



**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

**FILED**

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04:59 PM

Application of CENIC Broadband Initiatives  
LLC for a Certificate of Public Convenience and  
Necessity in Order to Provide Limited  
Facilities - Based and Resold Competitive Local  
Exchange, Access, and Interexchange Service

Application No. 09-12-  
**A0912011**

**[PUBLIC VERSION]**

**APPLICATION OF CENIC BROADBAND INITIATIVES LLC FOR A CERTIFICATE  
OF PUBLIC CONVENIENCE AND NECESSITY TO PROVIDE LIMITED  
FACILITIES-BASED AND RESOLD COMPETITIVE LOCAL EXCHANGE, ACCESS  
AND INTEREXCHANGE SERVICE**

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Dated: December 4, 2009

Attorneys for CENIC Broadband Initiatives  
LLC

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Pursuant to the Rules of Practice and Procedure (the “Rules”) of the California Public Utilities Commission (the “Commission”), and the Commission’s decisions authorizing competition in California’s telecommunications markets, CENIC Broadband Initiatives LLC (“CBI” or “Applicant”), by and through its attorneys, hereby files this application for a Certificate of Public Convenience and Necessity (“CPCN”) in order to provide limited facilities-based and resold competitive local exchange, access, and non-dominant interexchange services (“Application”).

CBI requests authority to operate as a limited facilities-based local exchange carrier in the territories currently served by Pacific Bell Telephone Company (“AT&T”), Verizon California, Inc. (“Verizon”), SureWest Telephone Company (“SureWest”) and Citizens Telephone Company (“Citizens”), and as a nondominant interexchange carrier in the entire State of California. Pursuant to Articles 2 and 3 of the Rules, CBI submits the following information in support of its Application:

**1. Name of Applicant [Rule 2.1(a)]**

Applicant's legal name is CENIC Broadband Initiatives LLC. Applicant is a California limited liability corporation with its principal place of business in California located at 1415 L Street, Suite 870, Sacramento, CA 95814.

**2. Correspondence or Communications [Rule 2.1(b)]**

Correspondence or other communications regarding this Application should be addressed to:

Randall Lowe  
Robert Millar  
Vidhya Prabhakaran  
Davis Wright Tremaine LLP  
505 Montgomery St., Suite 800  
San Francisco, CA 94111-6533  
(415) 276-6500  
(415) 276-6599 (facsimile)  
[vidhyaprabhakaran@dwt.com](mailto:vidhyaprabhakaran@dwt.com)

with copies to:

Alex Keeley  
CENIC Broadband Initiatives LLC  
16700 Valley View, Suite 400  
Los Angeles, CA 90638  
(714) 220-3400  
(714) 220-3401 (facsimile)

Notices, orders and other papers may be served upon these persons, and such service shall be deemed to be service upon the Applicant.

**3. SB 960 Compliance- Scoping Memorandum Information [Rule 2.1(c)]**

In accordance with the Commission's Rules governing compliance with Senate Bill 960, CBI provides the following information:

1. Proposed Category: This Application should be categorized as ratesetting in accordance with Rule 7.1(e)(2) as it does not clearly fit into the categories defined in Rules 1.3(a), (d), or (e).

2. Need for Hearing: No hearings are necessary to address the matters in this Application as the Application is non-controversial and does not raise any material issues of fact.

3. Issues to Be Considered: Whether CENIC Broadband Initiatives LLC is qualified to provide competitive local exchange and interexchange services in California.

4. Proposed Schedule: CBI proposes the following schedule:

Application filed:	December 4, 2009
Protests Due	30 days after appearance of Application on Commission Daily Calendar
Final Decision Adopted	60 days after submission

**4. Description of the Services to be Provided [Rule 2.1]**

CBI seeks authority to provide limited facilities-based and resold local exchange and access services to customers in the service territories of AT&T, Verizon, SureWest and Citizens, as well as limited facilities-based and resold interexchange services to such customers throughout the State of California. CBI will facilitate the availability of broadband and related services. Initially, CBI's services will consist of 10 gigabit ethernet circuits connecting a ring consisting of Bakersfield, Fergus, Fresno, Los Angeles, Oakland, Riverside, Sacramento, San Diego, San Luis Obispo, Soledad, Sunnyvale, and Tustin. Customers of CBI's services will be able to connect to the ring at any of these locations.

**5. Managerial and Technical Competence**

CBI has the managerial and technical qualifications necessary to provide the proposed services in its service territory. Attached as Exhibit A are the biographies of the key technical

personnel and management team that will provide oversight to CBI's operations. These biographies reflect that CBI possesses significant managerial and technical expertise for operating a telecommunications company, consistent with the Commission's requirements.

Further, to the best of CBI's knowledge, neither CBI, any affiliate, officer, director, partner, nor owner of more than 10% of CBI, or any person acting in such capacity whether or not formally appointed, has been sanctioned by the Federal Communications Commission or any state regulatory agency for failure to comply with any regulatory statute, rule or order.

No affiliate, officer, director, partner or person owning more than 10% of CBI, or anyone acting in such a capacity whether or not formally appointed, held one of these positions with a telecommunications carrier that filed bankruptcy, or has been found either criminally or civilly liable by a court of appropriate jurisdiction for a violation of §17000 *et seq.* of the California Business and Professions Code, or for any actions which involved misrepresentations to consumers, and to the best of CBI's knowledge, is not currently under investigation for similar violations. Furthermore, no one associated with or employed by CBI was previously associated with a non-dominant interexchange carrier that filed for bankruptcy or went out of business.

**6. Articles of Incorporation [Rule 2.2]**

A copy of CBI's Articles of Incorporation are attached hereto as Exhibit B. CBI's Certificate of Qualification to transact intrastate business in California issued by the Secretary of State of California is attached hereto as Exhibit C.

**7. California Environmental Quality Act ("CEQA") Compliance [Rule 2.4]**

Pursuant to D.99-10-025 and D.99-12-050, CBI requests that the Commission grant it limited facilities-based authority. In these decisions, the Commission determined that if a carrier limits its activity to the use of unbundled network elements ("UNEs") and equipment installed

within or on previously existing buildings or structures, it can be seen with certainty that there is no possibility that the grant of a CPCN to that carrier will adversely impact the environment and thus no Negative Declaration (“ND”) or Environmental Impact Report (“EIR”) is required under CEQA. Such limited facilities-based authority allows a carrier to interconnect with the facilities of other local exchange carriers in their central offices and to utilize other entities’ facilities and structures.

CBI initially plans to provide broadband service through an existing fiber ring and with existing equipment. To the extent necessary in the future, CBI may purchase UNEs from Incumbent Local Exchange Carriers (“ILEC”). Consistent with D.99-10-025 and D.99-12-050, CBI will not construct any buildings, towers, conduits, poles or trenches under the limited facilities-based authority requested in the Application. To extent that construction is necessary in the future, CBI will install equipment exclusively in or on existing streetlights, poles, towers, buildings, fiber, conduits, ducts, rights-of-way and other facilities and structures. Accordingly, as the Commission determined in D.99-10-025 and D.99-12-050, it can be seen with certainty that there is no possibility that the grant of this Application would have an adverse impact on the environment and no ND or EIR is required for the limited facilities-based authority requested by CBI.

Pursuant to Rule 17.1(d)(2) of the Rules, CBI’s Proponent’s Environmental Assessment (“PEA”) is attached hereto as Exhibit D.

#### **8. Description of Proposed Construction [Rule 3.1(a)]**

CBI proposes to operate as a non-dominant local exchange and interexchange through the use of an existing fiber ring and with existing equipment. CBI will not construct any buildings, towers, conduits, poles or trenches in California to provide the services for which it seeks

authority. To the extent construction may be necessary in the future, it will be limited to the installation of equipment exclusively in or on existing streetlights, poles, towers, buildings, fiber, conduits, ducts, rights-of-way and other facilities and structures.

**9. Names of Competitors and Names of Cities and Counties [Rule 3.1(b)]**

CBI will provide service in competition with those other carriers authorized by this Commission to provide similar services. CBI notes that pursuant to D.97-06-107, issued in Commission Proceeding R.94-02-003/ I.94-02-004, Competitive Local Exchange Carriers (“CLC”) no longer are required to comply with Rule 18(b) and General Order 96-A, subsections (G)(1) and (2). Thus, CBI has not mailed its application to all potential competitors and counties. CBI will, however, provide a copy of its application upon request to potential competitors and cities and counties.

**10. Areas of Service [Rule 3.1(c)]**

CBI seeks authority to provide its services in those exchanges where the Commission has authorized local competition. At present, CLC service may be provided in the geographic areas of California serviced by AT&T, Verizon, SureWest and Citizens. In addition, CBI seeks inter-Local Access and Transport Area (LATA) and intra-LATA authority on a statewide basis. Attached as Exhibit E are maps of the service areas.

**11. Identification of Required Franchise and Health and Safety Permits [Rule 3.1(d)]**

Any necessary health and safety permits required for CBI to operate as a limited facilities-based provider and reseller of local exchange and interexchange services will be obtained from the appropriate city or county agencies. As a Commission-certified public utility, no municipal franchises are necessary (*See* Public Utilities Code Section 7901).

**12. Facts Showing Public Convenience and Necessity [Rule 3.1(e)]**

The Commission has previously determined that the public convenience and necessity require that competition be allowed in the provision of competitive local exchange service, R.95-04-043/I.95-04-044. Grant of this Application will benefit the public interest by expanding the availability of technologically advanced telecommunications services within the state.

**13. Estimated Cost of Construction, Annual Fixed and Operating Costs and Economic Feasibility [Rules 3.1(f) and 2.3]**

CBI intends to provide its broadband services over an existing fiber ring and with existing equipment. As a result, the estimated cost of construction is expected to be relatively low.

CBI's annual fixed and operating costs are expected to be fully within the financial resources available to CBI, through existing financing, procurement of additional financing and anticipated revenues. CBI's estimated costs are submitted under seal as confidential Exhibit F.

CBI will secure financing through initial investments in the corporation from its sole member, Corporation for Education Network Initiatives in California ("CENIC"), and by future revenues generated by its provision of services. CBI submits the financial statements for CENIC under seal as confidential Exhibit G and pursuant to Rule 2.3.

CBI has filed confidential Exhibits F and G under seal pursuant to its Motion of CENIC Broadband Initiatives LLC for Leave to File Confidential Materials Under Seal ("Motion") filed concurrently with this Application, and under General Order 66-C and Rule 11.4, because CBI believes that the information filed under seal is highly proprietary and commercially sensitive.

**14. Financial Statements and the Ability to Finance [Rules 3.1(g) and 2.3]**

CBI is financially qualified to offer the telecommunications services for which authority is sought in the Application. Attached as Exhibit H is a sealed, true and correct copy of CBI's

bank statement confirming that CBI possesses a minimum of \$100,000 that is reasonably liquid and available. (Initial Rules for Local Exchange Competition, D.95-07-054, and D.96-02-072, Appendix A, Rule 4(B)(1)). CBI has filed confidential Exhibit H under seal pursuant to its Motion of CENIC Broadband Initiatives LLC for Leave to File Confidential Materials Under Seal (“Motion”) filed concurrently with this Application, and under General Order 66-C and Rule 11.4, because CBI believes that the information filed under seal is highly proprietary and commercially sensitive.

CBI does not currently owe deposits to local exchange or interexchange carriers (Initial Rules, Rule 4(B)(1)).

CBI has submitted its financial statements as described in the previous section.

Thus, CBI fully meets the financial qualifications set forth in the Initial Rules for Competitive Local Exchange Carriers issued in D.95-07-054 and D.96-02-072 and Rule 3.1(g) of the Rules.

**15. Proposed Rates [Rule 3.1(h)]**

CBI will offer its services on a non-discriminatory basis pursuant to tariffs as well as individual case basis (“ICB”) contracts. A draft of CBI’s proposed tariff, which describes its services, rates, and terms and conditions for service, is attached hereto as Exhibit I. CBI will submit a final tariff with final rates upon grant of the authority it seeks.

**16. General Order 104-A Statement [Rule 3.1(i)]**

CBI is not a publicly traded company, and has no proxy statements, 10-Ks or annual reports to provide. Further, CBI states that none of its officers, directors, or stockholders, whether record or beneficial owners of stock, have a material financial interest (as that term is defined in Section 2 of General Order 104-A) in any transaction involving the purchase of

materials or equipment, or the contracting, arranging, or paying for construction, maintenance, or service for or on behalf of Applicant.

**17. Expected Customer Base [Rule 3.1(j)]**

CBI's estimate of its customer base for its first year is 2 customers. CBI's estimate of its customer base for its fifth year is also 2 customers. Those two customers consist of (1) a consortium of 110 community colleges, and (2) a consortium of 58 K-12 county offices of education.

**CONCLUSION**

WHEREFORE, CBI respectfully requests that the Commission enter an Order granting this Application, thereby conferring on CBI authority to provide limited facilities-based and resold competitive local exchange, access and interexchange services in the State of California.

Respectfully submitted,

By: /s/ \_\_\_\_\_  
Randall Lowe  
Robert Millar  
Vidhya Prabhakaran  
Davis Wright Tremaine LLP  
505 Montgomery Street, Suite 800  
San Francisco, CA 94111-6533  
Tel. (415) 276-6500  
Fax. (415) 276-6599  
Email: vidhyaprabhakaran@dwt.com

Attorneys for CENIC Broadband Initiatives LLC

Dated: December 4, 2009

VERIFICATION OF CENIC BROADBAND INITIATIVES LLC

I am an officer of the corporation herein and have read the attached application and am informed and believe, and on that ground allege that the matters stated therein are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at La Mirada, California this 2<sup>nd</sup> day of December, 2009.

By:



Jim Dolgonas,  
Authorized Representative

## Exhibit A

### Biographies of Key Technical Personnel and Management Team

## Jim Dolgonas Biography:

Jim Dolgonas has been employed by CENIC, the Corporation for Education Network Initiatives in California ([www.cenic.org](http://www.cenic.org)) since 2002, first as Chief Operating officer and then since 2004 as President and CEO. During his tenure he has overseen the consolidation of two separate education networks in California, the installation of a fiber based network infrastructure to serve California educational institutions; the implementation of an IP based video teleconference system serving California educational institutions; the implementation of an international Research and Education peering exchange, Pacific Wave ([www.pacificwave.net](http://www.pacificwave.net)); the establishment of a national peering exchange for commercial traffic; and others. He is currently overseeing upgrade of CENIC's high performance research network, including the addition of optical switches.

Jim currently services on the Board of Directors of National LambdaRail ([www.nlr.net](http://www.nlr.net)) and on the External Relations Advisory Council of Internet 2 ([www.internet2.edu](http://www.internet2.edu)). He also serves on the Educause ([www.educause.edu](http://www.educause.edu)) StateNet steering committee. He is a member of the California Emerging Technology Fund's Board of Expert advisors and is active in activities within California to improve broadband penetration in the state. He and his staff provide consulting to other U.S. state research and education network organizations which are planning or implementing fiber based networks.

Prior to joining CENIC Jim served for over 25 years in various information technology executive management positions for the University of California, including serving as the Statewide Chief Information Officer. Jim's tenure included the development of many innovative network based applications, including the first web-based undergraduate admission application in higher education; oversight of the University's world renowned automated library system; implementation of a large integrated data center serving multiple institutions; implementation of the first intercampus data networking system and many other noteworthy and innovative uses of technology.

## Biography: David Reese, Chief Technology Officer

### (i) Professional Preparation

Undergraduate Institution(s)	Major	Degree & Year
California State Polytechnic University, Pomona	Computer Science	B.S., 1980
Graduate Institution(s)	Major	Degree & Year
Postdoctoral Institution(s)	Area	Inclusive Dates (years)

### (ii) Appointments

A list, in reverse chronological order, of all the individual's academic/professional appointments beginning with the current appointment.

Dec 2001-Present	Chief Technology Officer; CENIC (Corporation for Education Network Initiatives in California)
June 1999-Dec 2001	Chief Network Architect, Digital California Project; CENIC
Nov 1995-Present	Member, Board of Trustees, Alta Loma Elementary School District, California
1994-Dec 2001	Director, 4CNet (Statewide CSU network); California State University, Office of the Chancellor
1987-1994	Manager, Network Engineering; California State University, Office of the Chancellor
Oct 1982-1987	Network Engineer; California State University, Office of the Chancellor

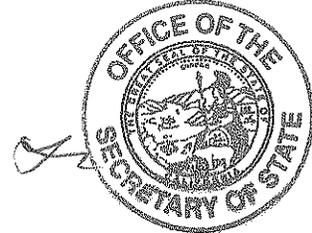
As CTO for CENIC, Mr. Reese is responsible for the technical direction for CENIC's CalREN networks and was a key participant in the design, acquisition and negotiations for CENIC's dark fiber network which spans California and is used to interconnect educational institutions throughout the State (K-12, Community Colleges, California State University system, University of California system, USC, CalTech and Stanford). Mr. Reese will serve as CTO for CENIC Broadband Associates, as well.

Mr. Reese previously served as Director of 4CNet for the California State University Chancellor's Office. In this position he had overall responsibility for the inter-campus network infrastructure, strategic planning and development of the network for the CSU. He has worked within the California State University system for over 22 years, 19 of which have been in the design, implementation and oversight of statewide educational networking. In 1995, Mr. Reese initiated and directed a major partnership effort between the California State University and the California Community Colleges Chancellors Office which resulted in the expansion of 4CNet to include all of California's Community Colleges.

Exhibit B

Articles of Incorporation

**State of California**  
**Secretary of State**



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

AUG 13 2009

A handwritten signature in cursive script that reads "Debra Bowen".

DEBRA BOWEN  
Secretary of State



**State of California  
Secretary of State**

LLC-1

File # \_\_\_\_\_

**LIMITED LIABILITY COMPANY  
ARTICLES OF ORGANIZATION**

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

**AUG 12 2009**

**A \$70.00 filing fee must accompany this form.**

**IMPORTANT - Read instructions before completing this form.**

This Space For Filing Use Only

**ENTITY NAME** (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

1. NAME OF LIMITED LIABILITY COMPANY

CENIC Broadband Initiatives LLC

**PURPOSE** (The following statement is required by statute and should not be altered.)

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

**INITIAL AGENT FOR SERVICE OF PROCESS** (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).)

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

DWT California, Inc.

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA    CITY    STATE    ZIP CODE

CA

**MANAGEMENT** (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:



ONE MANAGER



MORE THAN ONE MANAGER



ALL LIMITED LIABILITY COMPANY MEMBER(S)

**ADDITIONAL INFORMATION**

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

**EXECUTION**

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

August 10, 2009

DATE

SIGNATURE OF ORGANIZER

TYPE OR PRINT NAME OF ORGANIZER

Mark Fumia



Exhibit C

Certificate of Qualification to Transact Business

**State of California**  
**Secretary of State**

**CERTIFICATE OF STATUS**

**ENTITY NAME:** CENIC BROADBAND INITIATIVES LLC

**FILE NUMBER:** 200922410290  
**FORMATION DATE:** 08/12/2009  
**TYPE:** DOMESTIC LIMITED LIABILITY COMPANY  
**JURISDICTION:** CALIFORNIA  
**STATUS:** ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of October 21, 2009.

A handwritten signature in black ink that reads "Debra Bowen".

**DEBRA BOWEN**  
**Secretary of State**

## Exhibit D

### Proposed Environmental Assessment

## **Proponent's Environmental Assessment**

Pursuant to Rule 2.4(b) of the Commission's Rules of Practice and Procedure, CENIC Broadband Initiatives LLC ("CBI") respectfully submits this Proponent's Environmental Assessment in support of its application for a certificate of public convenience and necessity to provide limited facilities-based and resold competitive local exchange, access and interexchange services to customers in the service territories of Pacific Bell Telephone Company ("AT&T"), Verizon California, Inc. ("Verizon"), SureWest Telephone Company ("SureWest") and Citizens Telephone Company ("Citizens") as well as limited facilities-based and resold interexchange services to such customers throughout the State of California.

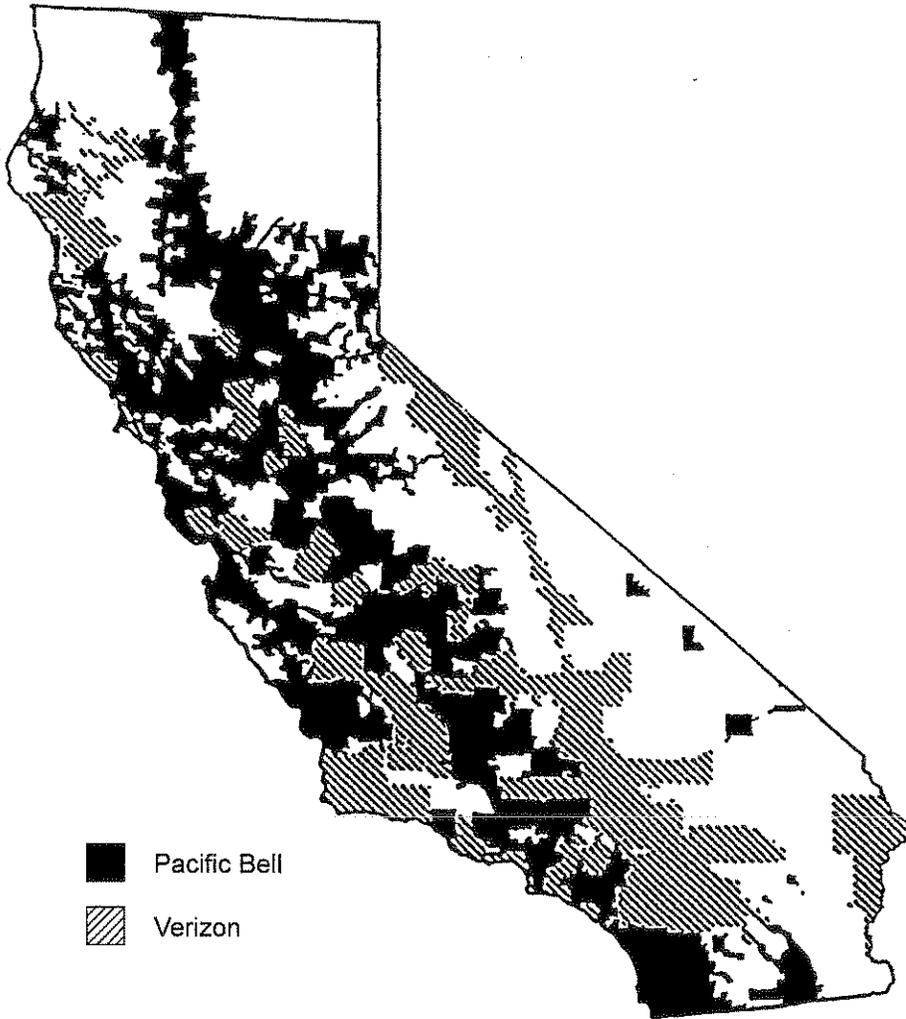
CBI currently seeks the limited facilities-based authority established in D.99-10-025 and D. 99-12-050. CBI proposes to operate as a non-dominant local exchange and interexchange through the use of an existing fiber ring and with existing equipment. CBI will not construct any buildings, towers, conduits, poles or trenches in California to provide the services for which it seeks authority. To the extent construction may be necessary in the future, it will be limited to the installation of equipment exclusively in or on existing streetlights, poles, towers, buildings, fiber, conduits, ducts, rights-of-way and other facilities and structures.

Accordingly, as the Commission determined in D.99-10-025 and D.99-12-050, it can be seen with certainty that the grant of this Application would not have an adverse impact on the environment and no negative declaration on Environmental Impact Report is required for the limited facilities-based authority requested by CBI.

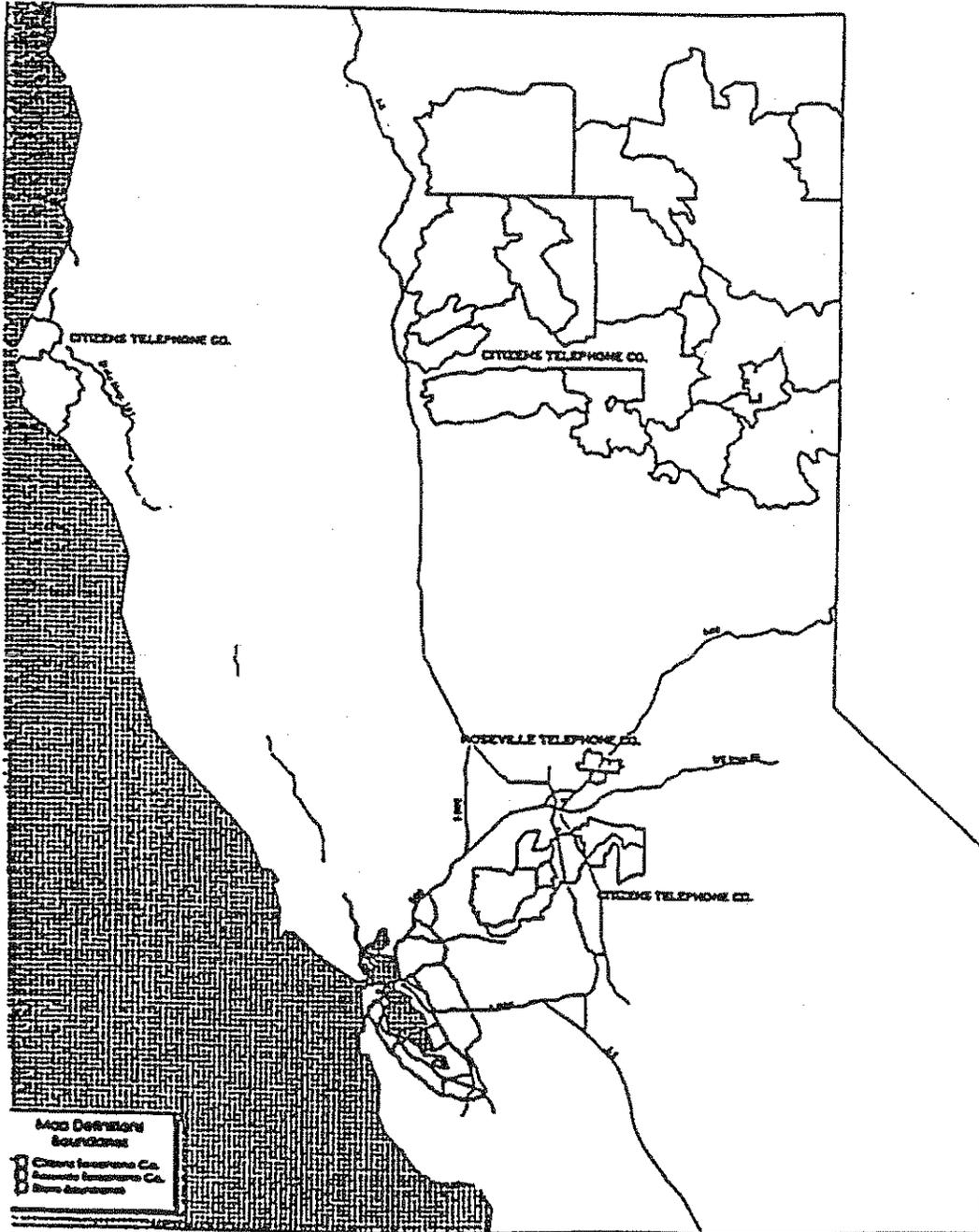
Exhibit E

Maps of the Service Area

# SERVICE AREA MAP



# SERVICE AREA MAP



Confidential Exhibit F

Estimated Costs  
[Filed Under Seal]

Confidential Exhibit G

Financial Statements  
[Filed Under Seal]

Confidential Exhibit H

Bank Statement of CENIC Broadband Initiatives LLC  
[Filed Under Seal]

Exhibit I

Draft Tariff

Competitive Local Carrier

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**DRAFT**

Tariff Schedule  
Applicable to

LOCAL EXCHANGE SERVICES

of

CENIC Broadband Initiatives LLC

U-\_\_\_\_-C

Competitive Local Carrier

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**CHECK SHEET**

The Title Sheet and Sheets 1 through 33 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>
Title	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
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31	Original
32	Original
33	Original

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Advice Letter No.: 1  
Decision No.:

*Issued By:*  

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*Tariff Manager*

Date Filed:  
Effective:  
Resolution No.:

Competitive Local Carrier

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Advice Letter No.: 1  
Decision No.:

Issued By:  

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*Tariff Manager*

Date Filed:  
Effective:  
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Competitive Local Carrier

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**PRELIMINARY STATEMENT**

This tariff contains all effective rates and rules together with information relating and applicable to Cenic Broadband Initiatives LLC (“CBI” or “Company”).

The Company has been authorized by the California Public Utilities Commission (“CPUC”) to provide competitive local exchange service and interexchange services.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the CPUC.

**EXPLANATION OF SYMBOLS**

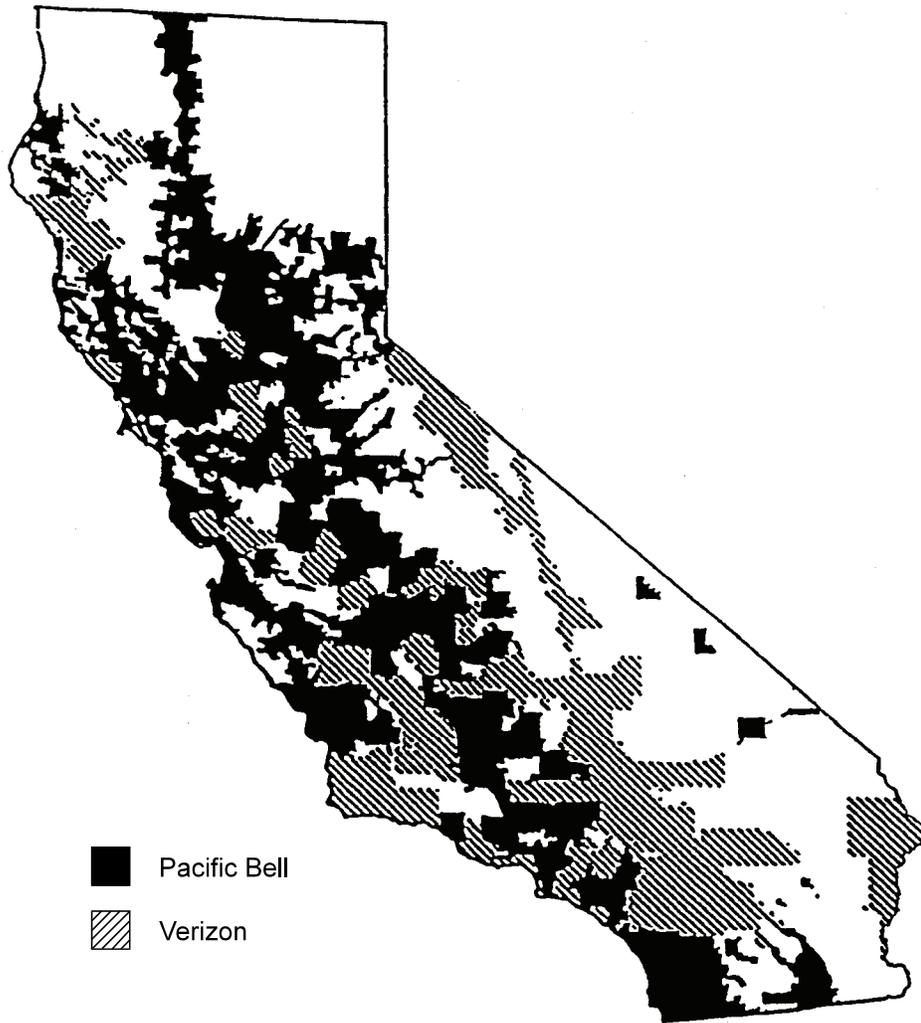
- (C) To signify **changed** listing, rule or condition which may affect rates or charges.
- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer’s bill.
- (L) To signify that material has been **relocated to** another tariff location.
- (N) To signify a **new** rate, regulation condition or sheet.
- (R) To signify a change resulting in a **reduction** to a Customer’s bill.
- (T) To signify a change in **text** but no change to rate or charge.

Competitive Local Carrier

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**SERVICE AREA MAP**

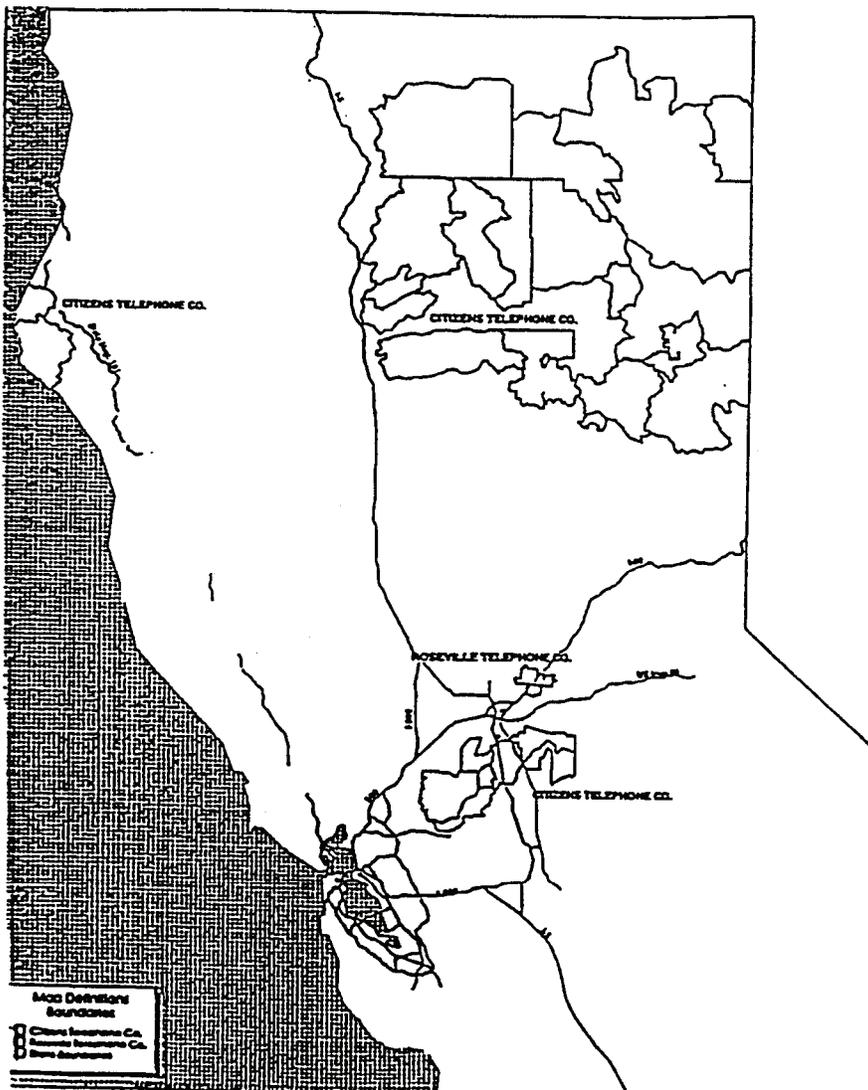
The Company has been authorized by the CPUC to provide competitive local exchange service within the areas of the State of California identified on the following map, which depicts the total combined service areas of AT&T (formerly Pacific Bell) and Verizon California. The Company also has been authorized by the CPUC to provide interexchange service throughout the State of California.



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**SERVICE AREA MAP**

The Company has been authorized by the CPUC to provide competitive local exchange service within the areas of the State of California identified on the following map, which depicts the total combined service areas of Citizens Telephone Company and Roseville Telephone Company (now SureWest Communications). The Company also has been authorized by the CPUC to provide interexchange service throughout the State of California.



Competitive Local Carrier

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**APPLICABILITY**

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate communications services by the Company within the State of California.

This tariff applies only for the use of the Company's services for communications between points within the State of California; this includes the use of the Company's network to complete an end to end intrastate communication.

**AVAILABILITY OF THE COMPANY'S TARIFF**

Complete copies of the Company's advice letters and current tariff are maintained at the Company's business offices located at:

1415 L Street, Suite 870  
Sacramento, CA 95814

This tariff is also available for public inspection at the California Public Utilities Commission.

Competitive Local Carrier

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**1.0 RATES AND CHARGES**

**Schedule 1: Point-to-Point Fiber Optic Communications**

1. Application of rates

Rates for Point-to-Point Fiber Optic Communications apply to service furnished to business customers. Point-to-Point Fiber Optic Communications are not available to residential customers.

2. Point-to-Point Fiber Optic Communications

(A) General service offering

Dark, private point-to-point metropolitan and regional fiber optic networks, constructed in the public right-of-way and on private property to connect customer buildings or locations using single-mode fiber optic cables.

(B) Recurring and nonrecurring charges.

Fixed Non-recurring charges: \$250,000 per fiber optic network segment.

Variable Non-recurring charges: \$750 per foot of fiber optic network segment distance

Monthly recurring charges: \$7.50 per foot of network

Competitive Local Carrier

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**1.0 RATES AND CHARGES**

**Schedule 2: Residential Exchange Service**

The Company does not offer Residential Exchange Service at this time. Prior to initiating such service, the Company will revise this tariff according to the CPUC's procedures to include rates and any additional terms required for such service.

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Competitive Local Carrier

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**1.0 RATES AND CHARGES**

**Schedule 3: Business Exchange Service**

The Company does not offer Business Exchange Service at this time. Prior to initiating such service, the Company will revise this tariff according to the CPUC's procedures to include rates and any additional terms for such service.

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**1.0 RATES AND CHARGES**

**Schedule 4: Universal Lifeline Telephone Service (ULTS)**

The Company does not offer Residential Exchange Service at this time. Prior to initiating such service, the Company will revise this tariff according to the CPUC's procedures to include the terms under which Universal Lifeline Telephone Service (ULTS) would be made available.

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**1.0 RATES AND CHARGES**

**Schedule 5: Directory Services**

The Company does not offer Business or Residential Exchange Service at this time. Prior to initiating either of such services, the Company will revise this tariff according to the CPUC's procedures to include the terms under which Directory Services would be made available.

Competitive Local Carrier

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**1.0 RATES AND CHARGES**

**Schedule 6: Taxes and Surcharges**

In addition to the charges for the Company's service offerings, certain federal, state, and local surcharges, taxes, and fees will be applied to any services to end users. These surcharges, taxes, and fees are calculated based upon the amount billed to the end user for Company's intrastate services. Such charges include, but are not limited to, the surcharges and fees ordered by the CPUC and set forth below:

Surcharge, Tax, or Fee	As a percent of total gross billed charges
CPUC Reimbursement Fee (PUCURA)	0.0018%
Universal Lifeline Surcharge (ULTS)	1.150%
California Relay and Communication Devices Funds	0.20%
California High Cost Fund A Surcharge (CHCF-A)	0.13%
California High Cost Fund B Surcharge (CHCF-B)	0.45%
California Teleconnect Fund Surcharge	0.08%
California Advanced Services Fund	0.25%

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**2.0 RULES**

Rule 1 — Definitions

Channel:

A communications path between two or more points of termination.

Commission:

California Public Utilities Commission

Company:

CENIC Broadband Initiatives LLC

Customer:

The person, firm, corporation or other entity that orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Customer Designated Premises:

The premises specified by the Customer for origination or termination of services.

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Facilities

Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., used to provide services offered under this tariff.

Holidays:

The Company observes the following Holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Day.

Minor Rate Increase:

A rate increase which is both less than 1% of the Company's total California intrastate telecommunications revenues and less than 5% of the affected service's rates. All other rate increases are Major.

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Premises:

A building or buildings on contiguous property, not separated by a public highway or right-of-way.

Transmission Path:

An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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Rule 2 — Undertaking of Company

The Company's services are furnished for telecommunications services originating and/or terminating within the State of California.

The Company is a facilities-based and resale provider of telecommunications to Customers for the direct transmission and reception of voice, data, and other types of communications. Services are offered via the Company's facilities (whether owned, leased, or under contract) and may be offered in combination with resold services provided by other certificated carriers. The Company is responsible under this tariff only for the services and facilities the Company provides hereunder.

Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment, and facilities.

Rule 3 — Application for Service

Service may be initiated only based on a written agreement between the Company and the Customer. To initiate a service request, the Customer must provide the following information: the Customer's name; an address to which the Company shall provide service; and a billing address (if different). The service application does not itself bind either the Customer to subscribe to the service or the Company to provide the service.

Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer, unless the Customer provides a deposit to establish credit for service as provided for under Rule 5. Potential customers who are denied service must be given the reason for the denial in writing within 10 days of service denial.

Rule 4 — Contract or Agreements

Contracts will be used for Individual Case Basis ("ICB") service offerings, special promotions, or special construction. The terms and conditions of each contract offering are subject to the agreement of both Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. ICB arrangements and special promotions will be filed in accordance with CPUC rules.

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Competitive Local Carrier

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Rule 5 — Deposits

The Company may, at its sole discretion, require a deposit or usage prepayment as a condition to receiving service or additional service. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required. Deposits requirements will not be based on race, sex, creed, national origin, marital status, age, number of dependents, or physical handicap.

In the event the Customer fails to establish a satisfactory credit history, deposits are a form of security that may be required from Customers to ensure payment of bills.

Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for.

Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will be added to the deposit using the 3-month commercial paper rate published by the Federal Reserve Board, except under the following conditions: no interest shall be given if the Customer has received a minimum of two notices in a 12-month period as provided under Rule No. 6(B)(2).

Rule 6 — Notices

Notices provided to the Customer by the Company shall be as follows:

A. Rate Information

- (1) Rate information and information regarding the terms and conditions of service will be provided upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to Customers and postmarked at least 30 days prior to the effective date of the change. No Customer notice is required for minor rate increases or for rate decreases. Customers will be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service no later than the Company's next periodic billing cycle.
- (2) When Company provides information to a Customer which is in conflict with its tariffs, the Customer shall have the right to bring a complaint against the Company.

B. Discontinuance of Service Notice

- (1) Notice by Customers

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Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice must be in writing.

(2) Notice by Company

Rules in Commission Decision 91188, regarding discontinuance of service related to criminal prosecution, will remain in effect for Company.

Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Customer not less than 7 calendar days prior to termination. Each notice will include all of the following information:

1. The name and address of the Customer whose account is delinquent.
2. The amount that is delinquent.
3. The date when payment or arrangements for payment are required in order to avoid termination.
4. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
5. The procedure the Customer may use to request amortization of the unpaid charges.
6. The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.
7. The telephone number of the Commission's Consumer Affairs Branch (CAB) where the customer may direct inquiries.
8. Statement that local service may not be discontinued for non-payment of Category III or other unregulated competitive services as provided in D.95-07-054, Appendix B, Rule 6B.

C. Change in Ownership or Identity Notice

Company shall notify Customers in writing of a change in ownership or identity of the Customer's service provider on the Customers' next monthly billing cycle.

D. Rules for Company Notices

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Notices the Company sends to Customers, or the Commission, will be a legible size and printed in a minimum point size type of 10 and are deemed made on date of presentation.

Rule 7 — Rendering and Payment of Bills

- (a) Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Service continues to be provided for the minimum service term.
- (b) The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are billed monthly in advance. The Company is not responsible for any telephone charges that may be incurred by the Customer in gaining access to the Company's network.
- (c) Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law. The late payment date will be prominently displayed on the Customer's bill. Company shall credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly. Each account shall be granted not less than one complete forgiveness of late payment charge, pursuant to Commission rules. Customers shall be notified by letter when eligibility for forgiveness of late payment charge has been utilized.
- (d) The name(s) of the Customer(s) desiring to use service must be set forth in the application for service.

Rule 8 — Disputed Bills

Billing disputes should be addressed to Company's customer service organization via telephone to 714 220-3437. Customer service representatives are available from 8:30 AM to 5:59 PM Pacific Time. Messages may be left for Customer Services from 6:00 PM to 8:29 AM Pacific Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.

In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

- (a) First, the Customer may request, and the Company will perform an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

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- (b) Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the CPUC's Consumer Affairs Branch (CAB) for its investigation and decision.
- (c) To avoid disconnection of service, the subscriber must submit the claim and, if the bill has not been paid, deposit the amount in dispute with the CPUC. The disputed amount must be made payable to the CPUC within 7 calendar days after the date on which the Company notifies the Customer that the investigation and review have been completed and that such deposit must be made or service will be disconnected. The Company may not disconnect the Customer's service for non-payment as long as Customer complies with the above provisions in (a)- (c).
- (d) The CAB will review the claim of the disputed amount. The Company shall respond within 10 business days to requests for information issued by CAB. CAB will review the Customer's claim of the disputed amount, communicate the results of this review to the Customer and the Company, and make disbursement of the deposited amount.

The address and telephone numbers of the CPUC's Consumer Affairs Branch are:

Consumer Affairs Branch  
505 Van Ness Avenue  
San Francisco, CA 94102  
(800) 649-7570 (toll free)  
(415) 703-1170  
(415) 703-2032 (TDD)

- (e) After the investigation and review are completed by the Company as noted in (a) above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

Rule 9 — Cancellation of Service by Company

- (a) The Company may discontinue service under the following circumstances:
  - 1. Nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees as determined by the CPUC or by the Court; or

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2. In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, the public or to employees of the utility; or
3. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
4. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
5. For unlawful use of the service or use of the service for unlawful purposes; or
6. Failure to post a required deposit or guarantee; or
7. A violation of, or failure to comply with, any regulation or condition governing the furnishing of service; or
8. If the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.

(b) The Company will provide the following notice of disconnection:

1. Written notice of the pending disconnection will be rendered not less than 7 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address. The notice shall state that if the customer has any questions regarding the amount due, or wishes to make arrangements for payment or request amortization of unpaid charges, the customer shall contact a Company representative at 1-415-747-0817. See sample Notice of Discontinuance form in 5.0, "Forms".
2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service will not initially be discontinued on any Saturday, Sunday, legal holiday, or any other day Company service representatives are not available to serve Customers.

(c) Restoration of service

The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for

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restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.

- (d) CPUC's Decision No. 91188 in Case No. 4930, requires that each communications utility, operating under the jurisdiction of the CPUC, include the provisions of the rule set forth in Appendix "B" of that decision as a part of the rules in the utility's schedules. Accordingly, Appendix B of Decision No. 91188, Case No. 4930, is quoted herein:

*Appendix B*

1. *Any communications utility operating under the Jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.*
2. *Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request for interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.*
3. *If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the communications utility the written finding of a magistrate, as specified in paragraph I of this rule, then upon written request of the subscriber the communications utility shall promptly restore such service.*
4. *Any concerned law enforcement agency shall have the right to receive Commission notice of any hearing held by the Commission pursuant to*

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*paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.*

5. *The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.*
6. *At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.*
7. *Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be apart of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.*
8. *The term "person", as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a copartnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.*

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9. *The term “communications utility”, as used herein, includes a “telephone corporation” and a “telegraph corporation”, as defined in Division I of the California Public Utilities Code.*

For the information of our customers, the address of the Commission’s offices is as follows:

California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, California 94102

Rule 10 — Cancellation of Service By Customer

Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation provided, however, that Customer may not cancel RF Transport Services prior to expiration of the initial five (5) year term except for increases in rates that qualify as Major Rate Increases.

Customer is responsible for charges while still connected to the Company’s service and the payment of associated local exchange company charges, if any, for service charges.

Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer’s use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. Based on an order for service and construction has either begun or has been completed, but no service provided.

Rule 11 — Special Information Required on Forms

A. Customer Bills

The Company shall be identified on each bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with an address where the Customer may write. If the Company uses a billing agent, it will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following areas:

- (1) When to pay your bill;

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- (2) Billing detail including the period of service covered by the bill;
- (3) Late payment charge and when applied;
- (4) How to pay your bill;
- (5) Questions about your bill;
- (6) Network access for interstate calling;
- (7) In addition to the above, each bill shall include the following statement:

‘This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of presentation date. Should you question this bill, please request an explanation from (name of Company).

If you believe you have been billed incorrectly you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, CA 94102. To avoid having service disconnected, payment of the disputed bill should be made ‘under protest’ to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission’s Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission.’

B. Deposit Receipts

Each deposit receipt shall contain the following provisions:

‘This deposit, less the amount of any unpaid bills for service furnished by (name of Company), shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.

Rule 12 — Credit Establishment

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits may be avoided if the applicant:

- A. Provides credit history acceptable to the Company. Credit information contained in the applicant’s account record may include, but shall not be limited to, account

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- established date, ‘can-be-reached’ number, billing name, and location of current and previous service.
- B. A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the serving Company or another acceptable local carrier.
- C. Company cannot refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (e.g., cashier’s check, money order, bond, letter of credit).

Rule 13 — Prorating of Bills

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

Rule 14 — Change of Service Provider

Prior to initiation of Residential or Business Exchange Service, the Company shall revise this tariff according to the CPUC’s procedures to include (a) the terms under which solicitations of Customers to initiate, terminate or transfer service may be made, and (b) remedies for unauthorized service terminations or transfers (“slamming”).

Rule 15 — Privacy

Company is restricted from releasing nonpublic Customer information in accordance with PU Code Sections 2891, 2891.1, and 2893. For each new Customer, and on an annual basis for continuing Customers, Company shall provide in writing a description of how the carrier handles the Customer’s private information and a disclosure of any ways that such information might be used or transferred that would not be obvious to the Customer. Company is subject to the credit information and calling record privacy rules set forth in Appendix B of Decision Nos. 92860 and 93361, except as modified by Decision Nos. 83-06-066, 83-06-073, and 83-09-061. Please see sample Customer Privacy Notice in Section 5.0, “Forms.”

Rule 16 — Blocking Access to 900 and 976 Information Services

Prior to initiation of Residential or Business Exchange Service, the Company shall revise this tariff according to the CPUC’s procedures to include the terms under which the Customer can block access to 900 and 976 pay-per call telephone information services.

Rule 17 — Information to Be Provided to the Public

A copy of this tariff schedule and advice letters will be available for public inspection in the Company’s business office during regular business hours.

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Copies of the Company's tariff schedules and advice letters are available to the public at nominal costs to recover photocopying, postage and/or transmission expenses.

Rule 18 — Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

Rule 19 — Use of Service

Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

Rule 20 — Limitations of Service

Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

Company reserves the right to discontinue furnishing the service upon its written notice, when necessitated by conditions beyond its control or when Customer is using the service in violation of the provisions of this tariff, or in violation of the law, pursuant to Rule 9.

Title to all facilities provided by Company under these regulations remains in Company's name.

Rule 21 — Interconnection

Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible

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for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

Rule 22 — Liability of the Company

- A. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. Except as provided in Rule 18, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the services or facilities furnished by the Company, or by another carrier through the Company, up to and including its Local Loop Demarcation Point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- D. Prior to initiation of Directory Services, the Company shall revise this tariff according to the CPUC's procedures to include the limits of its liability relating to errors or omissions in telephone numbers and directories.
- E. Errors in Transmitting, Receiving or Delivering Oral Messages by Telephone
- The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.
- F. Loss Arising From Non-Delivery of Written Messages
- The Company shall be liable for loss or damage that may occur in the course of the employment of any messenger not to exceed twenty-times the charge for such messenger service, and shall be liable for loss or damage that may occur in the

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transmission of any message over its lines not to exceed the amount received for sending same.

Rule 23 — Measurement of Service

Charges for service are without regard to mileage.

Rule 24 — Responsibilities of the Customer

- (a) The Customer is responsible for: placing any necessary service orders; complying with tariff terms and conditions; for assuring that users comply with tariff regulations; and for payment of charges for calls originated from the Customer's telephone lines.
- (b) The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
- (c) The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at the Customer's premises.

Rule 25 — Special Construction

Special construction charges apply where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs. Charges will be based on the costs incurred by the Company (including return) and may include:

- 1. non-recurring charges;
- 2. recurring charges;
- 3. termination liabilities; or
- 4. combinations of the above.

Rule 26 — Demarcation Points

Services shall be provided to mutually agreeable points of demarcation.

Rule 27 — Nonpublished Service; Release of Information

CPUC Decision Nos. 92860 and 93361, in Case No. 10206, required that each communication utility, operating under the jurisdiction of the CPUC, include the provisions of the rule set forth in Appendix "A" of that decision as a part of the rules in the utility's tariff schedules. However, the Company does not intend to offer Directory Services at this time. Prior to initiating Directory Services, the Company will include Appendix "A" of Decision Nos. 92860 and 93361, Case No. 10206 herein.

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Rule 28 — Discounts on Advanced Services

- A. Availability of Discounts on Advanced Services (DAS). In Decision 96-10-066, the California Public Utilities Commission (CPUC) established the California Teleconnect Fund (CTF). This program provides discounts on telecommunications services delineated herein to qualifying schools, libraries, hospitals and health clinics, and community based organizations, approved by the CPUC, as described below. The program was expanded in Decision 08-06-020 to include community colleges as qualifying schools. If state funding for the CTF is exhausted, participants will be backbilled for all discounts advanced by the Utility that the Commission does not fund.
1. Entities Qualified to Receive Discounts on Advanced Services (“DAS”). The following entities are qualified to receive DAS upon approval by the CPUC:
    - a. Schools. Public and non-profit schools providing elementary or secondary education, which do not have endowments of more than \$50 million and California community colleges.
    - b. Libraries. Libraries that are eligible for participation in statebased plans for funds under Title III of the Library Services and Construction Act.
    - c. Hospitals and Health Clinics. Hospital district owned hospitals and health clinics, municipal and county government owned and operated hospitals and health clinics.
    - d. Community Based Organizations (CBOs). Tax exempt organizations offering health care, job training, job placement, educational instruction, or a non-profit CBO operating a community technology center engaged in diffusing technology into a local community, and training a local community that has limited or no access to the Internet and other technologies shall qualify for the discount rate for CBOs. A “tax exempt organization” shall refer to an organization described in Section 501 (c)(3) or 501 (d) of the Internal Revenue Code, Title 26 of the United States Code.
  2. Services Eligible for DAS. Customers that have been approved by the CPUC to participate in this program are eligible to receive discounts on the monthly recurring charges for the following services, or their functional equivalents:

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- a. Measured Business Service
  - b. Switched 56
  - c. Integrated Services Digital Network (ISDN) Service
  - d. T-1 or DS1 equivalent
  - e. High Capacity Digital Service, including but not limited to DS3
  - f. Optical Carrier Network (OCN) Point to Point Service
3. No Limit to Number of Subsidized Lines. There is no limit on the number of subsidized lines that a participating entity may have. Eligible participants must notify the Utility, as required by the CPUC, for which of these services they want discounts applied.
4. Discounts Applicable to Eligible Services
- a. Hospitals, Health Clinics, and CBOs. Participating hospitals, health clinics, and CBOs shall be entitled to a 50% discount off the entire tariffed rates or negotiated/contract rates, whichever are lower, for services identified in 2. preceding.
  - b. Schools and Libraries. Participating schools and libraries shall be entitled to a 50% discount off tariffed rates or negotiated/contract rates, whichever are lower, for services identified in para. 2. preceding, after first deducting the applicable E-rate discounts. The 50% discount shall be calculated as follows:
    - (1) If the customer has not been approved to receive E-rate discounts, whether or not an application is pending, the 50% discount will be applied to all services (eligible for DAS) after deducting a statewide average E-rate discount (determined by the CPUC) from the billed amount.
    - (2) If the customer has been approved to receive E-rate discounts, the 50% discount will be applied to the services after deducting the actual E-rate discounts from the billed amount.
    - (3) The statewide average discount is deducted from the customer's services solely for purposes of calculating the DAS discount. The statewide average discount shall be added back to the billed amount for payment by the customer. However, when the customer receives its approved E-rate

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benefit, the customer's account will be retroactively adjusted to reflect the approved E-rate.

- (4) The following schools and libraries shall be entitled to a 50% discount off the entire tariffed rates or negotiated/contract rates, whichever are lower, for services identified in 2. preceding: schools that are part of a school district that meets the conditions specified for compensation pursuant to Section 42280, et. seq. of the Education Code, unless that school district has applied for, and been approved to receive, the E-rate discount; participants whose E-rate applications have been denied; and participants who subscribe to services that are ineligible for E-rate discounts.

- B. Functional Equivalents. The following services have been determined to be functional equivalents:

10 Gbps Ethernet Service is the functional equivalent of SBC California's Synchronous Optical Network (SONET) Ring and Access "OC-192" Service.<sup>1</sup> The Company's 10 Gbps Ethernet Service, like SONET, provides a higher bandwidth communication path on dedicated, fiber-based, self-healing rings or as point-to-point network configurations, and is used to provide 10Gbps Ethernet Services between customer locations.

- C. Billing. Customers will receive the discounts described in para. 4, within two (2) billing periods of the eligible services being provided. Special Conditions. For any fiscal year in which the State of California budget is approved with zero funding for the California Teleconnect Fund (CTF) or for any fiscal year in which the Executive Director of the California Public Utilities Commission (CPUC) determines that the approved CTF funding level will be insufficient to reimburse the Utility for its CTF claims for the entire fiscal year, the Utility will suspend CTF discounts to qualifying Schools, Libraries, Government and District Owned Hospitals, Government and District Owned Health Clinics, and Community Based Tax Exempt Organizations.

- D. In the event of such a suspension, all services billed at CTF discounted rates will be converted to and billed at the regular tariffed or contracted rates.

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<sup>1</sup> See SBC California Tariff, Schedule Cal. P.U.C. No. A2, 4<sup>th</sup> Revised Sheet 158.2, Rule 2.1.4.1 (specifying the functional equivalence of this SBC California service to 5376 DS-1 or 192 DS-3 Circuits or 9.6 Gbps).

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Rule 29 — California Teleconnect Fund Surcharge

This surcharge provides the funding for the discounted advanced services provided to qualifying community colleges, schools, libraries, hospitals and health clinics, and community based organizations.

- A. Pursuant to Resolution T-17215, a surcharge of 0.45% will be applied to all end user telecommunication intrastate services, both within a service area and between service areas after December 1, 2009. This surcharge will appear on subscribers' bills as the California Teleconnect Fund Surcharge and will remain in effect until otherwise ordered by the Commission.
- B. Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharges to the rates for all end user intrastate services except:
- a. ULTS access lines, installation, billing and local calls
  - b. charges to other certificated carriers for services
  - c. coin sent paid telephone calls (coin in box)
  - d. customer specific contracts existing on or under the ULTS allowance prior to 9/15/94.
  - e. usage charges for coin-operated pay that are to be resold telephones
  - f. directory advertising and debit card calls
  - g. one-way radio paging
- C. For a list of the Public Program surcharges and the amounts, refer to the Pacific Bell (d.b.a. SBC California) tariffs.
- D. The following taxes and surcharges are not revenues and should not be included when calculating the surcharge:
- Surcharge to Fund California Public Utilities Commission Reimbursement Fee
  - Universal Lifeline Telephone Service Surcharge
  - Deaf and Disabled Surcharge
  - California High Cost Fund-A Surcharge
  - California High Cost Fund-B Surcharge
  - California Teleconnect Fund Surcharge
  - FCC Federal Subscriber Line Charge

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**3.0 PROMOTIONS**

3.1 Promotional Offerings – General

Reserved for future use.

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**4.0 INDIVIDUAL CASE BASIS ARRANGEMENTS**

Reserved for future use.

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**5.0 SAMPLE FORMS**

**1. Customer Privacy Notice**

**Release of Credit Information and Calling Records**

**I. Definitions**

- A. *Credit Information.* A subscriber's credit information is the information contained in the subscriber's utility account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, subscriber's social security and/or driver's license number, billing name, location of previous service. Not included in subscriber credit information for purposes of these rules are: nonpublished subscriber information, or subscriber's name, address, and telephone number as listed in the telephone directory.
- B. *Calling Records.* Calling records are the records of calls made from a subscriber's telephone no matter how recorded and regardless of whether such information appears in the subscriber's monthly telephone service bill. Toll records and pen registers are examples of calling records.

**II. Release of Subscriber Credit Information and Calling Records**

A subscriber's credit information and/or calling records shall be released by a telephone utility only under the following circumstances:

- A. Upon receipt of a search warrant obtained pursuant to California or federal law; or
- B. Upon making a return to a subpoena or subpoena duces tecum, when in fact authorized by a state or federal judge to divulge the information or records.
- C. In the case of civil or administrative subpoenas, upon notifying the subscriber that a subpoena has issued and affording that subscriber at least ten days to move to quash the subpoena; or
- D. Upon receiving permission of the subscriber to release the information.

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**5.0 SAMPLE FORMS**

**I. Customer Privacy Notice (continued)**

**III. Notification to the Subscriber**

- A. Except as provided below, the subscriber whose credit information or calling records are requested by judicial subpoena or search warrant shall be notified by the utility by telephone the same day that the subpoena or search warrant is received (only one attempt by telephone is necessary.) Telephone notification, whether successful or not, shall be followed by written notification within twenty-four hours after the receipt of the subpoena or warrant.
- B. Both oral and written notification shall state that a judicial subpoena or search warrant was received for credit information or calling records for the specified dates and telephone numbers, and provide the name of the agency making the request.

**IV. Deferral of Notification**

- A. Notification to the subscriber will be deferred, and no disclosure made for a period of 90 days if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is probable cause to believe notification to the subscriber would impede the investigation of an offense pursuant to which the subpoena or warrant was issued. Upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the subscriber of its receipt of the subpoena before divulging the information or records requested.
- B. The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the subscriber would impeded the investigation of an offense pursuant to which the subpoena or warrant was issued.
- C. Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, be another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.

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**5.0 SAMPLE FORMS**

**1. Customer Privacy Notice (continued)**

**Customer Privacy Notice (continued)**

- D. Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the subscriber in accordance with (C) above.

**V. Exception to Procedure for Release or Credit and Calling Records**

- A. The procedure set forth above does not apply where the requester is a collection agency working for the utility on the subscriber's account or is an independent telephone company or Bell Company.

**VI. Retention of Records**

- A. Records of request for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year from the date on which the subscriber is notified in writing of the request. A copy of the letter of notification which was sent to the subscriber shall also be retained for a like period of one year.

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**5.0 SAMPLE FORMS**

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**2. Notice of Discontinuance**

**Notice of Discontinuance of Service for Non-Payment of Bills**

(date)

Customer Name  
Customer Address  
Customer account number

Dear (Customer):

Our records indicate that the subject account remains past due. We request that payment in the amount of \$(amount) be received in our office no later than (date). On (date plus 7 days) a disconnect order will be submitted to our order cancellation department if payment has not been received by that time. If your service is disconnected, you will be required to pay a deposit equal to two months' usage, in addition to reconnect charges of (reconnect amount).

To prevent an interruption in service and to avoid the additional charges **PLEASE MAIL YOUR PAYMENT TODAY** to:

Accounts Payable  
CENIC Broadband Initiatives LLC  
1415 L Street, Suite 870  
Sacramento, CA 95814  
916 440-8800  
(916) 440-8801 (facsimile)

If you believe that the amount now overdue was billed in error, CENIC BROADBAND INITIATIVES LLC will investigate the disputed amount upon written request. If, after investigation and review by CENIC BROADBAND INITIATIVES LLC, there is still disagreement over the amount due, you may appeal the dispute to the Consumer Affairs Branch of the California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102, 1-800-649-7570.

If you have any questions regarding the amount due, or wish to make arrangements for payment or request amortization of unpaid charges, please contact your CENIC BROADBAND INITIATIVES LLC representative at 1714 220 3437

(Service Representative)  
CENIC Broadband Initiatives LLC

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Advice Letter No.: 1  
Decision No.:

Issued By:  
*Tariff Manager*

Date Filed:  
Effective  
Resolution No.:

CENIC Broadband Initiatives LLC  
1415 L Street, Suite 870  
Sacramento, CA 95814

Schedule Cal. P.U.C. No. 1-T  
Original Cal P.U.C. Sheet No. 40

Competitive Local Carrier

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Advice Letter No.: 1  
Decision No.:

*Issued By:*  
*Tariff Manager*

Date Filed:  
Effective  
Resolution No.: