

TARIFF SCHEDULE APPLICABLE TO
SWITCHED ACCESS SERVICES
WITHIN THE COMMONWEALTH OF VIRGINIA
BY
CITIZENS COMMUNICATIONS CORPORATION

This tariff contains the descriptions, regulations, service standards, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Citizens Communications of Virginia, Inc. ("Citizens"), with principle offices at 220 Webbs Mill Rd., P.O. Box 9, Floyd, VA 24091. The Company's contact number is 1-800-941-0426. This tariff applies for services furnished within the Commonwealth of Virginia. This tariff is on file with the Virginia State Corporation Commission, and copies maybe inspected, during normal business hours, at the Company's principle place of business.

CHECK SHEET

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	30	Original
2	Original	31	Original
3	Original	32	Original
4	Original	33	Original
5	Original	34	Original
7	Original	35	Original
8	Original	36	Original
9	Original	37	Original
10	Original	38	Original
11	Original	39	Original
12	Original	40	Original
13	Original	41	Original
14	Original	42	Original
15	Original	43	Original
16	Original	44	Original
17	Original	45	Original
18	Original	46	Original
19	Original	47	Original
20	Original	48	Original
21	Original	49	Original
22	Original	50	Original
23	Original	51	Original
24	Original	52	Original
25	Original	53	Original
26	Original	54	Original
27	Original	55	Original
28	Original	56	Original
29	Original	57	Original

CHECK SHEET (CONT'D)

<u>Page</u>	<u>Revision</u>
58	Original
59	Original
60	Original
61	Original
62	Original
63	Original
64	Original
65	Original
66	Original
67	Original
68	Original
69	Original
70	Original

* = New/Revised Page This Issue

TABLE OF CONTENTS

	<u>Page</u>
TITLE SHEET	
CHECK SHEET	2
TABLE OF CONTENTS	3
EXPLANATION FO SYMBOLS	7
TARIFF FORMAT	8
SECTION 1. APPLICATION OF TARIFF	9
SECTION 2. DEFINITIONS	10
SECTION 3. RULES AND REGULATIONS	16
3.1 Undertaking of the Company	16
3.2 Prohibited Uses	16
3.3 Obligations of the Customer	17
3.4 Liability of the Company	19
3.5 Service Connections and Customer Equipment	22
3.5.1 General	22
3.5.2 Limitation of Service Equipment or Facilities	25
3.5.3 Network Interface Device	26
3.5.4 Maintenance Visit Charge	26
3.6 Payments and Rendering of Bills	27
3.6.1 Deposits	27
3.6.2 Billing Procedures	28
3.6.3 Disputed Bills	29
3.6.4 Discontinuance and Restoration of Service	30
3.7 Interruptions of Service and Credit Allowances	31
3.8 Use of Service by Others	33
3.9 Terms and Conditions	33
3.10 Application for Service	33
3.10.1 Cancellation of Application for Service	34
3.10.2 Cancellation of Service	34

Access Services

3.11	Non-Routine Installations	34
3.12	Maintenance and Testing	34
3.13	Universal Emergency 911 Service.....	35
	3.13.1 Description of Services	35
	3.13.2 Regulations	36
3.14	IntraLATA and InterLATA Presubscription.....	38
	3.14.1 General	38
	3.14.2 Presubscription Charges	38
3.15	Special Construction.....	39
3.16	700/900 Blocking Options	41
SECTION 4. SPECIAL ARRANGEMENTS		43
4.1	Individual Case Basis (ICB) Arrangements.....	43
4.2	Service and Promotional Trials	43
4.3	Special Assembly	43
4.4	Telecommunications Relay Service	44
SECTION 5 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE.....		46
5.1	General.....	46
	5.1.1 Ordering Conditions.....	46
	5.1.2 Provision of Other Services	47
5.2	Access Order	48
	5.2.1 Access Service Date Intervals.....	49
	5.2.2 Access Service Request Modifications	50
	5.2.3 Cancellation of An Access Service Request.....	54
	5.2.4 Minimum Period of Service.....	55
SECTION 6 – CARRIER COMMON LINE SERVICE		56
6.1	General Description	56
6.2	Limitations	56
	6.2.1 Exclusions.....	56
	6.2.2 Access Groups	56
6.3	Undertaking of the Company	56
	6.3.1 Provision of Service	56
	6.3.2 Interstate and Intrastate Use.....	57
6.4	Obligations of the Customer	57
	6.4.1 Switched Access Service Requirements.....	57
	6.4.2 Supervision	57
6.5	Determination of Usage Subject to Carrier Common Line Access Charges	57
	6.5.1 Determination of Jurisdiction	57
6.6	Measuring and Recording of Call Detail	58
6.7	Billing of Charges.....	58
6.8	Determination of Charges	58
SECTION 7 - SWITCHED ACCESS SERVICE.....		61
7.1	General.....	61

7.2	Provision and Description of Switched Access Service Agreements.....	61
7.2.1	Feature Group D (FGD) Access	61
7.2.2	Manner of Provision.....	62
7.2.3	Rate Categories	63
7.2.4	Design Layout Report	63
7.2.5	Acceptable Testing.....	64
7.2.6	Ordering Options and Conditions	64
7.2.7	Competitive Pricing Arrangements.....	64
7.3	Obligations of the Company	64
7.3.1	Network Management	64
7.4	Obligations of the Customer	65
7.4.1	Report Requirements.....	66
7.4.2	Supervisory Signaling	66
7.4.3	Design of Switched Access Service	66
SECTION 8 – RATES AND CHARGES		67
8.1	Rates for Switched Access Services	67
8.1.1	Application of Rates.....	67
8.1.2	Billing of Access Minutes	68
8.1.3	Rates and Charges	68
8.2	Non-routine Installations/Maintenance Charges	70
8.3	Individual Case Basis Arrangements.....	70

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below.

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify a rate increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rules or conditions.
- (N) To signify new materials including listing, rate, rule or condition.
- (R) To signify a rate reduction.
- (T) To signify change in wording of text but no change in rate, rule or condition.

TARIFF FORMAT

- A. Page numbering- Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, new pages added between pages 14 and 15 would be 14.1.
- B. Page revision numbers-Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the Commission allows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sentences-There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 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 Commission, an updated check sheet accompanies the tariff filing. The check sheet lists contained in the tariff, with 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 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, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

SECTION 1. APPLICATION OF TARIFF

This tariff sets forth rules applicable to the provision of local exchange telecommunications residential and business services within the Commonwealth of Virginia.

SECTION 2. DEFINITIONS

Certain terms used generally throughout this tariff for Communications Service of this Company are defined below.

Accessories: Devices which are mechanically attached to, or used with, the facilities furnished by a telephone company and which are independent of, and not electronically, acoustically, or inductively connected to the conductors in the communications path of a telephone company's facilities.

Advance Payment: Part or all of a payment required before the start of service.

Applicant: An individual or concern making application of the Company for communications service under this tariff.

Application: Refers to an application made by a prospective Subscriber to the Company under which services for communication between specified locations, for designated periods, and for the use of the Subscriber specifically named in the application are to be furnished in accordance with the provisions of this tariff.

Authorized User: A person, firm or corporation, which is authorized by the Customer or Joint User to be connected to the service of the Customer or Joint User, respectively.

Bandwidth: A defined range of frequencies.

Baud: A unit of signaling speed. It is the reciprocal of the time duration in seconds of the shortest signal element (mark and space) within a code signal. The speed baud is the number of signal elements per second.

Bit: The smallest unit of information in the binary system of notation.

Bridging Arrangements: The physical equipment needed in a telephone company's central office to meet specified transmission and signaling criteria.

DEFINITIONS (CONT'D)

Building Channel: The inside wire used to connect two or more stations within the same building or to connect a station to station connection location.

Channel Terminal: Provides for equipment to terminate an interexchange channel at each rate center central office.

Commission: Virginia State Corporation Commission.

Communications Services: The Company's intrastate communications services offered under this tariff.

Company: Citizens Communications Corporation, the issuer of this tariff.

Company Network: The array of communications service which the Company has purchased from an Underlying Carrier and uses to provide services to Subscribers under this tariff.

Connecting Arrangements: Denotes equipment provided by a telephone company to accomplish the direct electrical connection of Subscriber-provided facilities with the facilities of the telephone company.

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

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Direct Inward Dialing (DID): Routes incoming calls directly to stations.

DSL: Digital Subscriber Line.

DEFINITIONS (CONT'D)

End Office: The term "end office" denotes the switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End User: A person, firm or corporation who is designated by the Customer as a user of Company's Service furnished to the Customer. The End User must be specifically identified in the Application for Service.

End User Premises Equipment: Equipment provided by the Customer, the End User, or any party other than the Company that is located on the End User's premises and is connected to the Company's network.

Exchange Access Line: The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the customer.

FCC: Federal Communications Commission.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer and at the Company's sole discretion.

Interface: The point on the premises of the Subscriber where provision is made to terminate provided by a telephone company. At the interface the transmission path may be 2 wire or 4 wire as specified for the various channels required.

DEFINITIONS (CONT'D)

Interoffice Channel: Provides for facilities to connect two different serving central offices for intraexchange see Interrupted Service: That portion of service provided to a Subscriber or Authorized User for which the Company has been notified of a temporary cessation and given an opportunity to test and repair.

Interrupted Service: That portion of service provided to a Subscriber or Authorized User for which the Company has been notified of a temporary cessation and given an opportunity to test and repair.

Kbps: Kilobits per second, denotes thousands of bits per second.

Mbps: Megabits per second, denotes millions of bits per second.

Network: The facilities of an Underlying Carrier.

Non-Recurring Charges: Charges to the Subscriber for services and equipment assessed by the Company once usually at the origination or termination of services and equipment.

Origination Point: The point of demarcation between the Company's facilities

Premises: The space occupied by a Customer, Authorized User or Joint User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

Rate Center: For private line service, denotes a specified geographical location, generally a main central office of an exchange from which mileage measurements are made for the application of interexchange mileage rates.

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

DEFINITIONS (CONT'D)

Services: The services, or combination thereof, offered by the Company and contained in this Tariff.

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

Service Terminal: As used in connection with Series 5000 channels, provides for facilities to connect a premises to the Rate Center, including a local channel and any required interoffice channel.

Special Facilities: Any facilities, goods, supplies, products, equipment, fixtures or other installation specifically installed or constructed for Customer by Company pursuant to a negotiated agreement between Company and Customer.

Termination Point: The demarcation point between Company's facilities and the Customer's facilities.

Transmission Speed: Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer.

DEFINITIONS (CONT'D)

Reserved for future use.

SECTION 3. RULES AND REGULATIONS

3.1 Undertaking of the Company

The Company undertakes to furnish Services in accordance with the terms and conditions set forth in this tariff.

3.2 Prohibited Uses

- A. The Services of the Company shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits, required to be obtained by the Customer with respect thereto.
- B. The Company may require applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of Company offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- C. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or End User may not assign, transfer in any manner the Service or any rights associated with the Service without the written consent of the Customer.
- D. The Company may require a Customer to immediately shut down its transmission of signals if Company concludes, in its sole discretion, that such transmission is causing interference to others.
- E. The Customer may not use the Services so as to interfere with or impair Service over any facilities and associated equipment, or so as to impair the privacy or any communications over such facilities and associated equipment.

RULES AND REGULATIONS (CONT'D)

- F. A Customer or End User shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of Services is jointly with the Company, without the prior written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

3.3 Obligations of the Customer

The Customer (or the End User, as the case may be) shall be responsible for:

- A. The payment of all charges applicable to the Services.
- B. Damage or loss of the Company's facilities or equipment caused by the acts of omissions of the Customer or End User or the non-compliance by the Customer or End User with the provisions of this tariff; or by fire or theft or other casualty on the premises of the Customer or End User unless caused by the negligence or willful misconduct of the employee or agents of the Company;
- C. Providing as specified from time to time to the time by the Company any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Premises, and providing the level of power, heating and air conditioning necessary to maintain the proper environment on such Premises.

RULES AND REGULATIONS (CONT'D)

- D. Obtaining, maintaining, and otherwise having full responsibility for rights of way necessary to install equipment to provide Service to the Customer or End User from the minimum point of entry or the property line of the land on which the structure wherein any termination point or origination point used by the Customer or End User is placed or located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space. Any and all costs associated with the obtaining and maintaining of the rights of way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by the Customer. The Company may require Customer to demonstrate its compliance with this section prior to accepting a Service Order.
- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.
- F. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the Premises at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of Service as stated herein, removing the facilities or equipment of the Company.

RULES AND REGULATIONS (CONT'D)

- G. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.
- H. Keeping the Company's equipment and facilities located on the Customer's premises or right-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's Services or from the locations of such equipment and facilities.
- I. Providing, operating and maintaining Customer provided or End User equipment on the Premises. Conformance of Customer provided or End User premises equipment with part 68 of the FCC Rules is the responsibility of the Customer.

3.4 Liability of the Company

- A. The Services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and facilities under this tariff.
- B. The liability of the Company for damages arising out of the furnishing of these Services, including but not limited to mistakes, omissions, interruptions, delays, tortuous conduct or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or End User and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, except when caused by the intentional acts of omissions or negligence of the Company's employees or agents.

RULES AND REGULATIONS (CONT'D)

- C. The Company shall not be liable for, nor shall any Service Credits be extended for, any failure of performance or equipment due to causes beyond its control, including but not limited to: act of God, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- D. The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the Services the Company offers.
- E. The Company shall not be liable for any damages or losses due to fault or negligence of the Customer or due to the failure or malfunction of Customer- provided equipment or facilities.
- F. Company shall not be liable for the claims or vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of any such vendor or vendor's equipment.
- G. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for an loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

RULES AND REGULATIONS (CONT'D)

- H. The Company is not liable for any defacement of or damage to the Premises resulting from the furnishing of Services, equipment, or associated wiring on such Premises or the installation or removal thereof, except where such defacement or damage is the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- I. The Company shall not be liable for any damages resulting from delays in meeting any Service dates.
- J. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Service.
- K. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACE OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- L. The Customer and any End User, jointly and severally, shall indemnify defend and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability (including liability for patent infringement) arising from: (1) any claims made against Company by any End User in connection with the delivery or consumption of Services; (2) combining with, or using in connection with facilities the Company furnished, facilities the Customer or End User furnished; or (3) use of facilities the Company furnished in manner the Company did not contemplate and over which the Company exercises no control. In the event that any infringing use is enjoined, the Customer, at its option and expense, may obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and any End User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims.

RULES AND REGULATIONS (CONT'D)

3.5 Service Connections and Customer Equipment

3.5.1 General

- A. All Service along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- B. Customer shall allow Company continuous access and right-of-way to both Customer and End User Premises to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of Services, equipment, facilities and systems relating to this tariff.
- C. The Company may undertake to use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- D. The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer or End User. Neither the Customer or the End User may, nor permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- E. Title to all facilities (except such equipment and/or facilities as are sold to or independently provided by a Customer or End User), including terminal equipment, shall remain with the Company. The operating personnel and the electronic power consumed by such equipment on the Premises of Customer or End User shall be provided by and maintained at the expense of the Customer.

RULES AND REGULATIONS (CONT'D)

- F. Equipment the Company provides or installs at the Customer's or End User's Premises for use in connection with the Services shall not be used for any purpose other than that for which the Company provided it.
- G. The Company shall not be responsible for the operation or maintenance of any Customer or End User provided communications equipment. The Company may install certain Customer or End User provided communications equipment upon installation of Service; unless otherwise agreed by the Company in writing, Company shall not thereafter be responsible for the operation or maintenance of such equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:
- 1) The proper origination of signals by Customer provided equipment or for the quality, or defects in, such signals; or
 - 2) The reception of signals by Customer provided equipment.
- H. The Customer may be responsible for the payment of service charges for visits by the Company's agents or employees to the Premises when the Service difficulty or trouble report results from the improper or inappropriate use of equipment or facilities by the Customer or End User.
- I. In the event Company places Company equipment on Customers' premises for the purpose of furnishing service under this agreement, unless otherwise stipulated, Company is solely responsible for operating and maintaining such equipment. In the event that Customer attempts to operate or maintain any such equipment without first obtaining Company's written approval, in addition to any other remedies of Company for a breach by Customer of Customer's obligations hereunder, Customer shall pay Company for any damage to Company's equipment cause or related to such receipt by Customer of a Company invoice therefore. In no event shall Company be liable to Customer, End User or any other person for interruption of the Service or for any other loss, cost or damage caused or related to Customer's improper or inappropriate use of Company-provided equipment.

RULES AND REGULATIONS (CONT'D)

- J. Customer agrees to allow Company to remove all Company-provided equipment from Customer or End User's premises:
- 1) Upon termination, interruption or suspension of the Service in connection with which the equipment was used; and
 - 2) For repair, replacement or otherwise as Company may determine is necessary or desirable.
- K. At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer or End User's premises, normal wear and tear only accepted. Customer shall reimburse Company for the unamortized cost of any such equipment in the event the foregoing conditions are not met.
- L. The Customer or End User is responsible for ensuring that Customer or End User-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customers will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- M. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Service, and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

RULES AND REGULATIONS (CONT'D)

3.5.2 Limitation of Service Equipment or Facilities

- A. Service is offered subject to the provision of this tariff and the availability of the necessary facilities and/or equipment, and is limited to the ongoing availability and capacity of the Customer's facilities as well as the facilities the Company may require from other carriers to furnish Service. The Company may decline Service Orders to or from a location where, in the Company's sole discretion, the necessary facilities or equipment are not available. The Company may discontinue furnishing Service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control, or when Service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its Service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue Service, limit Service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.
- E. The furnishing of Service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as facilities the Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company.

RULES AND REGULATIONS (CONT'D)

3.5.3 Network Interface Device

The Network Interface Device (“NID”) is the Company-provided interface terminating the telecommunications network, on the property where the customer’s service is located, at a point determined by the Company. The NID is a FCC Part 68 registered jack from which customer inside wire may be connected to the Company’s network. All wiring on the customer’s premises that is connected to the telephone network shall connect to the Company’s maintenance of the NID. The NID used for the termination of CPW shall be located outside the customer premises unless an outside location is impractical or the customer requests that it be located inside the premises. When the NID is located inside the premises, it shall be located at the point closest to the protector that is convenient to the Customer. Any additional cost associated with placing the NID outside when requested by the customer shall be at the customer’s expense. For installation in multi-story or multi-company buildings, the NID shall be located at a point between the CPW and the telephone company network. This location may be the telephone equipment room, wiring closet, inside or outside the customer premises, or other designated location that is accessible to the Customer. If a customer requests that the NID be placed in a location other than that selected by the Company the customer must pay any additional expense associated with placing the NID in the location requested by the customer.

3.5.4 Maintenance Visit Charge

Where a NID exists, if the Company is able to test for Dial Tone and the problem proves to be beyond the NID (within Customer premises) a maintenance charge is applicable. In the event there is no NID and/or the Company is unable to test for dial tone, then no maintenance charge will be assessed. In those cases where the Customer has bought an inside wire maintenance warranty/plan (a non-regulated service) from the Company no maintenance charge will be applicable regardless of the dial tone test results or whether a NID exists or not.

RULES AND REGULATIONS (CONT'D)

3.6 Payments and Rendering of Bills

3.6.1 Deposits

- A. The Company may require a deposit from Customers to protect against non-collectible accounts. The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months usage.
- B. Payment of a deposit by the Customer does not relieve the Customer of the responsibility to make timely payments on the account with the Company.
- C. The Company will pay interest on deposits held longer than 90 days, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Commission shall notify the Company in January of each year of the interest rate prevailing for that year.
- D. At the option of the Customer making a security deposit, the Company will annually make either direct payment to the Customer of all accrued interest, or shall credit same to the Customer's account. Customer deposits may be refunded by a utility at any time. Residential Customer's deposits will not be held longer than one year and all other deposits will not be held longer than two years provided the Customer has established satisfactory credit during the period.
- E. When the Company requires a deposit from any Residential Customer, said Customer will be permitted to pay it in three consecutive equal monthly installments whenever the total amount of the required deposit exceeds the sum of forty dollars (\$40.00). Provided, however, that the Company will have the discretion to allow payment of any deposit (more or less than \$40.00) over a longer period of time to avoid undue hardship.

RULES AND REGULATIONS (CONT'D)

3.6.2 Billing Procedures

- A. The Company shall bill all charges incurred by and credits due to the Customer. The Customer may choose to receive bills in either paper or electronic format. Such bills are due within thirty (30) days after the date of issuance thereof, regardless of the media utilized. The Company shall bill in advance charges for all Services to be provided during the ensuing billing period except for charges associated with Service usage. Adjustments for the quantities of Service established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a thirty (30) day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- B. The Company shall bill for all Services rendered within ninety (90) days of when those Services are provided.
- C. All bills for Service provided to the customer by the Company are due thirty (30) days from the date of issuance of the bill. The Customer's bill will show the date on which the bill is delivered to the U.S. mail or delivered to the customer's premises as well as the date by which the payment must be received to avoid late payment charges. Payment for current service shall not be considered overdue, if payment is received by the Company within 20 days from the mailing date or delivered date of the bill. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.

RULES AND REGULATIONS (CONT'D)

- D. Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, bypass, franchise or other local, state 911 taxes, TRS, Rights of Way fees and Federal taxes, fees, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services rendered by Company, (excepting Company's income taxes). Such taxes shall be separately stated on the Customer's invoice.
- E. For Returned Checks: The Customer will be assessed a returned check charge of \$20.00 for each check submitted by the Customer to the Company that a financial institution refuses to honor. This charge is inclusive of the bank fee plus a reasonable Company administrative fee.

3.6.3 Disputed Bills

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must pay the undisputed portion of the invoice in full and submit a documented claim for the disputed amount. The Customer shall submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within ninety (90) days of receipt of billing for those Services. Unless disputed, the invoice shall be deemed to be correct and payable in full by Customer. If the Customer is unable to resolve any dispute with the Company, then Customer may file a complaint with this Commission. The current address for filing Complaints is:

VSCC – Communications Division
Tyler Building – 9th Floor
1300 E. Main Street
Richmond, VA 23219

RULES AND REGULATIONS (CONT'D)

If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest or penalties will apply.

3.6.4 Discontinuance and Restoration of Service

3.6.4.1 Cancellation by the Company

- A. For Nonpayment: The Company may, upon ten (10) days written notice to the Customer, terminate local exchange service for failure to pay for noncompetitive regulated services. Service will not be terminated for a customer's failure to pay for intraLATA or interLATA toll services. The Company will note, on the customer's bill, those services, which may lead to the termination of their local exchange service for non-payment.
- B. For any violation of law or rules: A Customer shall be subject to discontinuance of Service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over Service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such Service.
- C. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of Service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

RULES AND REGULATIONS (CONT'D)

- D. For Other Causes: A Customer shall be subject to discontinuance of Service, without notice, in the event of suspected fraud or other unlawful use of the Service, or fraud or misrepresentation in any submission of information required in a Service Order or any other information submitted to Company.
- E. For any Customer filing of bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law: The Company may immediately discontinue or suspend Service under this tariff without incurring any liability.

3.6.4.2 Resumption of Service

If Service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected to the satisfaction of Company in Company's sole and absolute discretion and Customer pays a deposit at Company's discretion. All applicable nonrecurring charges shall apply when Services are restored.

3.7 Interruptions of Service and Credit Allowances

A credit allowance will be given on a per line basis for service interruptions, defined as any period during which any line subscribed to by the Customer hereunder and/or, if applicable, Company-provided equipment attached thereto is out of service, except as specified below. Out of service conditions are defined as complete loss of data transmission capability. Credit allowances, if any, shall be deducted from the charges payable by the Customer hereunder and shall be expressly indicated on the next bill to the Customer. An interruption period begins the earlier of when the Customer reports a malfunction in Service to the Company or Company becomes independently aware of such malfunction. A malfunction period ends when the affected line and/or associated equipment is fully operative and restored to the customer.

RULES AND REGULATIONS (CONT'D)

- A. Credit allowances do not apply to interruptions:
- 1) caused by the Customer, any End User or any third party;
 - 2) due to failure of power or equipment provided by the Customer or others;
 - 3) during any period in which the Company is not given access to the Premises;
 - 4) due to scheduled maintenance and repair; or
 - 5) due to Acts of God or other events listed in section 3.4(C) preceding.

B. Interruption of Twenty-Four (24) Hour or Less - Portion of Daily Per-Line Charge

<u>Length of Service Interruption</u>	<u>Credit</u>
-Less than 4 hours	None
-4 hours up to but not including 8 hours	1/3 of day
-8 hours up to but not including 12 hours	1/2 of day
-12 hours up to but not including 16 hours	2/3 of day
-16 hours up to 24 hours	one day

Two or more Service interruptions of the same type to the same line/equipment of two (2) hours or more during any one twenty-four (24) hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line/equipment in any twenty-four (24) hour period.

RULES AND REGULATIONS (CONT'D)

C. Interruptions over Twenty-Four (24) Hours

Service interruptions over twenty-four (24) hours will be credited four (4) hours for each four (4) hour period or fraction thereof. No more than one (1) full day's credit will be allowed for any period of twenty-four hours.

3.8 Use of Service By Others

All Service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of Service (except in the case of a merger or sale of substantially all the assets of Customer) without the express prior written consent of the Company, and then only when such transfer or assignment can be accomplished without interruption of the use or change in the location of Service. All terms and conditions contained in this tariff shall apply to any and all such transferees or assignees. The Customer shall, unless otherwise expressly agreed by the Company in writing, remain liable for the payment of all charges due under this tariff or any applicable agreements.

3.9 Terms and Conditions

The Company shall have no responsibility with respect to billings, charges, or disputes related to Services used by the Customer which are not included in the Services herein including, without limitation, any local, regional or long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputed or discrepancies with the appropriate service provider.

3.10 Application for Service

Customers desiring to obtain Service must submit Service Orders in the form and format specified by Company.

RULES AND REGULATIONS (CONT'D)

3.10.1 Cancellation of Application for Service

If a Customer cancels a Service Order after Company has commenced installation of Service, a cancellation charge may apply.

3.10.2 Cancellation of Service

Subject to cancellation charges referenced herein, the Customer may have Service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for Service furnished until the effective cancellation of Service.

3.11 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

3.12 Maintenance and Testing

A. Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

RULES AND REGULATIONS (CONT'D)

- B. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or End User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company-owned facilities and equipment. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment, and personnel from harm.

3.13 Universal Emergency (911)Service

3.13.1 General

Universal Emergency Number 911 Services provide the general public with the means of simple and direct telephone access to public safety answering points engaged in assisting local governments in protecting the safety and property of the general public. Enhanced Universal Emergency Telephone Number (E911 Service) is a business telephone exchange communications service whereby any telephone user who dials 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered subject to availability of stored program control central office facilities. No charge applies for calls to the 911 number.

RULES AND REGULATIONS (CONT'D)

3.13.2 Regulations

- A. This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- B. 911 or E911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purposes of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point (PSAP).
- D. 911 or E911 emergency telephone number service may be provided by the Company's underlying carrier.
- E. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

RULES AND REGULATIONS (CONT'D)

- F. The Company assumes no liability for any infringement, or invasion of any right of privacy or any persons caused, or claimed to be caused, directly or indirectly by the use of 911 or E911 service. Under the terms of this Tariff, the Public Safety Agency must agree, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others. Under the terms of this Tariff, the Public Safety Agency must also agree to release, indemnify, defend, and hold harmless the Company for any infringements of invasion of the right or privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 or E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 or E911 service hereunder, and which arise out of the negligence, or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or its agents.

RULES AND REGULATIONS (CONT'D)

3.14 IntraLATA and InterLATA Presubscription

3.14.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

3.14.2 Presubscription Charges

After a Customer's initial selection for a presubscribed toll carrier, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

Nonrecurring Charges

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

RULES AND REGULATIONS (CONT'D)

3.15 Special Construction

A. When it is necessary for the Company to provide outside plant construction, either on a public road or on private property, which is other than that usually provided for the area and class of service furnished, the customer or other party requiring such special construction is required to pay the difference between the estimated cost of usual construction and the estimated cost of the type of construction provided under the conditions specified herein. Charges are based on cost to the Company plus a reasonable administrative fee minus any credit for reuse or salvage. Such special construction includes:

- (1) underground construction where aerial construction would usually be provided,
- (2) submarine cable,
- (3) greater quantity or a different type of facilities than that which the Company would otherwise construct in order to fulfill the customer's initial requirements for service,
- (4) routing facilities different from that which the Company would normally utilize,
- (5) expedition of the construction of facilities at greater expense that would otherwise be incurred,

B. The Company will, in all cases, bear the same amount of the cost as in the case of usual construction.

- (1) Outside Plant Construction
 - a) On Public Roads or on Private Property

The customer or other party requiring the special construction is required to pay the difference between the total estimated cost of such special construction and the amount to be borne by the Company. All plant is maintained and replaced at the expense of the Company, except where poles or conduit are owned by the customer, in which case the customer is required to maintain such poles or conduit.

RULES AND REGULATIONS (CONT'D)

(b) Conduit and Trenching

Except as provided as usual construction by the Company, the provision, maintenance and replacement of conduit and underground construction on private property for one or more customers is the responsibility of the customer. The Company will install and maintain the associated wire facilities at its expense. The cost of conduit replacement or of opening and closing the trench in connection with the maintenance and replacement of the wire facilities shall be the responsibility of the customer.

(2) Facilities up to the Network Interface

- (a) The standard method of wiring a building or structure for telephone service is by exposed wiring. It is the responsibility of the customer to provide a means of entrance into the building which is satisfactory to the Company and to provide space for mounting the necessary terminal and station protection equipment and, where riser cable is required, a reusable means to reach each floor and each suite or office on each floor where the telephone service is desired.
- (b) Any required conduit or similar type construction involved in furnishing concealed wiring or extending wire inside the customer's premises must be installed and maintained at the expense of the customer. Such construction must be installed in a manner, that is acceptable to the Company.
- (c) Where, due to the type of construction of the building or the conditions imposed by the customer, abnormal expense is incurred by the Company, the customer is required to pay the difference between the estimated expense which would normally have been incurred for the installation.

RULES AND REGULATIONS (CONT'D)

3.16 700/900 Blocking Options

700/900 Blocking Options are arrangements that prevent a Customer from accessing 700 and/or 900 service telephone numbers. 700/900 Blocking Options are provided only on Local Exchange Service individual dial tone lines, PBX trunks, and Centrex lines and SEATS. 700/900 Blocking Options are only offered where the customer's serving central office is equipped with electronic switching equipment capable of providing this service. Customers may elect to block calls to 700 service telephone numbers only, 900 service telephone numbers only, or both 700 and 900 service telephone numbers.

There are no charges associated with 700/900 Blocking Options.

RULES AND REGULATIONS (CONT'D)

Reserved for future use.

SECTION 6. SPECIAL ARRANGEMENTS

4.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. The Company will maintain records of its ICB contracts for Commission review as conditions or circumstances may require.

4.2 Service and Promotional Trials

A. General

The Company may make promotional offerings of its tariffed services, which may include reducing or waiving applicable charges for the promoted service. No individual promotion offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offering. The Company will submit its promotions, by letter, to the Commission staff outlining the promotion, listing the tariffed item being promoted, and the promotions start and end dates, in lieu of filing language in the tariff.

4.3 Special Assembly

The Company may provide local exchange service for a customer where no tariffed service exists for the service. The unique service can be provided via a Special Assembly. The Company will maintain records of its Special Assembly contracts for Commission review as conditions or circumstances may require.

SPECIAL ARRANGEMENTS (CONT'D)

4.4 Telecommunications Relay Service (TRS)

TRS enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls. The Company will impose a surcharge to all Customers at a level determined by the Commission. The customer may access TRS via the Company by either TRS's toll free 800 number or by dialing the 711 service access code.

SPECIAL ARRANGEMENTS (CONT'D)

Reserved for future use.

ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE

5.1 General

This section sets forth the regulations and related charges for ordering Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

5.1.1 Ordering Conditions

Except for Tandem Connect Service (as defined in Section 14.2.3.3), all services offered under this tariff will be ordered using an ASR.

5.1.1.1 ASR Orders. The format of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of Services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requesting service. When placing an order for Switched Access Service, the Customer shall provide the following minimum information:

- a. Customer name and Premise(s) address (es);
- b. Billing name and address (when different from Customer name and address);
- c. Customer contact name(s) and telephone numbers for the following provisioning activities; order negotiating, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within 2 business days after the date on which all information needed to process the ASR has been received by the Company.

5.1.1.2 Tandem Connect Service Orders. A Customer may order Tandem Connect service (as defined in Section 14.2.3.3) either by (1) submitting an ASR as defined in Section 12.1.1.1 or (2) routing traffic to the Company, or accepting traffic from the Company, through the tandem of another local exchange carrier to which the Customer is connected (the “tandem provider”). Where the Customer orders Tandem Connect service via option (2), the Company may use information provided to the Company by the tandem provider or information obtained from other sources to bill the Customer for the services provided

5.1.2 Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 14.1.3.2 will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the customer may cancel the order and no charges will apply.

5.2 Access Order

Unless otherwise specified herein, an ASR is required by the Company to provide a Customer Switched Access Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits.

When a customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an order for either Direct Connect Service or Tandem Connect Service, as described in Sections 14.2.3.2 and 14.2.3.3, respectively, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new service.

5.2.1 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's required interval, subject to the following conditions:

5.2.1.1 Standard Interval: Except for Tandem Connect Service ordered under option (2) of Section 12.1.1.2, the Standard Interval for Switched and Special Access Service will be 10 business days from the date the ASR is submitted to the Company. This interval only applies to standard service offerings for a Customer, which is On-Net, and at locations where there are pre-existing facilities to the Customer premises. Access Services provided under the Standard Interval will be installed during Company business hours. For Tandem Connect Service ordered under option (2) of Section 12.1.1.2, the Standard Interval will be the same day as the service is ordered.

5.2.1.2 Negotiated Interval: The Company will negotiate a Service Date Interval with the Customer when:

- 1) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- 2) There is no existing facility connecting the Customer Premises with the Company or

ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE (CONT'D)

- 3) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
- 4) The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has required. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

5.2.2 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Special Channels, Switched Access Service lines, trunks, transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date Interval.

ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE (CONT'D)

5.2.2.1 Service Commencement Date Charges:

ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. Then, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than 5 business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company. The Service Date Change charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 15.1.3.2.

ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE (CONT'D)

5.2.2.2 Design Change Charge

The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR, which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and requested changes to determine what change(s) in design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination or type of Channel interface. Any other changes are not considered Design Changes for purposes of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis for each order requiring a Design Change. The applicable charges, as set forth in Section 15.1.3.2 are in addition to any Service Date Change Charges that may apply.

5.2.2.3 Expedited Order Charge

When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the Expedited Order request. However, if upon reviewing availability of equipment and scheduled workload, Company agrees to provide service on an expedited basis and Customer accepts Company's proposal, an Expedite Charge will apply. If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedited Charge will not apply.

ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE (CONT'D)

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 15.1.3.2

ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE (CONT'D)

5.2.3 Cancellation of an Access Service Request

A Customer may cancel an ASR for the installation of Switching Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. A customer may negotiate an extension of the service date of an ASR for installation of new service or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31st day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied

Except as stated herein, Cancellation Charges will apply as specified in Section 15.1.3.3.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

Cancellation Charges for Expedited Orders will be applied for any order canceled from the Application Date forward.

If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil disturbances, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE (CONT'D)

5.2.4 Minimum Period of Service

The minimum period for which Tandem Connect Service is provided and for which charges are applicable is one month.

5.2.4.1 The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non Recurring Charges will apply for the new service, and a new minimum period will be established:

- (1) A change in the identity of the Customer of record;
- (2) A move by the Customer to a different building;
- (3) A change in type of service;
- (4) A change in Switched Access Service Interface (i.e., DSL or DS3);
- (5) A change in Switched Access Service Traffic Type;

5.2.4.2 When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

CARRIER COMMON LINE SERVICE

The Company will provide Carrier Common Line Access Service (Carrier Common Line Access) to customers in conjunction with Switched Access Service provided in Section 14 of this Tariff.

6.1 General Description

Carrier Common Line Access provides for the use of end users, Company provided common line by customers for access to such end users to furnish Communications Services.

6.2 Limitations

6.2.1 Exclusions

Neither a telephone number nor detail billing are provided with Carrier Common Line Access. Additionally, directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

6.2.2 Access Groups

All trunk side connections provided in the same access group will be limited to the same features and operating characteristics.

6.3 Undertaking of the Company

6.3.1 Provision of Service

Where the customer is provided Switched Access Service under other sections of this Tariff, the Company will provide the use of Company common lines by a customer for access to end users at rates and charges as set forth in 15.1.3 following.

CARRIER COMMON LINE SERVICE(CONT'D)

6.3.2 Interstate and Intrastate Use

The Switched Access Service provided by the Company includes the Switched Access Service provided for both interstate and intrastate communications. The Carrier Common Line Access rates and charges as set forth in 15.1.3.4.2 following apply to intrastate Switched Access Service access minutes.

6.4 Obligations of the Customer

6.4.1 Switched Access Service Requirements

The Switched Access Service associated with Carrier Common Line Access shall be ordered by the customer under other sections of this Tariff.

6.4.2 Supervision

The customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.

6.5 Determination of Usage Subject to Carrier Common Line Access Charges

Except as set forth herein, all Switched Access Service provided to the customer will be subject to Carrier Common Line Access service.

6.5.1 Determination of Jurisdiction

When the customer reports interstate and intrastate use of Switched Access Service, the associated Carrier Common Line Access used by the customer for interstate will be determined as set forth in 3.4.1 (Percent Interstate Use – PIU).

CARRIER COMMON LINE SERVICE (CONT'D)

6.6 Measuring and Recording of Call Detail

When access minutes are used to determine Carrier Common Line charges, they will be accumulated using call detail recorded by Company equipment. The Company measuring and recording equipment will be associated with end office or local tandem switching equipment and will record each originating and terminating access minute where answer supervision is received. The accumulated access minutes will be summed on a line-by-line basis, by line group or by end office, whichever type of account is used by the Company, for each customer and then rounded to the nearest minute.

6.7 Billing of Charges

13.7.1 Access minutes for all Switched Access Service subject to Carrier Common Line charges will be multiplied by the Access per minute rate as set forth in Section 15.1.3.4.2 following.

6.8 Determination of Charges

6.8.1 Carrier Common Line charges will be billed to each Switched Access Service provided further under this Tariff, in accordance with the rates as set forth in Section 15.1.3.4 following.

6.8.2 Carrier Common Line Access per minute charge (s) apply to:

- A. all terminating access minutes of use.
- B. less those terminating access minutes of use associated with Mobile Telephone Switching Offices (MTSOs).
- C. All originating access minutes of use associated with calls placed to 700, 800 and 900 numbers, less those originating access minutes of use associated with calls placed to 700, 800 and 900 numbers for which the Customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common Line charges.

CARRIER COMMON LINE SERVICE (CONT'D)

When the Customer makes this report available to the Company in advance of billing, these minutes of use will be charged on the current bill as originating minutes of use as set forth in (D) following. If a billing dispute arises concerning the Customer provided report, the Company will request the Customer to provide the data the Customer used to develop the report. The Company will not request such data more than once a year. The Customer shall supply the data within 30 days of the Telephone Company request.

When this report is not available to the Company until after billing, it shall be used by the Company to calculate and post a credit to the Customer's account. The credit shall be posted to the Customer's account within 30 days of receipt of the report. The credit shall be calculated by multiplying the number of access minutes of use, for which a credit is determined to be applicable, times the difference between the terminating and originating Carrier Common Line charges in effect when the calls were completed.

D. The originating Access, per minute charge(s) apply to:

- all originating access minutes of use,
- all originating access minutes of use where the off-hook supervisory signaling is forwarded by the customer's equipment when the called party answers,
- less all originating access minutes of use associated with calls placed to 700, 800 and 900 numbers,
- less those originating access minutes of use associated with Mobile Telephone Switching Offices (MTSOs),

CARRIER COMMON LINE SERVICE (CONT'D)

- plus all originating access minutes of use associated with calls placed to 700, 800 and 900 numbers for which the Customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that term mate in a Switched Access Service that is assessed Carrier Common Line charges, and for which a corresponding reduction in the number of terminating access minutes of use has been made as set forth in (C) preceding.

SWITCHED ACCESS SERVICE

7.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's premises and an End User's Premises. It provides for the use of common terminating switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises location to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Rates and charges are set forth in Section 15. The application of rates for Switched Access Service is described in Section 15.1.3.4.

7.2 Provision and Description of Switched Access Service Agreements

Switched Access Service is provided in the following service type:

7.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all customers, is provisioned at the DSI level and provides trunk-side access to Company Local Switching Center switches, with an associated uniform 10XXXX Access Code for Customer's use in originating and terminating communications. Basic FGD service will be provided with Multi-Frequency In Band Signaling (SS7 is also available as a Common Switching Option for Feature Group D). In addition, Conventional Signaling for Direct Carrier Trunk Groups is available at Customer's option. End Users of Customer's service may also originate calls to certain FGD Access Customers without dialing the 10XXXX Access Code if End User is presubscribed, as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 10XXXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a customer over FGD Switched Access Service if the End User's telephone exchange service is arranged for Presubscription to that Customer, as set forth herein

SWITCHED ACCESS SERVICE (CONT'D)

Where no Access Code is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00- dialed calls which are routed to the predestinated Customer. For international calls outside the NANP, a seven to twelve digit number maybe dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA = NXX-XXXX, and when the local Switching Center is equipped for International Direct Distance Dialing (IDDD), O+ CC + NN or 011 + CC + NN.

When the 10XXXX Access Code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to the Company's emergency service, or the end-of-dialing digit (#) for cut-through access to the Customer's Premises.

In addition, End Users may originate calls by dialing the 950-XXXX Access Code specific to a particular Interexchange Carrier, provided that the Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access Common Switching Optional Feature. If the End User is presubscribed to that Interexchange Carrier, no Access Code is necessary.

7.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

SWITCHED ACCESS SERVICE (CONT'D)

7.2.3 Rate Categories

The following rate categories apply to Switched Access Service:

- A. Direct Connect
- B. Tandem Connect

7.2.3.1 Except as stated as follows, Tandem Connect Service is provided in conjunction with the tandem provider serving the area. Charges are computed in accordance with Section 4.2.8 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Carrier is Involved).

7.2.3.2 Direct Connect: The Company will provide Direct connects, between the Customer's Premises and the Company's Local Switching Center switch(es). This transmission path is dedicated to the use of a single Customer. DS3 facilities are available for Direct Connect Service. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, then the Customer has the option to choose either an optical or electrical interface. This Direct connect rate category is comprised of a monthly Entrance Facilities charge and a per minute of use End Office switching charge as specified in 15.1.3.4.

7.2.3.3 Tandem Connect: Tandem Connect consists of circuits from the point of interconnection with Customer's tandem provider to the Company's Local Switching Center. This Tandem Connect rate category is comprised of a Minutes of Use (MOU) based End-Office switching and tandem switched transport charges.

7.2.4 Design Layout Report

At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

SWITCHED ACCESS SERVICE (CONT'D)

7.2.5 Acceptance Testing

At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tons slope, d.c. continuity and operational signaling.

7.2.6 Ordering Options and Conditions

Switched Access Service is ordered under the Access Order provisions set forth in Section 12. Also included in that section are other charges, which may be associated with ordering Switched Access Service.

7.2.7 Competitive Pricing Arrangements

Competitive pricing arrangements for Local Transport - Entrance Facilities and Local Transport-Direct Trunked Transport can be furnished to meet the communications needs of specific Customers on a case-by-case basis under individual contracts.

7.3 Obligations of Company

In addition to the obligations of the Company set forth in other sections of this tariff. The Company has certain other obligations concerning the provision of Switched Access Service. These obligations are as follows:

7.3.1 Network Management

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of the Company's Network Services.

SWITCHED ACCESS SERVICE (CONT'D)

Service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. Customer will notify Company of anticipated peaked services as stated below. Based on the information provided Company will work cooperatively with Customer to determine the appropriate level of control. In the event that the protective controls applied by Company result in the complete loss of service by Customer, Customer will be granted a credit allowance for service interruption as set forth in Section 9.

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service under Section 4.5.2.

7.4 Obligations of the Customer

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service, as follows:

SWITCHED ACCESS SERVICE (CONT'D)

7.4.1 Report Requirements

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 3.4 preceding. Charges will be apportioned in accordance with those reports. The method for determining the intrastate charges is set forth therein (Section 3.4).

7.4.2 Supervisory Signaling

The Customer's premises equipment shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.

7.4.3 Design of Switched Access Services

It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

RATES AND CHARGES

8.1 Rates for Switched Access Services

There are three types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, usage rates and Non-Recurring Charges.

Monthly Recurring Charges: Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

Usage Rates: Usage rates are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.

Non-Recurring Charges: Non-Recurring charges are one-time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

- (a) **Installation of Service:** Non-Recurring charges apply to each Switched Access Service installed. The charge is applied per line or trunk.

8.1.1 Application of Rates

8.1.1.1 Direct Connect

The Direct Connect rate is assessed based on the total of the monthly Entrance Facilities charge and per minute of use End-Office switching charge. The monthly Entrance Facilities charge consists of a fixed rate based on the type of the facilities, i.e., DS3, and may include a per mile rate. Entrance Facilities charges are contained in Section 14 of Company's S.C.C. Tariff No. 1.

8.1.1.2 Tandem Connect

The Tandem Connect rate is assessed based on the monthly usage charges for End-Office switching, carrier common line, and Tandem Switched Transport.

RATES AND CHARGES (CONT'D)

8.1.2 Billing of Access Minutes

When recording originating calls over FGD with multifrequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FGD ends when the originating FGD entry switch receives disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FGD with multifrequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's Trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FGD ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct Trunk groups and with the receipt of an exit message by the switch for tandem Trunk groups. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed Trunk groups or on tandem routed Trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of termination FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

8.1.3 Rates and Charges

8.1.3.1 Service Implementation

A.	Installation Charge – Per Trunk	
		<u>Non-recurring Charge</u>
	DS0-Voice Grade	\$99.00
	DS1	\$482.00
	DS3	\$528.00

RATES AND CHARGES (CONT'D)

8.1.3.2 Change Charges (Per Order)

	<u>Per Occurrence</u>
A. Service Date	\$10.00
B. Design Changes	\$25.00
C. Expedite Charge	\$100.00

8.1.3.3 Cancellation Charges (Per Order)

\$25.00

8.1.3.4 Switched Access

8.1.3.4.1 Local End Office Switching

Per Access Minute of Use

-Terminating \$0.00100000

8.1.3.4.2 Carrier Common Line Rates

Per Access Minute of Use

\$0.029569

8.1.3.4.3 Switched Transport Usage Rates

Access Rate Per Minute

-Local Transport \$0.000503

-Tandem Switching Charge \$0.001665

RATES AND CHARGES (CONT'D)

8.1.3.4.4 Direct-Trunked Transport

Monthly Recurring Rate

<u>Fixed</u>	<u>Per Mile</u>
-DS0 \$15	\$3
-DS1 \$75	\$30
-DS3 \$900	\$180

8.2 Non-routine Installation/Maintenance Charges

As stated in 2.9, at the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In that case, the following rates apply:

Basic Time - per quarter hour:	\$21.44
Overtime - per quarter hour:	\$28.01
Premium Time - per quarter hour:	\$34.59

8.3 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing.

Issued:

Effective:

Issued by:

Gerald W. Gallimore, President
220 Webbs Mill Road
Floyd, VA 24091