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**TITLE SHEET**

**NEW MEXICO TELECOMMUNICATIONS TARIFF**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of non-facilities based long distance resold toll telecommunications services by PNG Telecommunications, Inc. ("PNG") within the State of New Mexico. PNG's principal offices are located at 100 Commercial Drive, Cincinnati, OH 45014. This Tariff is on file with the New Mexico State Corporation Commission located at PERA Building, Room 518, 1120 Paseo de Peralta, Santa Fe, New Mexico 87501 and copies may be inspected during normal business hours at PNG's principal place of business. (T)

Issued: April 23, 2008  
Docket No. 96-304-TC

Effective: June 1, 2008

Issued by: Mr. Bernie Stevens  
President  
PNG Telecommunications, Inc.  
100 Commercial Drive  
Fairfield, OH 45014  
Toll Free: (800)860-9495

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**CHECK SHEET**

The effective date of each sheet contained in this Tariff is shown at the bottom of the respective sheet. Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	1 <sup>st</sup> Revised
2	2 <sup>nd</sup> Revised*
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	2 <sup>nd</sup> Revised*
18	2 <sup>nd</sup> Revised*
19	1 <sup>st</sup> Revised

\* indicates page is included with this filing

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Docket No. 96-304-TC

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Issued: August 12, 1996  
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SYMBOLS

The following symbols are used for the purposes indicated below:

- D - Deleted Material
- I - Change in Rate or Charge Resulting in Increase to Customer's Bill
- M - Moved from Another Location in Tariff with No Change to Text
- N- New Material
- R- Change in Rate or Charge Resulting in Reduction to Customer's Bill
- T- Change in Text or Regulation with No Change in Rate or Charge

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added to the Tariff between sheets which are already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be sheet 14.1.
- B. Sheet Revisions - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current version of the page on file with the NMSCC. For example, the 4th revision of Sheet 14 would cancel the 3rd revision of that sheet. Because of the various suspension periods, deferrals, etc. the NMSCC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph numbering designating paragraphs, subparagraphs, etc. Each level of coding is a division of the next higher level paragraph:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets - When a tariff filing is made with the NMSCC, an updated Check Sheet accompanies the tariff. The check sheet lists the sheets contained in the tariff and provides a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by

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TARIFF FORMAT (cont.)D. Check Sheets (cont.)

an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e. the format, etc. remains the same; revision levels on some pages have merely been revised). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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**SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS**

- 1.1 Authorization Code - A numerical code, one or more of which may be assigned to a Customer, which enables PNG to identify the Customer's call for the purpose of tracking and billing the call. All authorization codes will be the sole property of PNG and no Customer will have any property or other right or interest in the use of any particular authorization code.
- 1.2 Commission - New Mexico State Corporation Commission.
- 1.3 Company or Carrier - PNG Telecommunications, Inc.
- 1.4 Customer - The person or legal entity which subscribes to, utilizes, or enters into arrangements for PNG's telecommunications services and is responsible for payment for PNG's services.
- 1.5 Day - From 8:00 A.M. up to but not including 5:00 P.M., every day including Saturday and Sunday.
- 1.6 Facilities Based Carrier - A company owning equipment for the purpose of providing telecommunications services to the public.
- 1.7 Holidays - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- 1.8 Interruption - The inability to complete calls due to equipment malfunction or human errors. Interruption will not include, and no allowance will be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Any Interruption allowance provided within this Tariff by PNG will not apply where service is interrupted by the Customer or where PNG, pursuant to the terms of this Tariff, terminates service because of nonpayment of bills, unlawful or

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**SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (cont.)****1.8 Interruption (cont.)**

improper use of PNG's service, or any other reason covered by this Tariff or by applicable law.

**1.9 Local Access and Transport Area (LATA) - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communication services.****1.10 Local Exchange Company (LEC) - Entity providing telecommunications services within a LATA.****1.11 Non-Day - From 5:00 P.M. up to but not including 8:00 A.M., every day including Saturday and Sunday.****1.12 Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other communications.****1.13 Travel Card - A postpaid calling card issued by PNG which allows Customers to make telephone calls and charge the calls to a credit account. Calls charged to a PNG-issued credit travel card will appear on the Customer's regular monthly bill.**

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**SECTION 2. TERMS AND CONDITIONS****2.1 Undertaking of PNG Telecommunications, Inc.**

PNG services are furnished for communications originating or terminating at specified points within the State of New Mexico under the terms of this Tariff.

PNG provides telecommunications services in accordance with the terms and conditions set forth under this Tariff. PNG may act as the customer's agent for ordering access to connection facilities provided by other carriers or entities, when authorized by the customer, to allow connection of a customer's location to the network of PNG's underlying carrier. Any such carriers or entities must be certified to provide telecommunications services in New Mexico. The customer will be responsible for all charges due for such service arrangement.

The company's services are provided on a monthly basis unless ordered on a longer term basis. PNG's services are available 24 hours a day, seven days a week.

- 2.1.1 Application of Tariff - This Tariff contains the regulations and rates applicable to intrastate non-facilities based long distance resale telecommunications services provided by PNG. PNG's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.
- 2.1.2 No Joint Undertaking - PNG's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the services of underlying Facilities Based Carriers.
- 2.1.3 Application of Rates - The rates and regulations contained in this Tariff apply only to the services provided by PNG and do not apply to the lines, facilities, or services provided by a local exchange telephone company or other Facilities Based Carrier for use in accessing the services of PNG.

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**SECTION 2. TERMS AND CONDITIONS (cont.)****2.2. Use of Services**

PNG's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services. The use of PNG's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

**2.3 Liability of PNG**

The liability of PNG, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount equivalent to the charge to the Customer for the service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occurred. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer, or which arise from facilities or equipment used by Customer, shall not result in the imposition of any liability whatsoever upon PNG. Under no circumstances shall PNG be liable for any consequential, special, indirect, incidental or exemplary damages.

PNG shall not be liable for the quality of service provided by any local exchange carrier (LEC). PNG is not liable for any act, omission or negligence of any LEC or other provider whose facilities are used in furnishing any portion of the service received by Customer.

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**SECTION 2. TERMS AND CONDITIONS (cont.)****2.3 Liability of PNG(cont.)**

PNG shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to civil disorders; labor problems; and fire, flood, atmospheric conditions or other phenomena of nature, such as radiation. In addition, PNG shall not be liable for any failure of performance hereunder due to necessary network reconfigurations; system modifications due to technical upgrades; or regulations established or actions taken by any court or government agency having jurisdiction over PNG.

The above tariff language (and any and all language which appears in this tariff addressing liability of PNG Telecommunications or its customers) does not constitute a determination by the Commission that a limitation of liability imposed by the PNG should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicated negligence and any direct, indirect, and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause(s).

**2.4 Responsibilities of Customer**

- 2.4.1 Compliance with Law - The Customer will comply with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided.
- 2.4.2 Payment of Charges - The Customer is responsible for payment of the charges set forth in this Tariff.
- 2.4.3 Compliance with Tariff - The Customer is responsible for compliance with the applicable terms and conditions of service set forth in this Tariff.

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**SECTION 2. TERMS AND CONDITIONS (cont.)****2.4 Responsibilities of Customer**

2.4.4 Hold Harmless - The Customer will indemnify and save PNG harmless from all liability disclaimed by PNG as specified in Section 2.3 above, arising in connection with the provision of service by PNG, and will protect and defend PNG from any suits or claims against PNG in connection therewith. PNG will notify the Customer of any suit or claim against PNG of which it is aware.

2.4.5 Security of Authorization Code - It is the Customer's responsibility to secure its Authorization Code from unauthorized use.

**2.5 Cancellation or Interruption of Service**

2.5.1 Service Disconnect - Without incurring liability, PNG may discontinue services to a Customer or may withhold the provision of ordered services subject to the procedures set forth in Section 2.5.2:

- A. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over PNG's services,
- B. For fraudulent procurement or use of PNG services by the Customer including abnormally high usage when the Customer's bill is past due,
- C. By reason of the Customer's insolvency,
- D. By reason of any order or decision of any state or federal court, any state Public Service Commission or federal regulatory body or other governing authority prohibiting PNG from providing services,
- E. For violation of any of the provisions of this Tariff,

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**SECTION 2. TERMS AND CONDITIONS (cont.)****2.5 Cancellation or Interruption of Service****2.5.1 Service Disconnect (cont.)**

- F. For nonpayment of any sum due PNG for more than forty-five (45) days after the bill is past due.

**2.5.2 Procedures for discontinuance of existing service.**

- A. PNG may discontinue service without notice\* in the situations described in Paragraph 2.5.1(A).
- B. In the situations described in Paragraphs 2.5.1.B - 2.5.1.C hereof, PNG will notify the Customer in writing ten (10) days before discontinuance of service.
- C. In the situations described in Paragraphs 2.5.1.D - 2.5.1.F hereof, PNG will notify the Customer in writing ten (10) days before discontinuance of service of the reason for the proposed discontinuance of service, the date of the proposed discontinuance, the action the Customer must take to prevent discontinuance, and the Customer's right to dispute the charge or complain to the Commission. In cases involving non-payment of a bill, no customer will be disconnected before the bill is at least forty-five (45) days past due unless a large amount of charges are accumulated while the account is delinquent, indicating potential fraud. In no event will service be discontinued on the day preceding any day on which PNG is not prepared to accept payment of the amount due and to reconnect service.

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**\*Customer will be provided written notice stating the reason for discontinuance within a reasonable time after the suspension or termination of Customer's service.**

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**SECTION 2. TERMS AND CONDITIONS (cont.)**

- 2.5.3 Interruption of Service - Credit allowance for the interruption of service which is not due to testing or adjusting by Facilities Based Carriers, negligence of the customer, violation of the provisions of this Tariff or failure of equipment provided by the Customer are subject to the provisions of Paragraph 2.3 of this Tariff. It will be the obligation of the Customer to notify PNG immediately of any interruption of service for which credit is desired. Before giving such notice, the Customer will ascertain that the interruption is not the result of any act or omission of the Customer or the failure of any equipment provided by the Customer.
- A. During any interruption of PNG service, the Customer may access any competitor's network by using the competitor's 10xxx code. The Customer will be credited the difference in the cost of using the competitor's service and the cost of using PNG's service had it not been interrupted.
- B. When the Customer notifies PNG of the service interruption, the Customer will be provided with the 10xxx code of another Facilities Based Carrier and will subsequently be credited the difference between the cost of using the Facilities Based Carrier and the cost of PNG's service had it not been interrupted.
- 2.6 Billing Arrangements - Customers are billed directly by PNG. PNG will render bills monthly. Payment is due upon receipt. PNG may impose a late payment charge of 1.5% on any bill not paid within 20 days of receipt.
- 2.7 Creditworthiness - PNG may obtain credit reports on its Customers for purposes of determining a Customer's creditworthiness.
- 2.8 Contested Charges - All bills are presumed accurate, and will be binding on the Customer unless an objection is received by PNG within one hundred and twenty (120) days after the bill becomes due. The Customer may notify PNG of its objection either by phone at PNG's 800 customer service number or in writing. A PNG representative will then try to resolve the dispute over the phone. In the case

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**SECTION 2. TERMS AND CONDITIONS (cont.)****2.8 Contested Charges (cont.)**

of a billing dispute between the Customer and PNG which cannot be settled with mutual satisfaction, the Customer may request and PNG will provide a detailed review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the Customer's service may be discontinued. PNG will notify the Customer of the results of PNG's review in writing by ordinary U.S. Mail. The notification will include the following language:

If you remain dissatisfied with our resolution of your complaint, you may contact the New Mexico State Corporation Commission, Telecommunications Department, P.O. Drawer 1269, Santa Fe, New Mexico 87504-1269. The Commission's toll-free consumer service telephone number is (800)947-4722, ext. 4 or (505)287-4495.

**2.9 Deposits**

PNG does not require a deposit from the Customer.

**2.10 Taxes**

All federal excise taxes and state and local sales taxes and gross receipts taxes are billed as separate items and are not included in the quoted rates.

**2.11 Promotions**

PNG may from time to time offer promotional services with the approval of the Commission. Promotional services will have a maximum 90-day duration period. PNG shall provide the Commission with a written notice 30 days prior to implementing any promotion.

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**SECTION 3 DESCRIPTION OF SERVICES****3.1 Description of Services**

PNG provides interexchange telecommunications services including Dial 1+ Interexchange Service, 800 Service and Travel Card Service. PNG offers all of the above described services throughout the State of New Mexico.

**3.2 Dial 1+ Interexchange Service**

Customers are provided access to interexchange service purchased by PNG from Facilities Based Carriers by dialing a 10xxx code or by designating PNG as the Customer's Principal Interexchange Carrier.

**3.3 800 Service**

800 Service is an inbound-only service in which callers located within the state may place toll-free calls to a telephone with a predesignated 800 access number assigned to the Customer.

**3.4 Travel Card Service**

Callers are issued one or more travel cards which allow them to place long distance calls from any touch tone phone and have the charges for the call billed to their account with PNG.

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SECTION 4 - RATES

4.1 PNG "Easy One" Dial 1+ Service.

"Easy One" Dial 1+ Service is marketed to businesses. The service is offered at a flat rate per minute regardless of distance or time of call. Calls are billed on full minute intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A monthly service charge of \$2.50 applies to this service. A 1.5% late charge is added to amounts not paid within 20 days of the billing date. The maximum charge allowed by state law will be assessed for checks returned for insufficient funds.

	<u>Interstate</u>	<u>Intrastate</u>	
Per minute rate:	\$. 129	\$. 189	(I)

4.2 PNG "Easy Call" Dial 1+ Service.

"Easy Call" Dial 1+ Service is offered to residential customers. The service is offered at a flat rate per minute regardless of distance called. Calls are billed on one minute intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A monthly service charge of \$2.50 applies to this service for all monthly bills less than \$10.00. A 1.5% late charge is added to amounts not paid within 20 days of the billing date. The maximum charge allowed by state law will be assessed for checks returned for insufficient funds.

	<u>Day</u>		<u>Non-Day</u>	
	<u>Interstate</u>	<u>Intrastate</u>	<u>Interstate</u>	<u>Intrastate</u>
Per minute rate:	\$.175	\$.179	\$.099	\$.179

Issued: July 30, 2008

Effective: September 1, 2008

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SECTION 4 - RATES

4.3 PNG "Easy 800" Service.

"Easy 800" Service is offered to businesses. The service is offered at a flat rate per minute regardless of distance called. Calls are billed on full minute intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A monthly service charge of \$2.50 applies to this service for all monthly bills less than \$10.00. A 1.5% late charge is added to amounts not paid within 20 days of the billing date. The maximum charge allowed by state law will be assessed for checks returned for insufficient funds.

	<u>Interstate</u>	<u>Intrastate</u>
Per minute rate:	\$.139	\$.089

4.4 PNG "Personal 800" Service.

"Personal 800" Service is offered to residential customers. The service is offered at a flat rate per minute regardless of distance called. Calls are billed on full minute intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A minimum monthly charge of \$3.00 applies to this service. A 1.5% late charge is added to amounts not paid within 20 days of the billing date. The maximum charge allowed by state law will be assessed for checks returned for insufficient funds.

Monthly Recurring Charge	\$2.99	(N)
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	<u>Interstate</u>	<u>Intrastate</u>	
Per minute rate:	\$.149	\$.189	(I)

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**SECTION 4 - RATES**

**4.5 PNG "Easy Card" Travel Card Service**

PNG "Easy Card" Travel Card Service is offered to both business and residential customers. The service is offered at a flat rate per minute regardless of distance called. Calls are billed on full minute intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up. A monthly service charge of \$2.50 applies to this service for all monthly bills less than \$10.00. A 1.5% late charge is added to amounts not paid within 20 days of the billing date. The maximum charge allowed by state law will be assessed for checks returned for insufficient funds.

(1)

Per minute rate:                      \$ .179

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Issued: April 23, 2008  
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Effective: June 1, 2008

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