

**RESOLUTION NO. R 11-2003**

**A RESOLUTION OF THE GOVERNING BODY OF EAGLE MOUNTAIN CITY  
AMENDING THE EAGLE MOUNTAIN CITY  
TELECOMMUNICATIONS FEE SCHEDULE**

WHEREAS, the governing body of Eagle Mountain City is empowered pursuant to Utah Code to adopt a resolution establishing fees; and

WHEREAS, the governing body of Eagle Mountain City wishes to establish an equitable system of Fees to provide municipal telecommunication services available currently and for services not currently available which may be provided, in the sole discretion of the City, in the future; and

WHEREAS, the City Council finds that it is in the public interest to reaffirm all fees and charges previously enacted in the Eagle Mountain City Consolidated Fee Schedule – Telecommunications Section except for those fees and charges which are specifically amended or changed in this resolution; and

WHEREAS, the City Council reviewed a recommendation from the City Telecommunications Board to establish the Eagle Mountain City Telecommunications Fee Schedule; and

NOW, THEREFORE be it resolved by the City Council of Eagle Mountain City that the fees and charges set forth in this resolution are hereby enacted and adopted:

The following fees are hereby imposed as set forth herein:

**1. TELECOMMUNICATION LONG DISTANCE RATES FOR RESIDENTIAL AND BUSINESS CUSTOMERS**

- 1.1. Long Distance within the State of Utah.....\$0.07/minute
- 1.2. Long Distance outside Utah but within the United States .....\$0.07/minute
- 1.3. Long Distance International ..... refer to approved International Rate Schedule on file

**2. TELECOMMUNICATION RATES AND FEES FOR RESIDENTIAL CUSTOMERS**

**2.1. Basic Phone Service, each line**

- 2.1.1. Installation Fee .....\$20.00
- 2.1.2. Basic Residential Phone Service, monthly.....\$27.00
- 2.1.3. Non Terminating Line, monthly .....\$7.50
- 2.1.4. Non Terminating Line Set Up Fee .....\$10.00
- 2.1.5. Service Deposit ..... Amount equal to two months estimated charges

**2.2. Custom Calling Features**

- 2.2.1. New Feature Installation/Re-arrangement Fee (per incident), unless otherwise indicated .....\$5.00
- 2.2.2. Call Waiting .....\$3.25/month
- 2.2.3. Call Forwarding Features
  - 2.2.3.1. Call Forwarding .....\$3.25/month
  - 2.2.3.2. Call Forwarding-Busy Line .....\$3.25/month
  - 2.2.3.3. Call Forwarding-Don't Answer .....\$3.25/month
  - 2.2.3.4. Call Forwarding-Busy Line-Don't Answer .....\$1.21/month
- 2.2.4. Call Transfer .....\$5.50/month
- 2.2.5. Caller ID-Name and Number .....\$6.55/month
- 2.2.6. Custom Ringing
  - 2.2.6.1. First Number .....\$5.50/month
  - 2.2.6.2. Additional Numbers, each .....\$2.75/month
- 2.2.7. Speed Calling 8 .....\$2.15/month
- 2.2.8. Speed Calling 30 .....\$3.25/month
- 2.2.9. Three-Way Calling.....\$3.25/month
- 2.2.10. Voice Mail

|   |  |
|---|--|
| 2.2.10.1. Installation Fee.....   | \$7.50   |
| 2.2.10.2. Monthly Fee .....   | \$5.45   |
| 2.2.11. Last number redial*69 .....   | \$3.25/month   |
| 2.2.12. Teen line connection  |  |
| 2.2.12.1. Installation fee at time of new service connect .....             | \$10.00  |
| 2.2.12.2. Installation fee after initial connection.....                    | \$20.00  |
| 2.2.12.3. Monthly fee .....   | \$5.50/month   |
| <b>2.3. Feature Packages</b>  |  |
| 2.3.1. Value Package. ....  | \$7.80/month   |
| • Call Waiting  |  |
| • Three-Way Calling   |  |
| • Call Forwarding   |  |
| 2.3.2. Teen/Roommate Package.....   | \$7.00/month   |
| • Call Waiting  |  |
| • Three-Way Calling   |  |
| • Teen line   |  |
| 2.3.3. Home Office Package .....  | \$15.20/month  |
| • Caller ID – Name and Number   |  |
| • Call Forwarding – Variable  |  |
| • Three-Way Calling   |  |
| • Teen Line   |  |
| 2.3.4. Privacy Package .....  | \$8.00/month   |
| • Caller ID   |  |
| • Call Waiting  |  |
| • Call Waiting/Caller ID  |  |
| • SUPPR-blocks customer ID ( optional)                                      |  |
| <b>2.4. Miscellaneous Fees</b>  |  |
| 2.4.1. Change of Service  |  |
| 2.4.1.1. Business to residential.....                                       | cannot be done(Number change required)                   |
| 2.4.1.2. Residential to Business .....                                      | \$20.00/line   |
| 2.4.2. Multi-Family Connection Fee .....                                    | Estimated Cost of Connection plus 15% Administration Fee |
| 2.4.3. Phone Number Change Request, per number .....                        | \$15.00/line   |
| 2.4.4. Single Family Residential Connection Fee .....                       | \$200.00 per ERU   |
| 2.4.5. Restoration Service Charge   |  |
| 2.4.5.1. After Suspension of Service – Company Initiated, each time.....    | \$50.00  |
| 2.4.5.2. After Termination of Service – Customer Initiated, each time ..... | \$10.00  |
| <b>2.5. Digital Subscriber Line (DSL)</b>                                   |  |
| 2.5.1. Installation Fee .....   | \$250.00   |
| 2.5.2. Relocation of DSL Service within City.....                           | \$20.00  |
| 2.5.3. 256k - 256k up load/256k down load.....                              | \$29.95/month  |
| 2.5.4. 640k – 256k up load/640k down load .....                             | \$44.95/month  |
| 2.5.5. 1.5meg - 512k up load/1.5meg down load .....                         | \$99.95/month  |
| 2.5.6. Change speed   |  |
| 2.5.6.1. First time request within 30 days.....                             | no charge  |
| 2.5.6.2. Second time request within 30 days and thereafter.....             | \$20.00  |
| 2.5.7. Additional Computer Connection, each .....                           | \$5.00/month   |
| 2.5.8. Additional E-mail Account, per group of 3 accounts.....              | \$2.50/month   |
| 2.5.9. Static I.P. Addresses, each .....                                    | \$5.00/month   |
| 2.5.10. Virtual Domain Hosting  |  |
| 2.5.10.1. Installation fee.....   | \$15.00  |
| 2.5.10.2. Hosting fee .....   | \$1.00/month   |
| 2.5.11. Additional Phone Line Filters, each.....                            | \$5.00   |

**3. TELECOMMUNICATION RATES AND FEES FOR BUSINESS CUSTOMERS**

**3.1. Basic Phone Service, per line**

- 3.1.1. Installation Fee .....\$30.00
- 3.1.2. Basic Business Phone Service, monthly .....\$40.50
- 3.1.3. Service Deposit ..... Amount equal to two months estimated charges

**3.2. Custom Calling Features**

- 3.2.1. New Feature Installation/Re-arrangement Fee (per incident), unless otherwise indicated .....\$10.00
- 3.2.2. Call Waiting .....\$6.88/month
- 3.2.3. Call Forwarding Features
  - 3.2.3.1. Call Forwarding .....\$3.85/month
  - 3.2.3.2. Call Forwarding-Busy Line .....\$3.25/month
  - 3.2.3.3. Call Forwarding-Don't Answer .....\$3.25/month
  - 3.2.3.4. Call Forwarding-Busy Line-Don't Answer .....\$2.97/month
- 3.2.4. Call Transfer .....\$6.05/month
- 3.2.5. Caller ID-Name and Number .....\$8.25/month
- 3.2.6. Custom Ringing
  - 3.2.6.1. First Number .....\$5.50/month
  - 3.2.6.2. Additional Numbers, each .....\$2.75/month
- 3.2.7. Value Package .....\$12.80/month
  - Call Waiting
  - Three-Way Calling
  - Call Forwarding
- 3.2.8. Hunt Services
  - 3.2.8.1. Basic Hunt .....\$2.50/month
  - 3.2.8.2. Circular Hunt, per group .....\$3.00/month
- 3.2.9. Speed Calling 8 .....\$3.85/month
- 3.2.10. Speed Calling 30 .....\$4.95/month
- 3.2.11. Three-Way Calling .....\$4.95/month
- 3.2.12. Voice Mail .....\$12.10/month

**3.3. Miscellaneous Fees**

- 3.3.1. Listings, Directory Assistance and Operator Service
  - 3.3.1.1. Non-published Service .....\$1.95/month
    - 3.3.1.1.1. Installation Fee .....\$10.00
  - 3.3.1.2. Non-listed Service .....\$0.95/month
    - 3.3.1.2.1. Installation Fee .....\$10.00
  - 3.3.1.3. Operator Assisted Call .....\$1.50
  - 3.3.1.4. Directory Assistance Call .....\$0.65
- 3.3.2. Change of Service
  - 3.3.2.1. Business to Residential .....cannot be done (Number change required)
  - 3.3.2.2. Residential to Business .....\$20.00/per line
  - 3.3.2.3. Transfer phone number to a new address within City .....\$20.00
- 3.3.3. Commercial or Industrial Connection Fee .....
  - .....Estimated Cost of Connection plus 15% Administration Fee
- 3.3.4. Phone Number Change Request, per number .....\$10.00
- 3.3.5. Single Business Connection Fee .....\$200.00 per ERU
- 3.3.6. Restoration Service Charge
  - 3.3.6.1. After Suspension of Service – Company Initiated, each time .....\$50.00
  - 3.3.6.2. After Termination of Service – Customer Initiated, each time .....\$10.00
- 3.3.7. 1-800 Toll Free Number
  - 3.3.7.1. Installation Fee .....\$25.00
  - 3.3.7.2. Monthly Fee .....\$7.00
  - 3.3.7.3. Incoming Long Distance rates .....\$.07/minute

**3.4. Digital Subscriber Line (DSL)**

- 3.4.1. Installation Fee .....\$250.00
- 3.4.2. 256k - 256k up load/256k down load .....\$34.95/month
- 3.4.3. 640k – 256k up load/640k down load .....\$49.95/month

|           |   |               |
|-----------|---|---------------|
| 3.4.4.    | 1.5meg - 512k up load/1.5meg down load .....            | \$99.95/month |
| 3.4.5.    | Change speed  |               |
| 3.4.5.1.  | First time request within 30 days.....                  | no charge     |
| 3.4.5.2.  | Second time request within 30 days and thereafter.....  | \$30.00       |
| 3.4.6.    | Additional Computer Connection, each .....              | \$5.00/month  |
| 3.4.7.    | Additional E-mail Account, per group of 3 accounts..... | \$2.50/month  |
| 3.4.8.    | Static I.P. Addresses, each .....                       | \$5.00/month  |
| 3.4.9.    | Additional Phone Line Filters, each.....                | \$5.00        |
| 3.4.10.   | Virtual Domain Hosting                                  |               |
| 3.4.10.1. | Installation fee.....                                   | \$15.00       |
| 3.4.10.2. | Hosting fee .....                                       | \$1.00/month  |

**4. COLLECTION OF INFRASTRUCTURE DAMAGE COSTS**

- 4.1. Infrastructure damage will be assessed at full costs to repair, including all direct and indirect cost expended by the City. Additional penalties will be pursued as allowed by Utah law.
- 4.2. Costs will be levied against the contractor bond posted with the City if the damage is caused by a contractor.
- 4.3. Costs will be collected as a surcharge on the monthly telephone services billing if damage to City facilities is caused by a utility customer.

**5. PAYMENT OF CHARGES, REIMBURSEMENT FOR PROFESSIONAL FEES, AND COLLECTION, OF PAST DUE ACCOUNTS** *This section amends, enacts new provisions and restates and consolidates prior resolutions of the City Council of Eagle Mountain City and clarifies the requirements for collection of accounts, facilities, facility damage payments, past due accounts and remedies to collect past due accounts from development applicants, utility customers and others.*

- 5.1. Utility customer's accounts are due and payable within thirty (30) days of the date of the utility billing. Utility customers, who do not pay the full amount of the utility billing invoice within thirty (30) days, are in default and are subject to disconnection of utilities and collection of the delinquent amounts. This section describes the process for notice to utility customers of billing delinquency, terminating service, collection of reconnection fees, and provisions for deferred payments schedule contracts.
- 5.2. Each utility invoice not paid when due shall be considered delinquent and the delinquent utility customer shall be provided a delinquent account notice requiring payment in full within seven (7) days of the date of the notice of the full past due amount.
- 5.3. In the event payment in full is not received within the seven (7) day delinquent account notice period, a termination of service/shutoff notice will be issued stating the date service will be discontinued for nonpayment if delinquent payments are not received by the City. Utility customers are invited to contact City staff during the seven (7) day delinquent account notice period to arrange a deferred payment schedule, which may be approved by the City under the provisions of Section 5.5.
- 5.4. Services terminated for non-payment of delinquent accounts shall not be reinstated until payment of the delinquent account is received for all lines for which the customer is responsible or an acceptable deferred payment contract is approved by the City and the initial payment required under the deferred payment schedule is received by the City together with the reconnect fee of \$50 to reimburse the City for the professional services necessary to reinstate the utility service. Services will be resumed within 72 hours of payment.
- 5.5. A deferred payment schedule contract may be entered with a delinquent customer, provided that the deferred payment schedule does not extend for a period of more than 6 months, provides for a specific amount to be paid each month together with interest as provided in the paragraph below.

Utility customers who do not comply with the terms of an executed deferred payment schedule contract, are subject to termination of service after the City provides the delinquent account notice and the shutoff notices provided in sections above. Service terminated after default on a deferred payment contract form shall not be reinstated until the entire past due amount is paid in full and a deposit as collateral for all future service is received by the City in

an amount equal to three (3) times the average monthly billing for the service in consideration. Customer may only make one deferred payment plan a year.

- 5.6. All bills for utility service, invoices for reimbursable fees or other charges owned to the City of every kind and nature except for returned checks shall be charged a fee of ten dollars (\$10.00) or 1% of the unpaid balance whichever is greater.
  - 5.7. Each check or other instrument tendered to the City for payment of an obligation to the City and returned to the City as a dishonored instrument shall accrue the maximum penalty, services charges and other allowable fees for recovery of the amount due allowed by Utah law.
  - 5.8. DSL services are offered at a 30-day satisfaction guarantee to new customers. If a customer disconnects before the 30-day period, he/she is eligible for a full refund, less the prorated monthly usage.
  - 5.9. As a condition to connection to the system and prior to connection to telecommunications services, each new customer shall pay a security deposit equal to two months service for each telecommunications service line as a guarantee of payment for service. The deposit required by this section shall not be required for telecommunications service if the service customer or the guarantor of payment, has established and maintained a good credit history with the City for utility service payments. The security deposit required by this section may be refunded to the customer placing the deposit with the City after one year if all utility payments to the City have been received in full and on or before the due date for payment. Deposit refunds shall be made by a credit to the customer on the telecommunications service billing and shall not be paid in cash. For the purpose of this section the term "good credit history" means that all utility payments to the City have been received from the party responsible for payment and requesting service for a period of not less than one year prior to the date of the request for service for either a business line or residential service or the request for a security deposit refund. If a customer has service suspended for nonpayment and wishes to reconnect service, a deposit is required at 300%. Service will not be resumed until deposit (in the form of cash/money order, credit/debit card) has cleared bank. Upon termination of service, Eagle Mountain shall return the deposit, less any amounts due to Eagle Mountain.  
In the event collection of a delinquent customer account is stayed or discharged in bankruptcy, a deposit equal to the sum of two months of the average telecommunications utility billing to the customer shall be collected as a condition of continued service. The Deposit required by this subparagraph shall be paid in full to the City within 15 days after demand by the City to pay the required deposit.
  - 5.10. Customer requests for credit due to billing or other alleged errors will only be considered for a maximum of three months retroactively. Accounts will be audited and updated at random.
  - 5.11. If second or third line is disconnected or delinquent, the City will change the main billing number to the first line.
6. **OTHER FEES** It is not intended by this Resolution to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other resolutions, ordinances, or laws except to effect modification of the fees reflected above. The fees listed in the Consolidated Fee Schedule supersede present fees for services specified, but all fees not listed remain in effect. Where this Resolution imposes a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this resolution shall control.
7. **SERVICES NOT OFFERED** Certain services are listed in this Resolution, which are not currently offered by the City. The City is under no obligation to provide services listed in this Resolution unless the service is authorized and fully implemented by the Telecommunications Utility.
8. **INTERRUPTIONS**
- 8.1. For the purpose of applying this provision, the word interruption shall mean the inability to complete calls either incoming or outgoing or both. Interruption does not include and no credit allowance shall be given for service difficulties such as slow dial tone, busy circuits or other network and/or switching capacity shortages.
  - 8.2. The credit allowance will not apply where service is interrupted by the negligence or willful act of the customer or the failure of facilities provided by the customer, or where the company

- suspends or terminates services because of unlawful or improper use of the facilities or service, or any other reason covered by the Tariff.
- 8.3. No credit allowance shall be made for interruptions due to electric power failure where, the customer is responsible for providing electric power.
- 8.4. When service is interrupted for a period of at least 24 hours after notice by the customer to Eagle Mountain, a credit allowance equal to 1/30<sup>th</sup> of the monthly rate for all services and facilities furnished by Eagle Mountain rendered useless shall apply for each 24 hours, or major fraction thereof, during which the interruption continues after notice to Eagle Mountain. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities, which were rendered useless.
- 8.5. If service is interrupted due to negligence, whether intentional or unintentional, by a homeowner or developer, Eagle Mountain will issue a credit allowance to the affected customers (see 4 above). This credit allowance, plus any and all actual costs incurred will be billed to the homeowner/developer (see Consolidated Fee schedule 1.3) who was responsible for the line cut. The refund to customers will not be prorated until Eagle Mountain has received payment in full from the homeowner or developer.
9. **PAYMENT PLANS** Rates for service and facilities continue monthly and are payable as specified in fee schedule, with the following policies applying:
- 9.1. **Billing**
- 9.1.1. **Non-Sufficient Funds**
- 9.1.1.1. If a customer has had 2 NSF's (Non-Sufficient Funds), Eagle Mountain will only accept cash/money order from that customer for the next six months of billing. Customers may be required a deposit of 300%.
- 9.1.1.2. If a customer has arranged for a deferred payment plan and pays with NSF's, declined credit card, or is late on their payment schedule, the deferred payment plan is rendered VOID and the customer must pay the entire balance in full, along with any late fee penalties to continue service.
- 9.1.2. **Non-payment Notices**
- 9.1.2.1. If a customer has had two non-payment notices and wishes to pay for their phone service less than 72 hours prior to Eagle Mountain initiated shut off, the customer must pay with cash/money order or credit/debit card.
- 9.1.2.2. The phone service will be reconnected within 72 hours after payment has been received.
- 9.1.3. **Collections** will be pursued to the full extent of the law. A \$50 fee will be added to any account sent to Collections.
- 9.1.4. **Address or billing changes**
- 9.1.4.1. Customers must contact Eagle Mountain if their address or billing address changes. If the customer does not inform of address change and Eagle Mountain receives the information from the Post Office, the customer will be charged \$5 for cost and administrative fees.
- 9.1.5. **Discontinue Services**
- 9.1.5.1. Without incurring any liability, Eagle Mountain Telecomm may discontinue furnishing a service, feature or services to a customer with forty eight (48) hours prior written or verbal notices if any bill is past due and Eagle Mountain Telecom, in its sole discretion, finds that such action is necessary as a result of a Customer's payment history that evidences an unreasonable risk that customer will be unable to pay for the services provided when due.
- 9.1.5.2. Customer has the option to apply a larger deposit to cover optional services.
- 9.1.6. If a customer has been suspended for nonpayment two times within a one-year period, a deposit of 300% of average monthly phone bill will be required to return to service.
- 9.1.7. If a customer has been suspended and does not initiate disconnect after three months from suspension, customer will be charged \$20 for disconnection.
- 9.2. **Installment Billing**
- 9.2.1. Installment billing, except as otherwise provided herein, is provided at no extra charge to assist our customers in obtaining adequate and up-to-date telephone service.

9.2.2. Installment billing provides for billing one-time charges in monthly installments where a need for it is indicated. The monthly installments normally begin with the first bill rendered after completion of the arrangements between Eagle Mountain and the customer.

**10. SERVICE LIABILITIES** Each customer has exclusive control of communications over the facilities furnished them by Eagle Mountain, and of the other uses for which facilities may be furnished them by Eagle Mountain. Because of the unavailability of errors incident to the services and to the customers control and use of such facilities, the services and facilities furnished by Eagle Mountain are subject to the following terms, conditions and limitations.

**10.1. Limitations** No Liability shall attach to Eagle Mountain City ( the "City" or "Eagle Mountain") for damages arising from errors, mistakes, omissions, interruptions, or delays of the City, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the customers or users of the service or facilities) in the absence of gross negligence or willful misconduct.

**10.2. Transmission**

10.2.1. Eagle Mountain does not transmit messages but offers the use of its facilities when available, for communications between parties, each of whom is present at a telephone.

10.2.2. The customer indemnifies and saves Eagle Mountain harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of Eagle Mountain, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by Eagle Mountain.

**10.3. Connections With Other Telephone Companies** When the lines of other companies are used in establishing connection to points not reached by Eagle Mountain's lines, Eagle Mountain is not liable for any act or omission of the other company or companies and their agents, servants, or employees.

**10.4. Customer Premises**

10.4.1. Eagle Mountain shall not be liable for any defacement of, or damage to, customer's premises resulting from the existence of Eagle Mountain instruments, apparatus, or wiring, on such premises, or caused by the installation or removal, when such defacement or damage is not the result of the negligence of Eagle Mountain.

10.4.2. The customer is required to provide adequate building space, lighting and atmospheric control for the proper installation, operation and maintenance of the telephone equipment and facilities on customer's premises.

10.4.3. The customer is required to provide adequate commercial power, wiring and electrical outlets necessary for the proper operation of the telephone equipment.

**11. MAINTENANCE AND REPAIR**

**11.1. Eagle Mountain Responsibilities**

11.1.1. All ordinary expense of maintenance and repair in connection with service provided by Eagle Mountain is borne by Eagle Mountain unless otherwise specified.

**11.2. Trouble Isolation Charge**

11.2.1. A trouble isolation fee shall be charged and billed to residence and business customers for each repair or trouble isolation visit made to a premises to test the Eagle Mountain line, up to the demarcation point with the customer, when the line tests clear and the trouble is not found in Eagle Mountain facilities. A charge of \$20 per trouble ticket will be charged to the responsible party if a line is cut due to negligence. Trouble Isolation fees are listed under Network Premises Work Charges below.

**12. DIRECTORY ERRORS OR OMISSIONS**

12.1. Eagle Mountain liability arising from errors in or omissions of directory listings shall be limited to and satisfied by a refund not exceeding the amount of the charges for such of the customer's service as is affected during the period covered by the directory in which the error or omission occurs.

- 12.2. Eagle Mountain, in accepting listings as prescribed by applicants or customer, will not assume responsibility for the result of the publication of such listings in its directories, nor will Eagle Mountain be a party to controversies arising between customers or others as a result of such publication.

**13. HAZARDOUS OR INACCESSIBLE LOCATIONS**

- 13.1. In areas Eagle Mountain considers hazardous or inaccessible to its employees, the customer may be required to furnish, install and maintain the facilities or equipment.
- 13.2. Such installations must meet the International Building Code adopted by the City and the rules that apply to customer-provided equipment.
- 13.3. The services and facilities furnished by Eagle Mountain, in addition to the limitations set forth also are subject to the following limitations: Eagle Mountain shall not be liable for damage arising out of mistakes, omissions, interruptions, delay, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of Eagle Mountain, (a) caused by customer-provided equipment ) except where a contributing cause is the malfunctioning of a Eagle Mountain-provided connection arrangement), or (b) not prevented by customer-provided equipment but which would have been prevented had Eagle Mountain-provided equipment been used.

**14. LOST OR DAMAGED EQUIPMENT**

- 14.1. In case of damage to, or destruction of any of Eagle Mountain's instruments or accessories due to the negligence or willful act of the customer and not due to ordinary wear and tear, the customer will be held responsible for the cost of restoring the equipment to its original condition, or of replacing the equipment destroyed, plus actual costs and administrative costs at 200%.
- 14.2. The customer is required to reimburse Eagle Mountain for loss, through left, of equipment or apparatus furnished to him.
- 14.3. If payment is not received within the specified time for loss or damage, then collection policies listed in this fee schedule shall apply.

**15. USE OF TELEPHONE ALARM REPORTING DEVICES**

- 15.1. Devices that automatically dial a predetermined telephone number and transmit a prerecorded message may be used only after authorization has been obtained from the party to whom the called telephone number is assigned to a public emergency agency. Written authorization is required.

**16. OBSOLETE SERVICES**

- 16.1. Services and equipment referred to as obsolete by the City are no longer suitable to meet the current needs of the general public. They will not be furnished as a new entire item of service to any customer or applicant.

**17. MONTHLY SERVICES**

- 17.1. Certain items of service may be furnished where they are required to fully utilize the installed common equipment capacities of existing systems. At the discretion of Eagle Mountain, such items presently being furnished to existing customers may be continued in service on the same premises for the same customer for a limited period of time subject to the ability of Eagle Mountain to maintain the items without unreasonable expense and to obtain repair parts from existing or recovered stock.

**18. NONRECURRING CHARGES, TERMS AND CONDITIONS**

- 18.1. Unless otherwise specified, nonrecurring charges apply whether or not the facilities are in place. Facilities are considered as being in place when no change is made at the customer's request in the type or location of facilities.
- 18.2. Nonrecurring charges do not apply to:
  - Move or change a customer's telephone service or equipment if required or initiated by Eagle Mountain.



**20. NON-TERMINATING TELEPHONE NUMBERS** For business customers in certain areas the following conditions, rates and charges apply.

**20.1. Description**

20.1.1. When a customer activates a non-terminating telephone number on the customers' service, all incoming calls are automatically routed to another customer-selected telephone number in the same exchange area or a distant exchange (toll).

**20.2. Terms and Conditions**

20.2.1. Non-terminating telephone numbers are furnished only in electronic switching system (ESS) CO areas where adequate and suitable facilities are available. COs will be equipped for non-terminating telephone numbers at the discretion of the company.

20.2.2. Non-terminating telephone numbers are provided on the condition that the customer subscribe to sufficient features and facilities to adequately handle calls to the non-terminating telephone numbers without interfering with or impairing any services offered by Eagle Mountain. If, in the opinion of Eagle Mountain, additional non-terminating telephone numbers features at the call forwarding location or facilities at the terminating telephone are needed, the customer will be required to subscribe for such additional non-terminating telephone number features and facilities.

20.2.3. The service is not offered:

- Where the terminating telephone is a pay telephone.
- With call forwarding as a feature at the non-terminating telephone number location.
- For call forwarding to another exchange within the local calling area of Eagle Mountain, that has a different local calling area.

20.2.4. Eagle Mountain cannot:

- Provide the customer with the telephone number of the originating call.
- Guarantee transmission on any forwarded call because of the distance and routing necessary to complete the connection.

20.2.5. Eagle Mountain provides one free listing in the White and Yellow Page directories covering the exchange in which the non-terminating line is located; however, at the customer's request, the listing may be omitted at no charge. Additional listings may be provided at rates and charges for business additional listings.

20.2.6. Directory assistance charges, or allowances, are not applicable to non-terminating telephone numbers since this is an inward only calling arrangement.

20.2.7. Combined billing will not be allowed on combinations of non-terminating telephone numbers and terminating telephone numbers.

20.2.8. The message charges applicable to remotely forwarded calls shall be comprised of two separate charges: (a) a charge for that portion of the call from the calling telephone to the called number, and (b) a charge for that portion of the call from the called telephone to the remotely call forwarded terminating telephone. The respective charge for each such portion shall be as follows:

20.2.8.1. Between the calling telephone and the calling non-terminating telephone number.

The calling party is responsible for the payment of these charges with the exception of those calls which are placed collect and accepted by the non-terminating telephone number customer.

20.2.8.2. From the called number (non-terminating telephone number) location to the terminating telephone. The applicable charges for this portion of the remotely forwarded call shall be the business additional local message charge or the applicable local message unit charges, if appropriate. These charges apply to all calls answered at the terminating telephone, including person-to-person and collect calls, even though such calls might not be accepted at the answering location. The non-terminating telephone number customer is responsible for the payment of these charges.

20.2.9. Except as specifically provided herein, a non-terminating telephone number is subject to the terms and conditions, rates and charges applicable to other types of customer service.

- Install, move or change telephone equipment located on a customer's premises but used exclusively by Eagle Mountain for maintenance or training activities.
  - The "from" portion of work involved in transfer of service and equipment from one premise to another.
- 18.3. Nonrecurring charges apply to: Change of billing name responsibility subsequent to the initial installation of service and is in addition to directory listing charges, if applicable. This charge will also apply to establish toll only accounts. See Fee Schedule for directory listing charge application.
- 18.4. The nonrecurring charges, where applicable, are specified in each section.

**19. NETWORK PREMISES WORK CHARGES**

**19.1. Description** Network Premises Work Charges are charges billed to the customer for work performed by an Eagle Mountain employee or representative for work done on the Eagle Mountain side of the network interface under the following terms and conditions.

**19.2. Terms and Conditions**

- 19.2.1. Network Premises Work Charges will apply to move, change, or modify the access line for access line termination on the customer's premises when requested by the customer.
- 19.2.2. Network Premises Work Charges do not apply to the following work:
- To move or change a customer's telephone service if required or initiated by Eagle Mountain.
  - To install, move, or change telephone service located on a customer's premises but used exclusively by Eagle Mountain for maintenance or training activities.
  - Disconnection of access line services providing no other work subject to Network Premises Work Charges are involved.
  - Repair service except as stated otherwise.
- 19.2.3. Network Premises Work Charges apply for a visit to the customer's premises which is required because of a move to network facilities by the customer in violation of the regulations.
- 19.2.4. Premises work required establishing or reestablishing network access to the premises is not subject to Network Premises Work Charges.
- 19.2.5. Only one initial Network Premises Work Charges applies when:
- For Eagle Mountain reasons, more than one Eagle Mountain technician is involved in performing billable premises work on the same service order.
  - Additional Network Premises Work Charges will be calculated by totaling the remaining billable work time performed by all technicians.

**19.3. Schedules of Charges**

- 19.3.1. **Schedule I** Applicable to work performed during regularly scheduled work hours (8am-4:30pm Monday to Friday).
- First 30 minute increment or fraction thereof .....\$60
  - Each additional 15 minute Increment or fraction thereof .....\$30
- 19.3.2. **Schedule II** Applicable to work performed at Hours other than Schedule I, (4:30pm to 8am Monday to Friday and all day Saturday and Sunday).
- First 30 minute increment or fraction thereof .....\$63
  - Each additional 15 minute increment or fraction thereof.....\$30
- 19.3.3. **Schedule III** Applicable to work performed on the following holidays: New Year's Day, Human Rights Day, Presidents Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Columbus Day, Thanksgiving, Day after Thanksgiving, Christmas Day
- First 15 minute increment or fraction thereof .....\$74
  - Each additional 15 minute Increment or fraction thereof .....\$30

**19.4. Flat Individual Service**

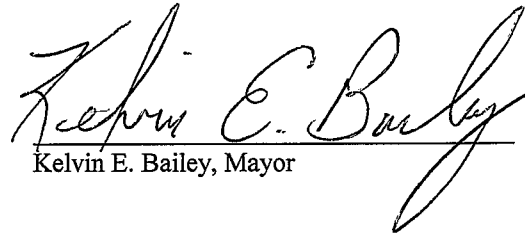
- 19.4.1. This service entitles customers to an unlimited number of calls within the local calling area. As identified with in the Local Interconnection Agreement.
- 19.4.2. See consolidated fee schedule section for associated rates and charges.

**20.3. Rates**

20.3.1. The appropriate nonrecurring charge specified in this section will apply for the installation of non-terminating telephone numbers. Subsequent to the initial establishment of non-terminating telephone numbers, the appropriate nonrecurring charge will also apply to add or change one or more of the non-terminating telephone numbers, to change a call forwarding telephone number and to restore service for Eagle Mountain initiated termination of service.

20.3.2. The rates and charges are located in the Consolidated Fee Schedule.

ADOPTED by the City Council of Eagle Mountain City this 5<sup>th</sup> day of   AUGUST  , 2003.

  
Kelvin E. Bailey, Mayor

ATTEST:

  
Janet B. Valentine, CMC  
City Recorder

