

**Telecommunications**



**Franchise**

**MOAPA VALLEY TELEPHONE  
COMPANY, INC.**

**MARCH 19, 2013 –  
MARCH 19, 2023**

***DEPARTMENT OF BUSINESS LICENSE  
FRANCHISE SERVICES DIVISION  
500 S. GRAND CENTRAL PARKWAY, 3<sup>RD</sup> FLOOR  
LAS VEGAS, NEVADA 89155***

**CLARK COUNTY BOARD OF COMMISSIONERS  
STEVE SISOLAK, Chairman • LARRY BROWN, Vice Chair  
SUSAN BRAGER • TOM COLLINS • CHRIS GIUNCHIGLIANI • MARY BETH SCOW • LAWRENCE WEEKLY**

**COUNTY MANAGER  
DONALD G. BURNETTE**

**CLARK COUNTY, NEVADA**  
**TELECOMMUNICATIONS UTILITY SYSTEM**  
**FRANCHISE AGREEMENT**  
**GRANTED TO**  
**MOAPA VALLEY TELEPHONE COMPANY, INC.**

**THIS FRANCHISE** is granted this 19<sup>th</sup> day of March, 2013, by Clark County, Nevada, a political subdivision of the State of Nevada, acting by and through its Board of County Commissioners which is its governing body (hereinafter called "County"), to Moapa Valley Telephone Company, Inc. (hereinafter called "Franchisee"), authorized by the Public Utilities Commission of Nevada to do business in the State of Nevada.

**WITNESSETH:**

**WHEREAS**, the Franchisee, a corporation organized and existing under and by virtue of the laws of the State of Nevada, and duly qualified to transact business within the State of Nevada, is engaged in the business of operating a telecommunications utility system to provide subscription service, as defined by Clark County Code; and

**WHEREAS**, Moapa Valley Telephone Company, Inc. was granted a Franchise with the County on March 21, 2000, to install, maintain and operate facilities within the County and Franchisee desires a new Franchise Agreement with the County; and

**WHEREAS**, the County is authorized, pursuant to Nevada Revised Statutes Chapter 709, to grant a franchise to install, maintain and operate facilities, as defined by Clark County Code, which requires the use of County's rights-of-way; and

**WHEREAS**, the Franchisee hereby attests that the information submitted in Franchisee's applications to the County to obtain the Telecommunications Utility System Franchise, attached hereto as Exhibit A and made a part hereof, is true and correct.

**NOW, THEREFORE**, in consideration of the premises and of the performance by the Franchisee of the requirements hereinafter set forth, and subject to the following terms and conditions, the County hereby grants to the Franchisee this Telecommunications Utility System Franchise.

**TERMS AND CONDITIONS:**

**1. DEFINITIONS**

Definitions of terms in this Franchise Agreement shall be the same as those definitions listed in Clark County Code Chapters 5.01 and 6.13, as amended from time to time.

2. ***FRANCHISE AGREEMENT DURATION, CONDITIONS, EXTENSION***

- (A) This Franchise shall be non-exclusive and shall be in force and effect from the date first written above until the 19<sup>th</sup> day of March, 2023. The Franchisee may request an extension of this Franchise Agreement, pursuant to Chapter 5.01 of the Clark County Code, as amended from time to time. Failure to extend this Franchise Agreement shall automatically terminate this Franchise Agreement on its expiration date.
- (B) The Franchisee shall be subject to all applicable requirements of County ordinances, rules, regulations and specifications hereafter enacted or established in so far as such ordinances are not in violation of any State or Federal regulation. The Franchise shall at all times comply with applicable Federal, State and local laws, rules and regulations concerning the provision of Telecommunications Services, including all applicable Federal Communications Commission and Nevada Public Utility Commission rules, regulations and orders that apply to the Franchisee. In the event of any conflict between the provisions in Titles 5, 6 or 30 of Clark County Code, as amended from time to time, and any provisions of this Franchise Agreement, the Code provision shall control.
- (C) Except as otherwise provided by applicable law: (1) Franchisee shall not permit use by other persons of its facilities located in County rights-of-way, including but not limited to the use by other persons who are required to obtain a business license, Franchise or Rights-of-Way License Agreement from the County for such use, unless and until the other persons obtain such licenses or franchise; and (2) unless required by law, the Franchisee shall not permit another person, other than an affiliate of the Franchisee that is providing video service and has obtained a Certificate of Authority from the Nevada Secretary of State, to install its own facilities in, on, under, along or above the Franchisee's facilities.
- (D) Franchisee is hereby granted, during the term of this Franchise Agreement, a Franchise to install, operate and maintain its facilities in rights-of-way in unincorporated Clark County, pursuant to Clark County Code Titles 5, 6 and 30. Franchisee shall provide or make available to the County, upon request, the location of the facilities Franchisee has currently installed in the County rights-of-way.
- (E) Franchisee may expand this Franchise Agreement to install, maintain and operate its facilities in the County's rights-of-way beyond the original geographic area identified in this Agreement only by obtaining approval of an amended Franchise Agreement from the County. The County Commission may grant, with or without conditions, or deny such amendment in its sole discretion. In the event that an amendment of this Franchise Agreement is approved by the County Commission, such amendment shall be subject to all the terms and conditions of this Franchise

Agreement and the terms and conditions of any amended agreement, and Titles 5, 6 and 30 of the Clark County Code, as amended from time to time.

- (F) This Franchise Agreement does not grant the Franchisee or any affiliate permission to offer subscription Video Service in the County. In order to provide Video Service to customers within the unincorporated areas of Clark County the Franchisee or any affiliate, if applicable, must apply for and be granted a Certificate of Authority by the Nevada Secretary of State to provide video service and construct a video service network within Clark County as provided for in Chapter 711 of the Nevada Revised Statutes and apply for and obtain the appropriate business license from Clark County.
- (G) The Franchisee acknowledges that this Franchise is for installation of facilities in County rights-of-way only, and that installation in, on, under, along or above County property may be permitted only through separate agreement and payment of rental fees.
- (H) The Franchisee shall be responsible for the maintenance and upkeep of any of the Franchisee's above-surface facilities located immediately adjacent to the rights-of-way granted by this Agreement. The Franchisee agrees to provide to the Department of Business License a response as to the resolution of any complaints regarding any maintenance or upkeep issues that have been received and submitted by the Department to the Franchisee.

**3. *FRANCHISEE'S WORK IN COUNTY RIGHTS-OF-WAY***

The Franchisee shall, in the installation, construction, operation, maintenance, reconstruction, removal, relocation or abandonment of its facilities in the County's rights-of-way, comply with all applicable provisions of Clark County Code Titles 5 and 6, and the improvement standards adopted in Title 30, as set forth and hereafter amended, and the "Uniform Standard Specifications for Off-Site Construction, Clark County Area" (latest edition) as adopted by the County Commission.

**4. *FRANCHISE PAYMENTS AND FEES***

The Franchisee shall pay all payments and fees assessed in accordance with its County business licenses(s) pursuant to Clark County Code Title 6, as amended from time to time.

**5. FRANCHISE REPORTING**

Each year during the term of the Franchise Agreement, the Franchisee shall submit a written report to the County Manager as required by Clark County Code Section 5.01.110.

**6. REVOCATION AND PENALTIES**

- (A) After providing notice and an opportunity for the Franchisee to be heard and a reasonable opportunity to cure, the County Commission may impose fines or penalties in an amount deemed appropriate by the County Commission, but not exceeding the amount of security deposit established in Section 9 of this Agreement, upon the Franchisee if the County Commission finds that the Franchisee has failed to comply with the applicable provisions of Clark County Code Titles 5, 6 or 30. Any such fines or penalties shall be due within thirty (30) days of written notification by the County, made payable to the County Treasurer, and delivered to the County's Director of Business License at the County's address indicated in Section 13 of this Franchise Agreement. A late charge of five percent (5%) of the fine or penalty imposed shall be assessed if the fine or penalty is not paid within thirty (30) days of the written notification.

If a fine or penalty which has been imposed by the County Commission is not paid within thirty (30) days from the date of written notification, Franchisee hereby grants County authorization to deduct the amount of the fine or penalty plus late charges, if any, from the security deposit provided for such purposes, pursuant to Section 9 of this Franchise Agreement and the applicable sections of Clark County Code Titles 5 and 6. If at any time the Director of Business License has drawn upon such security deposit, the Franchisee shall within thirty (30) days of notification from the Director of Business License replenish such security deposit to the original minimum amount established in section 9 of this Franchise Agreement.

- (B) In addition to the grounds for revocation set forth in the applicable sections of Clark County Code titles 5 and 6, this Franchise Agreement may be revoked if, after providing notice and an opportunity for the Franchisee to be heard, and a reasonable opportunity to cure, the County Commission finds that the Franchisee failed to make payment of fines or penalties due under this Franchise Agreement or to comply with the provisions of this Franchise Agreement.

**7. TRANSFER AND ASSIGNMENTS**

The terms and conditions for transfer and assignment of franchises pursuant to the applicable sections of Clark County Code Chapter 5.01, as amended from time to time, shall apply to this Franchise Agreement.

**8. INDEMNIFICATION**

The Franchisee shall indemnify, save harmless, and defend the County, its officers and employees in accordance with the indemnification provisions of the applicable sections of Clark County Code Chapter 5.01.

**9. INSURANCE AND SECURITY FOR PERFORMANCE**

(A) The Franchisee shall secure, maintain and provide certification of all insurance coverages in the amounts, kinds and form required pursuant to the applicable sections of Clark County Code Chapter 5.01 prior to commencement of any work in the County's rights-of-way.

(B) The Franchisee shall provide to the Director of Business License security for performance pursuant to the applicable sections of Clark County Code Chapter 5.01 in the amount of twenty-five thousand dollars (\$25,000). Franchisee hereby grants the County authorization to deduct assessed fines or penalties and late charges, if any, pursuant to Section 6 of this Agreement and the applicable sections of Clark County Code Chapter 5.01, from such security deposit.

**10. RIGHTS RESERVED TO COUNTY**

The County does hereby expressly reserve its rights, powers and authorities pursuant to the applicable sections of Clark County Code Title 5, as may be amended. The County expressly reserves the right to amend this Franchise Agreement by amendment to the Clark County Code to the maximum extent permitted by law.

**11. AMENDMENTS**

This Franchise Agreement may only be amended by written agreement between the Parties, subject to the approval of the County Commission, except as otherwise provided in Section 10 above.

**12. SEVERABILITY**

If any provision, section, paragraph, sentence, clause or phrase of this Franchise Agreement is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the remaining portions of this Franchise Agreement. It is the intent of the Franchisee in requesting this Franchise Agreement and of the County Commission in approving this Franchise Agreement that no portion or provision thereof shall become inoperative or fail by reason of any invalidity or unconstitutionality of any portion of provision, and to this end all provisions of the Franchise Agreement are declared to be severable.

**13. GIFTS**

No officer or employee of Franchisee shall offer to any officer or employee of the County, either directly or indirectly, any rebate, contribution, gift, money, service without charge, or other thing of value whatsoever, except where given for the use and benefit of the County or political campaign contributions that comply with applicable federal, state and local laws.

**14. NOTICE**

All notices shall be sent to the County or Franchisee at the addresses indicated below. The Franchisee shall notify the County's Director of Business License of any change of address with ten (10) working days of such occurrence. Failure to provide notification, and any resulting delay in receipt of notice, shall not excuse the Franchisee from any obligation imposed by the Franchise Agreement, nor shall it serve as cause for reduction or removal of any restriction, fine or penalty imposed by the County.

COUNTY:  
Director of Business License  
Clark County  
500 S. Grand Central Pkwy., 3<sup>rd</sup> Floor  
PO Box 551810  
Las Vegas, NV 89155-1810

FRANCHISEE:  
  
Moapa Valley Telephone Company  
PO Box 365  
Overton, NV 89040-0365

**15. PUBLIC PURPOSE**

All of the regulations provided in this Franchise Agreement are hereby declared to be for a public purpose and the health, safety and welfare of the general public. Any member of the governing body of County official or employee charged with the enforcement of this Franchise Agreement, acting for the County in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties. Neither the County nor the Franchisee by accepting this Franchise Agreement waives its rights to seek all appropriate legal and equitable remedies as allowed by law upon violation of the terms of this Franchise Agreement, including seeking injunctive relief in a court of competent jurisdiction.

**16. RELOCATION OF FACILITIES**

- (A) REMOVAL AND RELOCATION. Franchisee will be responsible for the cost of removal or relocation of its Facilities in Rights-of-Way in accordance with applicable provisions of Chapter 5.01 and Title 30 of the Clark County Code.
- (B) PRIOR RIGHTS; COST FOR RELOCATION. Notwithstanding any other provision of this Franchise Agreement to the contrary, if the County requires the Franchisee to relocate any of its Facilities located in the Rights-of-Way in which the Franchisee has demonstrated in accordance with this Subsection B that it had a valid Easement prior to the time such location was dedicated to or otherwise received or acquired by the County, the County shall be responsible for Franchisee's actual costs of relocating such Facilities pursuant to this Subsection B, including the cost of obtaining a new equivalent Easement for the Franchisee if the County determines that no space is available in the Rights-of-Way for the Franchisee's Facilities. The County will not be responsible for the relocation costs if the Facilities were not installed in conformance with the applicable statutes, ordinances and codes in effect at the time of the Facilities' original construction. All other provisions of this Section shall apply to the Franchisee's work in performing the relocation of any Facilities covered by this Section.

In instances where no Public Improvements or Facilities have been installed as of the Effective Date of this Franchise Agreement and a patent exists for roadway and utility purposes and is not patented or reserved specifically in the name of the County or Franchisee, the party to this Franchise Agreement which is first to install a Public Improvement or Facility in such patent will be considered to have the prior right so long as in the case of the Franchisee the Facility was in place in accordance with applicable statutes, ordinances and codes in effect at the time of the Facilities' installation.

In instances where Public Improvements or Facilities have been installed prior to the Effective Date of this Franchise Agreement in a patent not reserved specifically in the name of the County or Franchisee, prior rights will be determined pursuant to the terms and conditions of the franchise agreement in effect at the time of installation of said Public Improvement or Facilities.

A claim from Franchisee for reimbursement for relocation of Facilities under a prior right must include a copy of the Easement instrument/document. If no such easement instrument/document can be produced, the claim must include a statement clarifying the prior land right, and must be signed by an officer, director or manager of the Franchisee who avers that the information set forth in the claim is accurate and complete. The claim must be accurate and include supporting proof that a prior land right exists for the Franchisee's Facilities. If the Franchisee fails to provide the County with sufficient proof of a prior right, the Franchisee will be responsible for the actual costs of the relocation.



In instances where the Franchisee has demonstrated a prior right in accordance with this Subsection B and the County requires the Franchisee to relocate its Facilities outside of its original prior right location, the County will recognize the Franchisee's prior right in the new location by issuance of an instrument/document recognizing the prior right.

**17. APPLICABLE LAW**

This Franchise Agreement is governed by and construed and enforced in accordance with the laws of the State of Nevada, and the Federal Communications Act of 1934, as amended by the Telecommunications Act of 1996 or subsequent amendments.

**IN WITNESS WHEREOF** the parties hereto have set their hands the day and year first above written.

**CLARK COUNTY BOARD OF COMMISSIONERS**

By

  
\_\_\_\_\_  
STEVE SISOLAK, Chairman


ATTEST:

  
\_\_\_\_\_  
DIANA ALBA, County Clerk

APPROVED AS TO FORM:  
DISTRICT ATTORNEY

  
\_\_\_\_\_  
By: MARK E. WOOD, Deputy District Attorney

MOAPA VALLEY TELEPHONE COMPANY

By:   
\_\_\_\_\_  
NAME: JOHN W. LYON  
TITLE: President

# EXHIBIT A



## CLARK COUNTY, NEVADA – DEPARTMENT OF BUSINESS LICENSE

### FRANCHISE APPLICATION – TELECOMMUNICATION SERVICE

Business Entity Name: Moapa Valley Telephone Company D/B/A (if any): \_\_\_\_\_

Business Entity in Nevada:  Corporation  Limited Liability Company  Partnership  Other \_\_\_\_\_

Location Address: 183 S. Andersen St. City: Overton State: NV Zip: 89040

Mailing Address: PO Box 365 City: Overton State: NV Zip: 89040

Contact Name: John W. Lyon Title: President Phone: 702-397-2601

Clark County Business License:  Lic. # 1032881-486  Or Applied For on Date: \_\_\_\_\_

PUC Nevada Certificate: Certificate No.: CPC# 473

Length of term desired (not to exceed 10 years) 10 Years

Has the applicant ever been denied a franchise or had a franchise suspended or revoked for any reason?  No  Yes  
"Yes", attach a detailed description of the suspension, revocation and or denial.)

List all third parties that the applicant is aware of at the time of application that will be using the applicant's facilities in the County's rights-of-way.  None.  List is attached.

*Please attach the following:*

- Order and Certificate issued by the Public Utilities Commission of Nevada
- Disclosure of Ownership Form
- Map of the Service Area desired
- Map of proposed initial route (Initial Franchise Application Only)

**Clark County Department of Business License**  
**500 S. Grand Central Pky, 3<sup>rd</sup> Floor**  
**Box 551810**  
**Las Vegas, NV 89155-1810**  
**(702) 455-6588 or (702) 455-6186**



183 S Andersen, P.O. Box 365 • Overton, Nevada 89040-0365 • (702) 397-2601

# MOAPA VALLEY

telephone

December 17, 2012

Clark County Administrative Services  
Franchise Services Division  
500 S. Grand Central Parkway, 6<sup>th</sup> Floor  
Las Vegas, NV 89155-1712

RE: Clark County Telecommunications Franchise Renewal (Previous License 1032881-480)

- A. Moapa Valley Telephone Company (The Applicant) is licensed (1032881-486) by the Clark County Business License Department to provide telecommunication service in Clark County. Moapa Valley Telephone Company has a Certification of Public Convenience (CPC #473) granted by the Public Utilities Commission of Nevada (PUCN) on November 2, 1931 to provide service in Moapa Valley.
- B. The Applicant has no agreements or understanding with respect to The Applicant acting as an agent or representative of another person regarding the use of rights-of-way.
- C. The Applicant is incorporated in the State of Nevada. The following is a list of the current officers and directors: John W. Lyon, President; Monique M. Lyon, Secretary; Bradley C. Lyon, Treasurer; Calvert B. Lyon, Director; Linda M. Lyon, Director; Aaron M. Lyon, Director.
- D. None of the persons listed in B & C above has had a franchise or rights-of-way license declined, suspended or revoked.
- E. No persons at this time will be using the applicant's facilities in rights-of-way to provide subscription service.
- F. John W. Lyon, President makes this application on behalf of The Applicant, Moapa Valley Telephone Company.

The franchise or rights-of-way license is to be exercised in the unincorporated towns of Moapa Valley, Glendale, and Moapa. The Applicant attaches a map showing the PUCN certificated service area.

The applicant respectfully requests the security for performance bond be set by the Clark County Board of Commissioners at Twenty-Five Thousand Dollars (\$25,000). The Applicant serves approximately 4,000 customers in a sparsely populated area of Clark County. The annual number of encroachment permit requests has been less than 10 for any given year and is expected to remain the same.

Sincerely,

John W. Lyon  
President

Attachments:

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type</b>					
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<b>Business Designation Group</b>					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise		
<b>Corporate/Business Entity Name:</b>		Moapa Valley Telephone Company			
(Include d.b.a., if applicable)					
<b>Street Address:</b>		PO Box 365, 183 S. Andersen St.		<b>Website:</b> <a href="http://www.mvds1.com">www.mvds1.com</a>	
<b>City, State and Zip Code:</b>		Overton NV 89040-0365		<b>POC Name and Email:</b> <a href="mailto:John.Lyon@mvtel.com">John Lyon, john@mvtel.com</a>	
<b>Telephone No:</b>		702-397-2601		<b>Fax No:</b> 702-397-3232	
<b>Local Street Address:</b>				<b>Website:</b>	
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>	
<b>Local Telephone No:</b>				<b>Local POC Name Email:</b>	
<b>Number of Clark County Nevada Residents Employed: 13</b>					

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).


Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
<u>John W. Lyon</u>	<u>President</u>	<u>43.02%</u>
<u>Calvert B. Lyon</u>	<u>Director</u>	<u>34.32%</u>
<u>Donna K. Lyon</u>	<u>Shareholder</u>	<u>5.45%</u>

*This section is not required for publicly-traded corporations.*

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes     No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes     No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

 Signature <u>President</u>	<u>John W. Lyon</u> Print Name <u>12-11-2012</u> Date
Title	Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

\* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

**For County Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

- Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes  No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

BEFORE THE PUBLIC SERVICE COMMISSION OF NEVADA

ORDER  
and  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

MOAPA VALLEY TELEPHONE COMPANY

CPC 473, Sub 1  
Docket No. 92-6066

The Public Service Commission of Nevada finds that Moapa Valley Telephone Company has met all the requirements of the Commission's Order dated November 19, 1992.


IT IS ORDERED That Moapa Valley Telephone Company is hereby granted this Certificate of Public Convenience and Necessity for authority to modify its certificated service area as shown on Exhibit "A", attached hereto, subject to all applicable provisions of the Nevada Revised Statutes, all applicable rules, regulations and orders of the Commission, and such terms, conditions and limitations as are now or may hereafter be attached to the exercise of the privileges granted to the utility.

IT IS FURTHER ORDERED That as a condition of this Certificate, Moapa Valley Telephone Company shall render reasonably continuous and adequate service to the public within its service area and in pursuance of the authority granted, that nothing contained herein shall be construed to create a franchise or to constitute the grant of an irrevocable Certificate, and that failure to comply with all applicable provisions of the Nevada Revised Statutes, all applicable rules, regulations and orders of the Commission, and any applicable terms, conditions and limitations attached to the granted privileges shall comprise sufficient grounds for the suspension or revocation of this Certificate.


IT IS FURTHER ORDERED That this Certificate shall not be sold or transferred without the Commission's prior approval.

IT IS FURTHER ORDERED That the Commission retains jurisdiction for the purpose of correcting any errors which may have occurred in the drafting or issuance of this Certificate and Order.

By the Commission,

  
MICHAEL A. PITLOCK, Commissioner

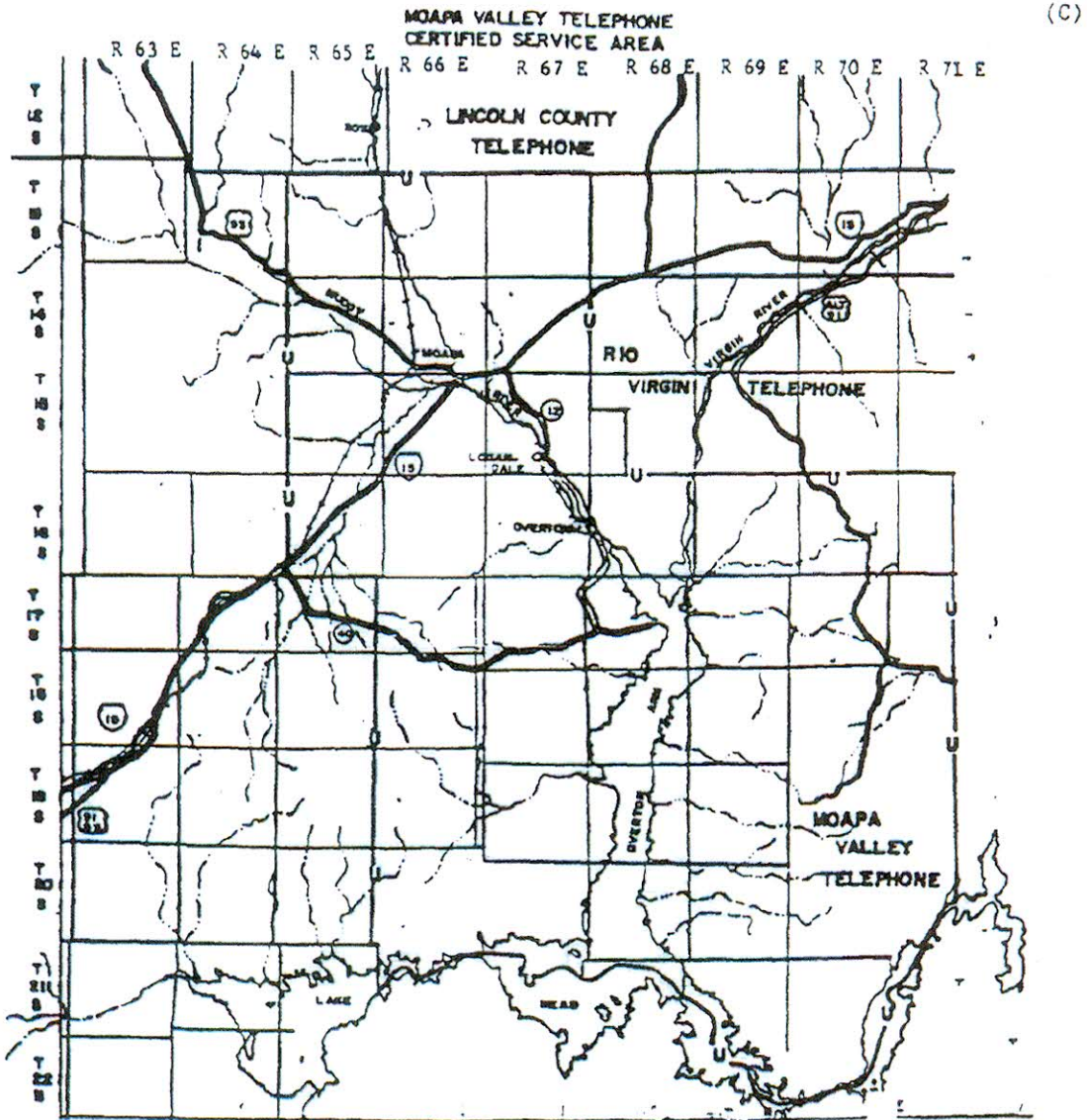
Attest:

  
WILLIAM H. VANCE, Secretary

Dated: Carson City, Nevada

12/9/92

### GENERAL CUSTOMER SERVICES TARIFF



Issued: May 22, 1992

Issued by:

Effective:

Calvert B. Lyon  
President

Advice No. 21

FILING ACCEPTED  
EFFECTIVE

NOV 9 1992

PUBLIC SERVICE COMMISSION  
OF NEVADA

### GENERAL CUSTOMER SERVICES TARIFF

MOAPA VALLEY TELEPHONE COMPANY CERTIFIED SERVICE AREA

ENTIRE MOAPA VALLEY TELEPHONE COMPANY SERVING AREA

Certified Area Description

(R) indicates Range (T) indicates Township

R.65E. (C)

- T.13S. Sections 1 through 36
- T.14S. Sections 1 through 36
- T.15S. Sections 1 through 36
- T.16S. Sections 1 through 36

R.66E. (C)

- T.13S. Sections 1 through 36
- T.14S. Sections 1 through 36
- T.15S. Sections 1 through 36
- T.16S. Sections 1 through 36
- T.17S. Sections 1 through 36
- T.18S. Sections 1 through 36
- T.19S. Sections 1 through 36
- T.20S. Sections 1 through 36
- T.21S. Those Sections lying within Clark County

R.67E. (C)

- T.13S. Sections 1 through 36
- T.14S. Sections 1 through 36
- T.15S. Sections 1 through 36
- T.16S. Sections 1 through 36
- T.17S. Sections 1 through 36
- T.18S. Sections 1 through 36
- T.19S. Sections 1 through 36
- T.20S. Sections 1 through 36

(continued)

<p>Issued: May 22, 1992</p> <p>Effective:</p> <p>Advice No. <u>21</u></p>	<p>Issued by:</p> <p>Calvert B. Lyon</p>	<p>FILING ACCEPTED EFFECTIVE</p> <p>NOV 9 1992</p> <p>PUBLIC SERVICE COMMISSION OF NEVADA</p>
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### GENERAL CUSTOMER SERVICES TARIFF

MOAPA VALLEY TELEPHONE COMPANY CERTIFIED SERVICE AREA

ENTIRE MOAPA VALLEY TELEPHONE COMPANY SERVING AREA -continued

Certified Area Description-continued

R.68E. (C)

- T.15S. Sections 19,20,29,30,31,32
- T.16S. Sections 1 through 36
- T.17S. Sections 1 through 36
- T.18S. Sections 1 through 36
- T.19S. Sections 1 through 36
- T.20S. Sections 1 through 36
- T.21S. Those Sections lying within Clark County

R.69E. (C)

- T.16S. Sections 1 through 36
- T.17S. Sections 1 through 36
- T.18S. Sections 1 through 36
- T.19S. Sections 1 through 36
- T.20S. Sections 1 through 36
- T.21S. Those Sections lying within Clark County
- T.22S. Those Sections lying within Clark County

R.70E. (C)

- T.16S. Sections 1 through 36
- T.17S. Sections 1 through 36
- T.18S. Sections 1 through 36
- T.19S. Sections 1 through 36
- T.20S. Sections 1 through 36
- T.21S. Those Sections lying within Clark County
- T.22S. Those Sections lying within Clark County

R.71E. (C)

- T.16S. Those Sections lying within Clark County
- T.17S. Those Sections lying within Clark County
- T.18S. Those Sections lying within Clark County
- T.19S. Those Sections lying within Clark County
- T.20S. Those Sections lying within Clark County

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