificate of)	
Public Convenience and Necessity as a)	
Reseller of Telephone Services Under Section 99)	
of the Public Service Law and Section 21.7 of the)	
Rules and Regulations of the New York)	
Public Service Commission)	

**PETITION FOR A CERTIFICATE
OF PUBLIC CONVENIENCE AND NECESSITY**

Electric Lightwave, Inc. ("ELI") hereby petitions the Public Service Commission of the State of New York ("Commission") for the issuance of a Certificate of Public Convenience and Necessity pursuant to Section 99, New York Public Service Law, and Section 21.7 of the Rules and Regulations of the PSC authorizing ELI to resell intrastate long distance services in the State of New York. ELI does not intend to provide local dial tone services as part of this application. Pursuant to the provisions of Section 21.7 of the Commission's Rules and Regulations, the following information is being provided:

Name and Address of the Applicant

The full name of the applicant is Electric Lightwave, Inc., and its business address is 8100 N.E. Parkway Drive, Suite 150, Vancouver, WA, 98662. ELI's main telephone number is (360) 892-1000. The Officer of the Applicant to whom the Commission is requested to direct correspondence to is Ms. Susan McAdams, Vice President - Government Affairs, 8100 N.E. Parkway Drive, Suite 150, Vancouver, WA, 98662 (360-604-5310). The President of ELI is Mr. David B. Sharkey.

ELI is a Delaware corporation with its principal place of business at 8100 N.E. Parkway Drive, Suite 150, Vancouver, WA, 98662. Copies of ELI's Certificate of Incorporation and Certificate of Good Standing are attached as Exhibit A to this application.

Service to be Offered by Applicant and the Territory to be Served

ELI intends to subscribe to and resell various intrastate interexchange telecommunications services and resell those services to end users. ELI seeks permission to offer the proposed services throughout the State of New York.

Exclusively through resale of other authorized carrier's services, ELI intends to offer the following long distance services to its own customers.

Advantage Switched Long Distance Service

Advantage Switched Long Distance Service is a direct dialed interexchange telecommunications service which utilizes switched access facilities from equal access locations on the originating end of each call.

Advantage Switched Inbound '800' Service

Advantage Switched Inbound '800' Service provides for the routing of inbound 800 interexchange calls to terminating points throughout Nevada which utilize switched access facilities, from equal access locations, on the terminating end of each call. Charges for the 800 calls are billed to the ELI customer of Advantage Switched Inbound '800' Service rather than the originating caller.

Advantage Dedicated Long Distance Service

Advantage Dedicated Long Distance Service is a direct dialed interexchange service which utilizes dedicated access facilities on the originating end of each call.

Advantage Dedicated Inbound '800' Service

Advantage Dedicated Inbound '800' Service provides for the routing of inbound 800 interexchange calls to terminating points throughout Nevada which utilize dedicated access facilities on the terminating end of each call. Charges for the 800 calls are billed to the ELI customer of Advantage Switched Inbound '800' Service rather than the originating caller.

ELI Travel Card Service

ELI Travel Card Service is a calling card service that allows customers to call to and from anywhere in the United States. Customers dial an 800 number plus their identification code for access and then enter digits for the terminating number.

Directory Assistance Service

Directory Assistance Service provides telephone number information to requesting customers.

Competition will be Enhanced by Grant of the Petition

ELI's provision of long distance services in New York will enhance competition by allowing customers another choice of provider in the long distance market. By taking advantage of high volume discounts and reselling such services to end users, ELI will be able to offer a price-competitive

alternative to existing carriers. In addition to price, the addition of another carrier gives customers the opportunity to choose a carrier that offers improved customers service options, billing alternatives, and improved service responsiveness. Additional competition also leads to greater efficiencies and more rapid introduction of new technologies.

Granting ELI a Certificate of Public Convenience and Necessity will enhance competition and is in the public interest.

Statement Regarding Slamming

ELI is currently authorized to provide long distance services in several states and has applications pending in other states. ELI has had no complaints of "slamming" filed against it in any state or at the Federal Communications Commission.

Expedited Consideration

ELI is prepared to offer resold services as soon as its application is approved. ELI seeks permission to offer the proposed services as soon as possible and, therefore, requests expeditious consideration of its application.

DATED this 15th day of October, 1996.

Respectfully submitted.

Electric Lightwave, Inc.

By: Ellen S. Deutsch
Ellen S. Deutsch
Vice President and Chief Counsel

Exhibit A
Certificate of Incorporation

State of New York
Department of State } ^{ss:}

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on OCT 29 1996



Special Deputy Secretary of State

F961025 0 00075

CSC 45

APPLICATION FOR AUTHORITY**ELECTRIC LIGHTWAVE, INC.**

(Under Section 1304 of the Business Corporation Law)

FIRST: The name of the corporation is Electric Lightwave, Inc.

SECOND: The jurisdiction of incorporation of the corporation is Delaware.

The date of incorporation of the corporation is July 18, 1990.

THIRD: The business which the corporation proposes to do in the State of New York is as follows:

- a) To provide various telecommunication services; and
- b) To engage in any act of activity permitted by the laws of Delaware for which corporations may be organized under the Business Corporation Law of the State of New York, provided that the corporation is not to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

FOURTH: The office of the corporation in the State of New York is to be located in the County of Albany.

FIFTH: The Secretary of State of the State of New York is designated as the agent of the corporation upon whom process against the corporation may be served. The post office address within the State of New York to which the Secretary of State of the State of New York shall mail a copy of any process against the corporation served upon said Secretary of State is: c/o Corporation Service Company, 500 Central Avenue, Albany, New York 12206-2290.

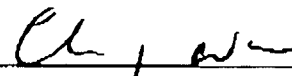
SIXTH: The corporation has not, since its incorporation, engaged in any activity in the State of New York except as set forth in paragraph (b) of Section 1301 of the Business Corporation Law.

F96102500075

SEVENTH: The registered agent of the corporation is to be the agent of the corporation upon whom or upon which process against the corporation may be served. The name and the address within the State of New York of said registered agent are as follows: Corporation Service Company, 500 Central Avenue, Albany, New York 12206-2290.

IN WITNESS WHEREOF, I have subscribed this document on the date set forth below and do hereby affirm, under the penalties of perjury, that the statements contained therein have been examined by me and are true and correct.

Date: August 5, 1996.



Charles J. Weiss, Secretary

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*State of Delaware**Office of the Secretary of State*

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ELECTRIC LIGHTWAVE, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTEENTH DAY OF SEPTEMBER, A.D. 1996.



A handwritten signature in dark ink, reading "Edward J. Freel", is written over a horizontal line.

Edward J. Freel, Secretary of State

2236297 8300

960269117

AUTHENTICATION:

8107347

DATE:

09-17-96

F 961025 0 00075
CSC 45

APPLICATION FOR AUTHORITY
OF
ELECTRIC LIGHTWAVE, INC.

Section 1304 of the Business Corporation Law

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Oct 23 12 15 PM '96

Filer: Citizens Utilities Company
3 High Ridge Park
Stamford, CT 06908

1cc
STATE OF NEW YORK
FEB 25 1996
TASC
BY: LAS
ALBANY

BILLED

4

961025 0 00092

Exhibit B
Officers & Directors List

Electric Lightwave, Inc.
Officers and Directors List

NAME	TITLE	ADDRESS
David Sharkey	President, CEO	8100 NE Parkway, Vancouver, WA 98662
Leonard Tow	Chairman	3 High Ridge Park, Stamford, CT 06905
James Berthot	Vice President	8100 NE Parkway, Vancouver, WA 98662
Robert J. DeSantis	Vice President, Treasurer, CFO & Ass't Secretary	3 High Ridge Park, Stamford, CT 06905
Ellen Deutsch	Vice President	8100 NE Parkway, Vancouver, WA 98662
Todd Hanson	Vice President	8100 NE Parkway, Vancouver, WA 98662
Edward O. Kipperman	Vice President	3 High Ridge Park, Stamford, CT 06905
Randall Lis	Vice President	8100 NE Parkway, Vancouver, WA 98662
J. Michael Love	Vice President	3 High Ridge Park, Stamford, CT 06905
Susan McAdams	Vice President & Ass't Secretary	8100 NE Parkway, Vancouver, WA 98662
Michael Miller	Vice President	8100 NE Parkway, Vancouver, WA 98662
L. Russell Mitten	Vice President, General Counsel & Ass't Secretary	3 High Ridge Park, Stamford, CT 06905
Livingston E. Ross	Vice President	3 High Ridge Park, Stamford, CT 06905
John Wolff	Vice President	8100 NE Parkway, Vancouver, WA 98662
Ernest Yates	Vice President	8100 NE Parkway, Vancouver, WA 98662
Charles J. Weiss	Secretary & Ass't Vice President	3 High Ridge Park, Stamford, CT 06905
Laura L. DiPreta	Ass't Vice President & Ass't Controller	3 High Ridge Park, Stamford, CT 06905
Susan M. Redner	Assistant Secretary	3 High Ridge Park, Stamford, CT 06905

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMMUNICATIONS SERVICES
WITHIN
THE STATE OF MISSOURI

Issued: November 16, 1996

Effective: _____

Susan McAdams
Vice President, Government Affairs
Electric Lightwave, Inc.
8100 NE Parkway Drive, Suite
Vancouver, WA 98662

CHECK SHEET

Current sheets in this tariff are as follows:

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	19	Original
2	Original	20	Original
3	Original	21	Original
4	Original	22	Original
5	Original	23	Original
6	Original	24	Original
7	Original	25	Original
8	Original	26	Original
9	Original	27	Original
10	Original	28	Original
11	Original	29	Original
12	Original	30	Original
13	Original	31	Original
14	Original	32	Original
15	Original	33	Original
16	Original	34	Original
17	Original	35	Original
18	Original		

Issued: November 16, 1996

Effective: _____

Susan McAdams
Vice President, Government Affairs
Electric Lightwave, Inc.
8100 NE Parkway Drive, Suite
Vancouver, WA 98662

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Susan McAdams
Vice President, Government Affairs
Electric Lightwave, Inc.
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Vancouver, WA 98662

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Issued: November 16, 1996

Effective: _____

Susan McAdams
Vice President, Government Affairs
Electric Lightwave, Inc.
8100 NE Parkway Drive, Suite
Vancouver, WA 98662

PRELIMINARY STATEMENT

This tariff contains all effective rates, terms and conditions relating to intrastate communications services offered to customers in the State of Missouri by Electric Lightwave, Inc.

EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

C	To signify changed condition or regulation
D	To signify discontinued rate, regulation or condition
I	To signify increase
M	To signify that material has been transferred from another sheet or place in the tariff
N	To signify new rate, regulation, condition or sheet
R	To signify reduction
T	To signify a change in test for clarification

Issued: November 16, 1996

Effective: _____

Susan McAdams
Vice President, Government Affairs
Electric Lightwave, Inc.
8100 NE Parkway Drive, Suite
Vancouver, WA 98662

1.0 DEFINITIONS (Continued)

The following definitions are used throughout this tariff.

Central Office: Company facilities where subscribers' lines are joined to switching equipment for connecting other subscribers to each other, locally and long distance.

Company or Electric Lightwave, Inc.: The issuer of this tariff.

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence (POP). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Line Restrictions: Allows a line to be restricted from access to various long distance locations.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Issued: November 16, 1996

Effective: _____

Susan McAdams
Vice President, Government Affairs
Electric Lightwave, Inc.
8100 NE Parkway Drive, Suite
Vancouver, WA 98662

1.0 DEFINITIONS

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

User or End User: A Customer or any other person authorize by a Customer to use service provided under this tariff.

Issued: November 16, 1996

Effective: _____

Susan McAdams
Vice President, Government Affairs
Electric Lightwave, Inc.
8100 NE Parkway Drive, Suite
Vancouver, WA 98662

2.0 REGULATIONS

2.1 Application of Regulations, Terms and Conditions

The following regulations, terms and conditions apply to the intrastate common carrier long distance telecommunications services provided by Electric Lightwave, Inc., hereinafter referred to as the Company.

2.2 Undertaking of the Company

The services of the Company pursuant to this tariff consist of the furnishing of common carrier long distance communications services between and among points within the state of Missouri.

2.2.1 General

Intrastate Long Distance Services are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

2.2.2 Selection of Transmission

The Company selects and/or arranges for directly or with its underlying carrier(s) the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this tariff.

Issued: November 16, 1996

Effective: _____

Susan McAdams
Vice President, Government Affairs
Electric Lightwave, Inc.
8100 NE Parkway Drive, Suite
Vancouver, WA 98662

2.0 REGULATIONS

2.3 Use of Service

The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this tariff even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. The customer may advise such additional users that a portion of the service is provided by the Company, however, the Customer shall not represent that the Company jointly participates with the Customer in the provision of the Customer's service. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.

Company services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of any tariffs, or price lists, of such other communications carriers.

2.3.1 Prohibited Uses

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

2.3.2 Abuse

The abuse of Long Distance Services is prohibited. The following activities constitute abuse:

- (a) Using service to make calls which might reasonably be expected to frighten, torment, or harass another; or
- (b) Using service in such a way that it interferes unreasonably with the use of Company services by others.

2.0 REGULATIONS2.3.3 Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of service is prohibited. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the tariffed or price listed charges for the service including by:

- (a) Rearranging, tampering with, or making connections not authorized by this tariff to any network components used to furnish service; or
- (b) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

2.3.4 Fraudulent Use of Authorized Codes

In order to control fraud, the Company may disable or refuse to accept, Authorization Codes which it reasonably suspects or determines to be invalid or experiencing abuse. The Company will notify the Customer when Authorization Codes are disabled.

- (a) Invalidation of verified authorization codes: If the Customer notifies the Company that a Customer-administered verified authorization code is no longer valid, the Customer shall be liable for any calls placed using the verified authorization code, until the Company receives confirmation from its underlying carrier(s) that the verified authorization code has been effectively disabled. Customer notification to the Company may be delivered in writing or given orally when followed by facsimile or electronic mail. Company will notify its underlying carrier(s) or undertake other appropriate security measures within the shortest duration of time after the Customer's written, facsimile, or electronic mail notice is received by the Company.

2.0 REGULATIONS2.4 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided on a resale basis, using long distance services and transmission facilities the Company obtains from other carriers.

2.5 Non-routine Installation and Special Construction2.5.1 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply.

2.5.2 Special Construction

Subject to the agreement of the Company, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the finishing of its service;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;

2.0 REGULATIONS2.5.2 Special Construction (continued)

- (d) in a quantity greater than that which the Company would normally utilize in the furnishing of its services;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of normal construction.

Special construction will be undertaken at the discretion of ELI consistent with budgetary responsibilities and consideration for the impact on ELI's other customers and contractual responsibilities.

2.6 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service remains with the Company, its agents or contractors. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

2.7 Government Authorization

The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. The Company shall be entitled to take, and shall have no liability for any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other governing entity or agency.

2.0 REGULATIONS2.8 Rights-of-Way

Provision of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain, rights-of-way and access to private property necessary for installation of the facilities used to provide the Company's services to the Customer's service point as agreed to by the Company.

2.9 Term of Service

The minimum term of service under this tariff is one month. For purposes of this tariff, a month is considered to have 30 days.

2.10 Liability of the Company

The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions, interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to extension of allowances as set forth in the section of this tariff on Allowances for Interruptions in Service. The extension of such allowances for interruption shall be the sole remedy of the Customer or other person, and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages including without limitation damages for lost profits regardless of the form of action whether in contract, indemnity warranty, strict liability or tort, including without limitation negligence of any kind whether active or passive to the Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

Issued: November 16, 1996

Effective: _____

Susan McAdams
Vice President, Government Affairs
Electric Lightwave, Inc.
8100 NE Parkway Drive, Suite
Vancouver, WA 98662

2.0 REGULATIONS2.10 Liability of the Company (continued)

The Company shall not be liable for any delay or failure of performance due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockout, work stoppages, or other labor difficulties.

The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the Customer services, facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.

The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

Nothing in this tariff shall limit the Company's liability:

- (a) in tort for its willful or intentional misconduct, or
- (b) for bodily injury or death caused by the Company's willful negligence.

Issued: November 16, 1996

Effective: _____

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2.0 REGULATIONS2.10 Liability of the Company (continued)

The Company is not liable for damages to premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence or willful misconduct. Except that upon termination or expiration of service, and upon request by the Customer, the Company will remove, at its own expense, any property which the Company has installed in provisioning service on the Customer's premises within a reasonable time. The Company will use reasonable care in removing such property and will return the Customer's premises to their original condition, wear and tear excepted.

The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any liability whatsoever, and for any damages caused or claimed to have been caused in any way, directly or indirectly, as a result of any such installation.

The Company is not liable for any defacement of or damage to Customer's premises resulting from the furnishing of services or equipment or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.

With respect to the furnishing of Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of:

- (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service; or
- (b) the sum of \$1,000.00.

2.0 REGULATIONS2.10 Liability of the Company (continued)

In the event parties other than Customer, including but not limited to joint users and the Customer's customers, shall have use of the Company's service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Company harmless from and against any and all such claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.11 Indemnification

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for:

- (a) any loss, destruction or damage to property of the Customer or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by this tariff or any agreement between the Customer and the Company.

2.0 REGULATIONS

2.12 Allowances for Interruptions in Service

A credit allowance will be given for interruptions of service, subject to the provisions of this section.

2.12.1 Credit for Service Interruptions

A credit allowance will be made when an interruption of a continuous duration of two (2) or more hours occurs because of a failure of any component furnished by the Company under this tariff. An interruption in service is considered to exist when a circuit, service or facility is unusable.

An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing and repair. It shall be the obligation of the Customer, prior to reporting an interruption, to ascertain that the trouble is not being caused by any action or omission of the Customer or by any defect of failure in wiring or equipment, if any, furnished by the Customer. An interruption period ends when the circuit, service or facility is operative.

If the Customer reports an interruption but declines to release the circuit, service or facility for testing and repair, no interruption period will be deemed to exist.

A credit allowance is applied on a pro rata basis, dependent on the duration of the interruption, against the monthly recurring charges payable by customer under this tariff, and shall be expressly indicated on the next Customer bill. Only those facilities on an interrupted portion of a circuit or service will receive a credit.

For calculating credit allowances, every month is considered to have 30 days. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed (a) any applicable monthly rates, or (b) a reasonable estimate of the minutes of use charge otherwise applicable for the service or a portion thereof interrupted in any one monthly billing period.

Issued: November 16, 1996

Effective: _____

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2.0 REGULATIONS

2.13 Obligations of the Customer

The obligations of the Customer shall include the following:

- (a) The Customer shall be responsible for any damage to or loss of any facilities or equipment of the Company or the Company's underlying carrier caused by the acts or omissions of the Customer.
- (b) The Customer shall provide at no charge, as specified from time to time by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for any Company facilities and equipment installed on the Customer's premises, or for any facilities and equipment of the Company's underlying carrier which may be installed on the Customer's premises.
- (c) If required by the Company, the Customer shall obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of the facilities of the Company or the Company's underlying carrier from the building entrance or property line to the location of the Company's equipment space on the Customer's premises. The Customer may be required to bear any costs associated with obtaining and maintaining the rights-of-way described herein, including building modification costs. The Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of the facilities and equipment of the Company or the Company's underlying carrier in the Customer's premises or within the rights-of-way for which the customer is responsible. The Customer and the Company may mutually agree to enter into a contract under which the Company will provide some or all such non-regulated services and facilities.

Issued: November 16, 1996

Effective: _____

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2.0 REGULATIONS2.13 Obligations of the Customer (continued)

- (d) The Customer shall grant or obtain permission for the employees or agents of the Company or the Company's underlying carrier to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company or the Company's underlying carrier and/or inspecting the Customer-provided equipment which is connected to the facilities of the Company or the Company's underlying carrier.
- (e) The Customer shall be responsible for the provision, operation and maintenance of any Customer-provided terminal equipment connected to the equipment and facilities of the Company or the Company's underlying carrier, and for ensuring compatibility with the equipment and facilities of the Company or the Company's underlying carrier. The Customer shall be responsible for ensuring that the Customer-provided equipment shall not cause damage to the Company's equipment, facilities and wiring or injury to the Company's employees or to other persons. Upon the Company's request, the Customer will submit to the Company a complete manufacturer's specification sheet for each item of the Customer-provided equipment that is or is proposed to be attached to the facilities of the Company or the Company's underlying carrier. The Company may provide, at the Customer's expense, any additional protective equipment required, in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any Customer-provided equipment.
- (f) The Customer warrants that the services taken pursuant to this tariff are intrastate in nature.
- (g) The Customer shall cooperate with the Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or manmade disasters which affect telecommunications services.

2.0 REGULATIONS2.14 Payments

Obligations of the Customer with regard to payments shall include:

- (a) Payment for service is due upon presentation of the bill. Service may be denied for nonpayment of a bill. The Customer is responsible for safeguarding the service from use by unauthorized persons, and to pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.
- (b) The Customer shall pay outstanding charges in full within 30 days of the invoice date. Charges not paid by the Customer within 30 days, or paid in funds not immediately available to the Company shall be subject to interest at up to the maximum lawful rate.
- (c) The Customer agrees that the Company may conduct a credit verification at any time, and will supply such financial information as may be reasonably requested by the Company. If, in the sole opinion of the Company, a Customer presents an undue risk of nonpayment at any time the Company may require that the Customer pay its bills within a specified number of days, pay in advance of the furnishing or continuation of any service, and/or make such payments in cash or the equivalent of cash.
- (d) If required by the Company, and permitted under state law and regulation, the Customer shall make an advance payment before services are furnished, which advance payment will be credited to the Customer's initial bill. The Company may require such an advance payment, which may be in addition to a deposit, if the Company considers this action necessary to safeguard its interests.

Issued: November 16, 1996

Effective: _____

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2.0 REGULATIONS2.14 Payments (continued)

- (e) If required by the Company, and permitted by state law and regulation, the Customer shall make a deposit before a service is furnished or continued, to be held as a guarantee for the payment of charges. The Company may require such a deposit, which may be in addition to an advance payment, if the Company considers this action necessary to safeguard its interests. A deposit shall not relieve the Customer of the responsibility for prompt payment of bills on presentation. No interest shall be paid on the deposit unless otherwise agreed by the Company or required by law. At any time, at its option, the Company may return the deposit or credit it to the Customer's account. When a service is discontinued the amount of any applicable deposit will be applied to the Customer's account and any credit balance remaining will be refunded.
- (f) The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

2.15 Cancellation of Service

If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees, and expenses reasonably incurred in connection with special construction and with the term of service. In addition, the Customer may be liable for termination charges up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order.

2.16 Discontinuance of Service

If the Customer fails to pay timely any amount owing to the Company and such failure continues for ten days after written notice to the Customer, the Company may discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability, and/or pursue any other remedies as may be provided by law.

2.0 REGULATIONS2.17 Changes in Equipment and Services

The Company may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby materially alter the technical parameters of the services provided pursuant to the Customer's service order.

The Customer shall not cause or allow any facility or equipment of the Company or the Company's underlying carrier to be rearranged, moved, disconnected, altered or repaired without the Company's prior written consent.

Upon receipt of a written request from the Customer, the Company will add, delete or change locations or features of specific circuits and/or equipment. The Customer shall be liable for nonrecurring charges for such change. If a request for deletion of a service represents a cancellation prior to the applicable term of service, the Customer will be subject to termination charges.

2.18 Assignment

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company.

The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer. Any attempt by the Customer to make any assignment, transfer, or disposition of its rights, privileges or obligations under this tariff without the consent of the Company shall be null and void.

2.0 REGULATIONS

2.19 License, Agency or Partnership

No license, expressed or implied, is granted by the Company to the Customer by virtue of an agreement for the furnishing of service hereunder. Neither the Customer nor any joint or authorized users shall represent or otherwise indicate to its customers or others that the Company jointly participates in the Customer's or joint user's services. The relationship between the Company and the Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both the Company and the Customer.

2.20 Proprietary Information

Neither the Company nor the Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

2.21 Promotions

The Company reserves the right, from time to time, to provide promotional offerings.

Issued: November 16, 1996

Effective: _____

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3.0 LONG DISTANCE SERVICES

3.1 General Service Description

Long Distance Services are a general offering of voice and data telecommunications capabilities and may be customized to meet specific customer requirements. Service can be designed by the Company based on customer-specific information, e.g., calling patterns and traffic volumes, jointly developed by Company and the Customer. Consistent with the customer-specific information and objectives, the Company retains the right to use either switched or dedicated facilities to provide service. Long Distance Services may be available for multi-year service periods and may be subject to a minimum monthly charge. Rates for service may be stabilized and can be distance-sensitive or postalized, sensitive to time-of-day, or otherwise developed to suit the Customer's needs as may be specified in each service option. Long Distance Services will support customer-specific seven and ten digit dialing plans.

3.2 Description of Rates and Charges

3.2.1 Application of Charges

Long Distance Communications Service includes recurring and nonrecurring charges. Stabilized recurring charges may be offered on a customer-specific basis where service demands or competitive necessity justify such charges. Recurring charges consist of flat-rated monthly and usage-sensitive charges. Service also may include a Minimum Charge. Nonrecurring charges for installation of a service and additions to service, as well as a Termination Charge and Cancellation Charge, are also included.

- (a) Non-Recurring Charges: Non-Recurring Charges are billed in advance.
- (b) Recurring Charges: Recurring Charges are usage-sensitive and are billed in arrears.

3.0 LONG DISTANCE SERVICES

3.2.2 Mileage Measurement

When applicable to a specific service, mileage is the distance in airline miles between locations. The following mileage measurements apply: the distance between the rate center of the originating station and the rate center of the terminating station.

3.2.3 Single Rate Period/Distance Sensitive

When calls are rated on a distance sensitive basis, the rate in effect at the calling station at the time the connection is established applies to the entire call.

3.2.4 Multiple Rate Period/Distance Sensitive

For calls that are rated on a rate period/distance sensitive basis, when a call is established in one rate period and ends in another rate period, the rate in effect at the calling station for each rate period applies to the portion of the call occurring within that rate period. Where specified in this tariff, the rates used shall be those in effect at the station to which the call is billed rather than the calling station. When a unit of time is split between two rate periods, the rate applicable to that unit of time is based on the rate period in which it began.

3.2.5 Minimum Charge

Should a Minimum Charge apply to a service option, it shall be as specified in the applicable rate section of this tariff.

3.2.6 Installation Charge

Should a nonrecurring Installation Charge apply to a service option, it shall be as specified in the applicable rate section of this tariff.

3.0 LONG DISTANCE SERVICES

3.2.7 Changes to Service

As specified for each service option, service components may be added to or deleted from a service. A nonrecurring Installation Charge will apply to additions, and recurring charges will be adjusted, as necessary, to reflect all changes to service.

3.2.8 Termination Charge

The Customer will be billed a Termination Charge if service is discontinued by the Customer under the provisions of the regulations specified in this tariff.

3.2.9 Rate Changes

The Company expressly reserves the right to initiate tariff revisions seeking to change the applicable rates under which the Customer has obtained service during any specified service period greater than any minimum service period provided under this tariff, unless otherwise agreed upon between the Company and the Customer.

3.2.10 Changes to Terms and Conditions

During any specified service period other than any minimum service period specified in this tariff, the Company expressly reserves the right to initiate changes in the terms and conditions under which service is provided, unless otherwise agreed upon between the Company and the Customer and filed in this tariff. If the Company initiates such tariff revisions without the Customer's agreement, the Customer may discontinue service without liability. If elected, this provision must be exercised by the Customer in writing within 30 days following the date of the Company's tariff filing. Any changes in the terms and conditions under which service is provided will be filed in this tariff.

3.0 LONG DISTANCE SERVICES

3.3 Special Access Surcharges

The Customer agrees to pay to the Company the amount of any monthly Special Access Surcharge which a Local Exchange Carrier may collect from or which the Company's underlying carrier(s) may impose on the Company for any services or facilities used to provide service.

3.4. Gross Receipts Tax

When utility or telecommunications assessments, franchise fees or privilege, license, occupational, excise, or other similar taxes or fees, based on intrastate receipts are imposed by certain taxing jurisdictions upon the Company, its underlying carrier(s) or upon Local Exchange Companies and passed on to the Company through or with intrastate access charges, the amounts of such taxes or fees will be billed to customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the communications services provided to and billed to a Customer's service location equal to the amount of the tax or fee imposed upon or passed on to the Company.

3.5 Other Taxes and Surcharges

The customer will be billed for, and is responsible for payment of any other taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services.

3.0 LONG DISTANCE SERVICES

3.6 Rate Determination

The rate for a long distance call which is charged on a per call basis may be determined by:

- (a) The locations of the originating (calling) station and the terminating (called) station;
- (b) The time of day and the day of the week; and
- (c) The class of service applicable to the call.

The specific factors which apply to a given call and their application are listed in the rate section applicable to that type of call.

3.6.1 Jurisdiction

When the location of the calling and the called stations is a factor in rate determination, the rate is calculated according to whether the termination of the call is intrastate, interstate, or international.

Issued: November 16, 1996

Effective: _____

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3.0 LONG DISTANCE SERVICES

3.7 Service Offerings

3.7.1 Advantage Switched Long Distance Service

Advantage Switched Long Distance Service is a flat rate direct dialed interchange service which utilizes switched access facilities, from equal access locations, on the originating end of each call. Calls are billed in six (6) second increments. All charges are billed monthly in arrears.

3.7.2 Advantage Switched Inbound '800' Service

Advantage Switched Inbound '800' Service provides inbound '800' calls to terminating points throughout the United States which utilizes switched access facilities, from equal access locations, on the terminating end of each call. Charges for the '800' calls are billed to Electric Lightwave, Inc.'s customers rather than the caller. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

3.7.3 Advantage Dedicated Long Distance Service

Advantage Dedicated Long Distance Service is a flat rate direct dialed interexchange service which utilizes dedicated access facilities on the originating end of each call. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

3.7.4 Advantage Dedicated Inbound '800'

Advantage Dedicated Inbound '800' Service provides inbound '800' calls to terminating points throughout Washington utilizing dedicated access facilities on the terminating end of each call. Charges for the '800' calls are billed to the Company's customers rather than the originating caller. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

3.7.5 ELI Advantage Travel Card Service

ELI Advantage Travel Card Service is a calling card service that allows customers to call to and from anywhere in the United States. The caller dials an 800 number plus their identification code for access and then enters the digits of the terminating number. Calls are billed in arrears.

3.7.6 Directory Assistance Service

Directory Assistance Service provides telephone number information to the requesting customer. Nonpublished telephone number information is not provided with Directory Assistance.

3.0 LONG DISTANCE SERVICES**3.8 Optional Features****3.8.1 Verified Account Codes**

Authorization codes used by the customer to restrict and/or monitor long distance usage. Upon the customer's request, 1+ dialing is limited to callers with authorized access. The caller dials the 1+ number, is prompted for the code, and then connects to the dialed party. This feature is only utilized at the Customer's request.

3.8.2 800/888 Call Blocking by Area Code

At the Customer's request, an 800/888 number can be blocked from access by area code parameters. Standard setup of 800/888 numbers is to allow calling access from all 50 states.

3.8.3 800/888 Time of Day/Day of Week Routing

At the Customer's request, an 800/888 number can be routed differently based on time of day, or day of week parameters. This feature allows for an 800/888 number to be routed to multiple locations based on the pre-set pattern.

3.8.4 800/888 Real Time ANI

This feature allows the customer to receive real time ANI information with each 800/888 call received. ANI provides Automatic Number Identification by delivering the outpulsed digits of the originating number.

3.8.5 800/888 DNIS Sending

This feature allows the customer to receive DNIS digits of each 800/888 call received. The Customer can then depend on receiving dialed number identification, or dummy number, of the 800/888 number.

3.0 LONG DISTANCE SERVICES

3.8.5 DTO Dedicated

With DTO Dedicated Service (direct termination overflow), the Customer can choose to have their dedicated inbound 800/888 service overflow automatically to another dedicated facility of their choosing.

3.8.6 DTO Switched

With DTO Switched Service, the Customer can choose to have their dedicated inbound 800/888 service overflow automatically to a switched line of their choosing.

Issued: November 16, 1996

Effective: _____

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3.0 LONG DISTANCE SERVICES3.9 Rates and Charges

Applicable per minute rates for each service are as specified below, and may be determined by both the term of the service commitment and the level of the monthly minimum billing agreed to by the Customer.

3.9.1 Advantage Switched Long Distance Service Rates

Rate Per Minute: \$0.12

3.9.2 Advantage Switched Inbound '800' Service Rates

Rate Per Minute: \$0.12

3.9.3 Advantage Dedicated Long Distance Service

Rate Per Minute: \$0.10

3.9.4 Advantage Dedicated Inbound '800' Service Rates

Rate Per Minute: \$0.11

3.9.5 ELI Advantage Travel Card Service Rates

Per Minute	Term	Monthly Minimum
\$0.24	Month	None
\$0.22	Month	\$1,250
\$0.20	Month	\$2,500

Issued: November 16, 1996

Effective: _____

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3.0 LONG DISTANCE SERVICES3.9.6 Directory Assistance

Per call: \$0.75

3.9.7 Verified Account Codes

	Monthly Recurring Charge	Non-recurring Charge	Monthly Recurring Maximum Charge
1-499 Account Codes	\$15.00	\$30.00	\$23.00
500 + Account Codes	ICB	ICB	ICB

3.9.8 800/888 Call Blocking by Area Code

	Monthly Recurring Charge	Non-recurring Charge	Monthly Recurring Maximum Charge
Per Trunk Group	No Charge	\$10.00 per change	No Charge

3.9.9 800/888 Time of Day/Day of Week Routing

	Monthly Recurring Charge	Non-recurring Charge	Monthly Recurring Maximum Charge
Per 800/888 Number	\$35.00	\$75.00 per change	\$53.00

3.9.10 800/888 Real Time ANI

	Monthly Recurring Charge	Non-recurring Charge	Monthly Recurring Maximum Charge
Per Trunk Group	\$100.00	\$200.00	\$150.00

Issued: November 16, 1996

Effective: _____

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3.0 LONG DISTANCE SERVICES3.9.11 800/888 DNIS Sending

	Monthly Recurring Charge	Non-recurring Charge	Monthly Recurring Maximum Charge
Per Trunk Group	\$35.00	\$75.00	\$53.00

3.9.12 DTO Dedicated

	Monthly Recurring Charge	Non-recurring Charge	Monthly Recurring Maximum Charge
Per DTO	No Charge	\$50.00 per change	No Charge

3.9.13 DTO Switched

	Monthly Recurring Charge	Non-recurring Charge	Monthly Recurring Maximum Charge
Per DTO	Switched Access Rates	\$50.00 per change	Switched Access Rates

Issued: November 16, 1996

Effective: _____

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