REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO LOCAL EXCHANGE COMMUNICATIONS SERVICES WITHIN THE COMMONWEALTH OF VIRGINIA

This tariff is on file with the Virginia State Corporation Commission and can be viewed at their Division of Communications located in the Tyler Building, 1300 East Main Street, Richmond, Virginia 23219. In addition, this tariff is available for review at the Company's principal place of business Monday – Friday 9:00 AM – 5:00 PM, local time, at 210 Clay Avenue, Lyndhurst, NJ 07071.

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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LOCAL EXCHANGE SERVICE

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EXPLANATION OF SYMBOLS

- (C) To signify changed regulation.
- **(D)** To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- **(R)** To signify reduced rate.
- **(S)** To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

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 Sequence -** 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).

D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists pages 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 services within the Commonwealth of Virginia.

SECTION 2 - DEFINITIONS

Accessories - Devices which are mechanically attached to, or used with, the facilities furnished by a telephone company and which are independent of, and not electrically, 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 to 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 Subscriber to be connected to the service of the Subscriber. An authorized user must be specifically named in the application for service.

Bandwidth - defined range of frequencies.

Baud - 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.

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 required to terminate an interexchange channel at each rate center central office.

SECTION 2 - DEFINITIONS, (Cont'd.)

Commission - Virginia State Corporation Commission.

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

Company – CPV Communications Company, the issuer of this tariff.

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

Connecting Arrangement - 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 orders Service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

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

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

Disconnection of Service – Refers to a complete discontinuance of the Customer's local service upon which the Customer no longer receives local dial tone and cannot place or receive telephone calls over the local line. Service may be disconnected upon the request of the Customer or due to the cancellation of service by the Company as permitted in this tariff. Service that has been disconnected can only be reconnected by reapplying for local service and paying all applicable connection charges.

DSL - Digital Subscriber Line.

End Office - The switching system office or serving wire center where loops are terminated for purposes of interconnection to each other and/or to trunks.

End User - 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.

SECTION 2 - DEFINITIONS, (Cont'd.)

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.

Interoffice Channel - Provides for facilities to connect two different serving central offices for intraexchange services.

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.

Monthly Service - Service that is provided on a month-to-month basis, with no long-term contractual service commitment.

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.

SECTION 2 - DEFINITIONS, (Cont'd.)

Origination Point - The point of demarcation between the Company's facilities and those of the End User.

Premises - The space occupied by a Customer or End User in a building or buildings or contiguous property.

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 continues for the agreed-upon duration of the Service.

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

Service Order - The request for Company Services submitted by the Customer in the format devised by the Company. The submission of a Service Order by the Customer and confirmation thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

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.

Suspension of Service - Refers to a situation in which the Customer's service is temporarily interrupted due to nonpayment of the charges associated with that service. When service is suspended, it may be restored upon the Customer's payment of applicable charges.

Term Service - Service that is provided under an agreement between the Company and the Customer for a period of at least one year. An early termination charge may apply if the Customer cancels service prior to the expiration of the term.

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.

SECTION 3 - 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

- **3.2.1** 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.
- **3.2.2** 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 the Company offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- **3.2.3** 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 Company.
- **3.2.4** 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.
- **3.2.5** 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 of any communications over such facilities and associated equipment.
- **3.2.6** 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.

SECTION 3 - REGULATIONS, (Cont'd.)

3.3 Obligations of the Customer

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

- **3.3.1** The payment of all charges applicable to the Services;
- **3.3.2** Damage or loss of the Company's facilities or equipment caused by the acts or 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 employees or agents of the Company;
- **3.3.3** Providing as specified from time to 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;
- 3.3.4 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 the Customer to demonstrate its compliance with this section prior to accepting a Service Order;

SECTION 3 - REGULATIONS, (Cont'd.)

3.3 Obligations of the Customer, (Cont'd.)

- 3.3.5 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;
- **3.3.6** 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;
- **3.3.7** 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;
- **3.3.8** Keeping the Company's equipment and facilities located on the Customer's premises or rights-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; and
- **3.3.9** 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.

SECTION 3 - REGULATIONS, (Cont'd.)

3.4 Liability of the Company

- **3.4.1** 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 furnished under this tariff.
- 3.4.2 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 or omissions or negligence of the Company's employees or agents.
- 3.4.3 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 acts 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.
- **3.4.4** 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.
- **3.4.5** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

SECTION 3 - REGULATIONS, (Cont'd.)

3.4 Liability of the Company, (Cont'd.)

- **3.4.6** Company shall not be liable for the claims of 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.
- 3.4.7 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 any 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.
- **3.4.8** 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.
- **3.4.9** The Company shall not be liable for any damages resulting from delays in meeting any Service dates.
- **3.4.10** The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which 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.
- **3.4.11** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

SECTION 3 - REGULATIONS, (Cont'd.)

3.4 Liability of the Company, (Cont'd.)

3.4.12 The Customer and any End User, jointly and severally, shall indemnify, defend and hold the Company harmless from claims, loss, damage, expense, 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 a 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 Users 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.

SECTION 3 - 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 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 nor 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 electric 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.

SECTION 3 - REGULATIONS, (Cont'd.)

3.5 Service Connections and Customer Equipment, (Cont'd.)

3.5.1 General, (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.

SECTION 3 - REGULATIONS, (Cont'd.)

3.5 Service Connections and Customer Equipment, (Cont'd.)

3.5.1 General, (Cont'd.)

- 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 caused or related to such unauthorized operation or maintenance of Company's equipment upon 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.
- **J.** Customer agrees to allow Company to remove all Company-provided equipment from Customer or End Users 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 excepted. Customer shall reimburse Company for the unamortized cost of any such equipment in the event the foregoing conditions are not met.

SECTION 3 - REGULATIONS, (Cont'd.)

3.5 Service Connections and Customer Equipment, (Cont'd.)

3.5.1 General, (Cont'd.)

- 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. Customer will submit to Company a complete manufacturers 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 items) 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 Customers expense.

SECTION 3 - REGULATIONS, (Cont'd.)

3.5 Service Connections and Customer Equipment, (Cont'd.)

3.5.2 Limitation of Service Equipment or Facilities

- A. Service is offered subject to the provisions 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.

SECTION 3 - REGULATIONS, (Cont'd.)

3.5 Service Connections and Customer Equipment, (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. The Part 68 registered jacks are: RJ1DC, RJ11C/W, RJ14C/W, RJ14X, RJ15C, RJ17C, RJ18C/W, RJ2DX, RJ2EX, RJ2FX, RJ2GX, RJ2HX, RJ2MB, RJ21X, RJ25C, RJ26X, RJ27X, RJ31M, RJ31X, RJ38X, RJ4MB, RJ41M, RJ41S, RJ45M, RJ45S, RJ48C, RJ48H, RJ48M, RJ48S, RJ48T, RJ48X, RJ61X, RJ71C. All wiring on the Customer's premises that is connected to the telephone network shall connect to the Company's network through the Company provided NID. The Company is responsible for maintenance of the NID. The NID used for the termination of customer premises wiring ("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 a 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.

SECTION 3 - REGULATIONS, (Cont'd.)

3.6 Payment and Rendering of Bills

3.6.1 Deposits

- **A.** The Company may require a deposit from Customers to protect against uncollectible 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 shall 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. Any 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.

SECTION 3 - REGULATIONS, (Cont'd.)

3.6 Payment and Rendering of Bills, (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%.

SECTION 3 - REGULATIONS, (Cont'd.)

3.6 Payment and Rendering of Bills, (Cont'd.)

3.6.2 Billing Procedures, (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, LNP, 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 items shall be separately stated on the Customer's invoice.
- **E.** Returned Checks: In accordance with 20VAC5-414-30, 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.

SECTION 3 - REGULATIONS, (Cont'd.)

3.6 Payment and Rendering of Bills, (Cont'd.)

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 Telephone: 804-371-9420

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

SECTION 3 - REGULATIONS, (Cont'd.)

3.6 Payment and Rendering of Bills, (Cont'd.)

3.6.4 Discontinuance and Restoration of Service

A. Cancellation by the Company

(1) For Nonpayment:

Non-payment of noncompetitive tariffed services regulated by the Virginia State Corporation Commission billed on a Customer's local service account may result in disconnection of that Customer's local telephone service. Examples of services for which non-payment will <u>not</u> result in the disconnection of local service are: toll services (inter or intraLATA), voice mail, Internet, paging and any charges not billed on behalf of the Company; i.e., charges billed for long distance carriers and non-telecommunications carriers; and federally-imposed Customer charges and taxes (and certain state and local charges and taxes) such as the subscriber line charge, local number portability charge, and E911 tax. The Company will note on the Customer bill those items for which non-payment may lead to the disconnection of telephone services.

The Company will not terminate the Customer's local service for non-payment of regulated noncompetitive tariffed services without first giving the Customer ten (10) days written notice.

- (2) 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.
- (3) 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.

SECTION 3 - REGULATIONS, (Cont'd.)

3.6 Payment and Rendering of Bills, (Cont'd.)

3.6.4 Discontinuance and Restoration of Service, (Cont'd.)

A. Cancellation by the Company, (Cont'd.)

- (4) 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.
- (5) 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.

B. 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.

SECTION 3 - REGULATIONS, (Cont'd.)

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. For large interruptions, e.g., switch or large facility failure, restoration notice to each and every Customer may not be practicable.

3.7.1 Credit allowances do not apply to interruptions:

- **A.** caused by the Customer, any End User or any third party;
- **B.** due to failure of power or equipment provided by the Customer or others;
- **C.** during any period in which the Company is not given access to the Premises;
- **D.** due to scheduled maintenance and repair; or
- **E.** due to Acts of God or other events listed in section 3.4.3 preceding.

SECTION 3 - REGULATIONS, (Cont'd.)

3.7 Interruptions of Service and Credit Allowances, (Cont'd.)

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

Length of Service Interruption -Less than 4 hours	Credit 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.

3.7.3 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 days credit will be allowed for any period of twenty-four hours.

SECTION 3 - REGULATIONS, (Cont'd.)

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.

SECTION 3 - REGULATIONS, (Cont'd.)

3.10 Application for Service

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

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.

SECTION 3 - REGULATIONS, (Cont'd.)

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.

SECTION 3 - REGULATIONS, (Cont'd.)

3.12 Maintenance and Testing

- **3.12.1** 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.
- 3.12.2 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.

SECTION 3 - REGULATIONS, (Cont'd.)

3.13 Special Construction

- **3.13.1** 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. These costs are calculated as the cost to the Company plus an administrative charge, minus any credit for salvage or reuse. Such special construction includes:
 - **A.** underground construction where aerial construction would usually be provided,
 - **B.** submarine cable,
 - **C.** 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,
 - **D.** routing facilities different from that which the Company would normally utilize,
 - **E.** expedition of the construction of facilities at greater expense that would otherwise be incurred.

SECTION 3 - REGULATIONS, (Cont'd.)

3.13 Special Construction, (Cont'd.)

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

A. Outside Plant Construction

(1) 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.

(2) 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.

B. Facilities up to the Network Interface

(1) 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.

SECTION 3 - REGULATIONS, (Cont'd.)

3.13 Special Construction, (Cont'd.)

3.13.2 (Cont'd.)

B. Facilities up to the Network Interface (Cont'd.)

- (2) 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 which is acceptable to the Company.
- (3) 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

C. Determination of Channel Mileage

To determine the rate distance between any two rate centers proceed as follows.

- (1) Obtain the "V" and "H" coordinates for each rate center from the Company or national publications such as NECA or Telcordia.
- (2) Obtain the difference between the "V" coordinates of the two rate centers. Obtain the difference between the "H" coordinates.

 Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
- (3) Square each difference obtained in (2) preceding.
- (4) Add the squares of the "V" difference and "H" difference obtained in (3) preceding.
- (5) Divide the sum of the squares obtained in (4) preceding by ten. Round to the next higher integer if any fraction is obtained.
- Obtain the square root of the result obtained in (5) preceding. This is the rate distance in miles with fractional miles being considered full miles.

SECTION 4 - EXCHANGE SERVICE DESCRIPTION

4.1 Local Exchange Access Service

4.1.1 General

Local Exchange Access Service is available to business Customers only. Local Exchange Access Service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Local Exchange Access Service enables users to:

- receive calls from other stations on the public switched telecommunications network;
- access other services offered by the Company;
- access certain intrastate, interstate and international calling services provided by the Company.
- access the Company's operators and business office for service related assistance; and
- access emergency services by dialing 0-or 9-1-1.

Each Local Exchange Access Service is delivered to a demarcation/connection block at the Customer's premise. The following Local Exchange Access Services are offered:

Basic Business Lines
PBX Trunks
DID Service
DS-1 Service
ISDN-Primary Rate Interface (PRI)
Local Calling Service

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.1 Local Exchange Access Service, (Cont'd.)

4.1.2 Restrictions and Limitations

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

4.1.3. Application of Rates

Recurring charges for local exchange access services are billed monthly in advance. Usage charges are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

A. Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 1. Calls are measured in durational increments identified for each service.

 All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 2. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 4. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- **5.** All times refer to local time.

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.1 Local Exchange Access Service, (Cont'd.)

4.1.3. Application of Rates, (Cont'd.)

B. Measured Service Mileage Calculation

The airline mileage between any two rate centers is calculated by using the "V" and "H" coordinates of the rate centers, it may be obtained from the Company as well as national organizations such as Telcordia, in the following manner:

The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center.

Step 2: Obtain the difference between the "V" coordinates and the difference between the "H" coordinates of the two rate centers. (Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

Step 3: Divide each of the differences obtained in Step 2 by three, rounding each quotient to the nearer integer.

Step 4: Square these two integers and add the two squares. If the sum of the squares is greater than 1777, divide the integers obtained in Step 3 by three and repeat this step. Repeat this process until the sum of the squares obtained in this step is less than 1778.

Step 5: The number of successive divisions by three in Step 3 and Step 4 determines the value of "N". Multiply the final sum of the two squares obtained in Step 4 above by the multiplier specified in the following table for this value of "N" preceding.

Multiplier	Minimum Rate Mileage
0.9	
8.1	41
72.9	121
656.1	361
	0.9 8.1 72.9

Step 6: Obtain the square root of the product in Step 5 and, with any resulting fraction, round up to the next higher integer. This is the message rate mileage except that when the mileage so obtained is less the minimum rate shown in Step 5 preceding, the minimum rate mileage corresponding to the "N" value is applicable.

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.1 Local Exchange Access Service, (Cont'd.)

4.1.4 Basic Business Line

A. Description

Basic Business Line Service provides a Customer with a single, voice-grade communications channel which can be used to place and receive one call at a time. Business Lines are provided for connection of single station sets, facsimile machines or computer modems to the public switched telecommunications network.

B. Rates and Charges

(1) Non-Recurring Charges

Non-recurring charges set forth in Section 5 apply.

(2) Monthly Recurring Charges

	<u>Initial Line</u>	Each Additional Line
Rate Class 1	\$15.85	\$15.85
Rate Class 2	\$15.85	\$15.85
Rate Class 3	\$15.85	\$15.85
Rate Class 4	\$15.15	\$15.15
Rate Class 5	\$15.15	\$15.15
Rate Class 6	\$14.80	\$14.80
Rate Class 7	\$14.55	\$14.55
Rate Class 8	\$13.90	\$13.90
Rate Class 8a	\$13.90	\$13.90
Rate Class 8b	\$13.90	\$13.90

(3) Usage Charges

Usage charges applicable to calling within the Customer's Local Calling Area are set forth in Section 4.1.9.

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.1 Local Exchange Access Service, (Cont'd.)

4.1.5 PBX Trunk Service

A. Description

PBX Trunk Service provides a Customer with a single, voice-grade communications channel which can be used to place and receive one call at a time. PBX Trunks are provided for connection of PBX Switching Equipment or similar equipment to the public switched telecommunications network.

B. Rates and Charges

(1) Non-Recurring Charges

Non-recurring charges set forth in Section 5 apply.

(2) Monthly Recurring Charges

	<u>Initial Line</u>	Additional Line
Rate Class 1	\$15.85	\$15.85
Rate Class 2	\$15.85	\$15.85
Rate Class 3	\$15.85	\$15.85
Rate Class 4	\$15.15	\$15.15
Rate Class 5	\$15.15	\$15.15
Rate Class 6	\$14.80	\$14.80
Rate Class 7	\$14.55	\$14.55
Rate Class 8	\$13.90	\$13.90
Rate Class 8a	\$13.90	\$13.90
Rate Class 8b	\$13.90	\$13.90

(3) Usage Charges

Usage charges applicable to calling within the Customer's Local Calling Area are set forth in Section 4.1.9.

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.1 Local Exchange Access Service, (Cont'd.)

4.1.6 DID Service

A. Description

Direct Inward Dialing (DID) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID Service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID Service at a Customer's location. DID Service can be applied to PBX Trunk Service, DS-1 trunks, ISDN -PRI as described in this section. DID charges apply in addition to any PBX Trunk Service. DID service may require special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer. Charges for DID Number Blocks will also apply.

B. DID Number Rates and Charges

	Monthly Recurring Charge	Non-Recurring Charge
First 20 DID numbers Each additional block	\$20.00	\$0.00*
of 20 Numbers	\$20.00	\$0.00*

^{*} If DID numbers are installed with the DID Trunks. If DID numbers are installed at a later date, a \$99.50 charge will apply per service order.

C. DID Trunk Rates and Charges

	Monthly Recurring Charge	Non-Recurring Charge
DID Trunk	\$45.00 initial	\$99.50 initial
	\$45.00 additional	\$99.50 additional

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.1 Local Exchange Access Service, (Cont'd.)

4.1.7 DS-1 Service

A. Description

DS-1 service is a dedicated, high capacity, full duplex channel with line speeds of 1.544 Mbps. DS-1 Service has the equivalent capacity of 24 Voice Grade services of 24 DS-0 channels and is provided only where facilities are available and is subject to the technical limitations of the equipment used by the Company. DS-1 service is provided between a Customer's premises and a Company-designated central office.

B. Rates and Charges

DS-1 circuit Monthly Recurring Charge Non-Recurring Charge \$ 350 \$ 559

Usage charges applicable to calling within the Customer's Local Calling Area are set forth in Section 4.1.9.

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.1 Local Exchange Access Service, (Cont'd.)

4.1.8 Integrated Services Digital Network – Primary Rate Interface

A. Description

ISDN Primary Rate Interface (ISDN-PRI) provides integrated digital channels for voice, data and video applications. ISDN-PRI is a dedicated T1 link to the telecommunications network for local outbound and/or DID Service. The basic channel structure is twenty-three 64 Kbps B channels and one 64 Kbps D channel. The B channels may be used to connect the PBX or ISDN compatible CPE to the public circuit switched network. The D channel carries the signaling and call set-up information for the B channels. ISDN-PRI is a service for the transmission of digital signals only. ISDN-PRI is provided within a LATA from wire centers where appropriate ISDN facilities are available, as determined by the Company's network configuration. ISDN/PRI is available only to Customers who have compatible Customer Premises Equipment (CPE). This CPE equipment (hardware and software) is the responsibility of the Customer. No additional DID Trunk charges will apply when ISDN-PRI is used for DID Service. DID number charges will still apply as described in Section 5.3.

B. Rates and Charges

ISDN-PRI \$450.00 S750.00 S750.00

Usage charges applicable to calling within the Customer's Local Calling Area are set forth in Section 4.1.9.

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.1 Local Exchange Access Service, (Cont'd.)

4.1.9 Local Calling Service

A. Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided Local Exchange Access Line to all other stations on the public switched telephone network within the local exchange area as defined in Section 4.7. Local Calling Service also allows Customers to presubscribe to an intraLATA and interexchange carrier. The rates set forth in this section apply to all direct dialed calls completed by the Company.

There are two pricing options for Local Calling: Message Rate and Measured Rate. Under the Message Rate option, local usage charges are assessed on a per call (per message) basis for calls placed within the Customer's local calling area. The total monthly usage charge is rounded up to the next penny. Under the Measured Rate option, local usage charges for calls placed within the Customer's local calling area are assessed on a per minute basis, based on the time-of –day the call is placed and call duration. Calls are rated in one-minute increments, with fractional minutes rounded up to the next minute. The total usage charge for each call is rounded up to the next penny.

B. Message Rate

Switched Access Customers	Per Message \$0.105
Dedicated Access Customers	\$0.105

C. Measured Rate

(1) Day: 8:00 am up to, but not including, 5:00 pm weekdays

Mileage	First	Each Add'l
· ·	Minute	Minute
0-8	\$0.0361	\$0.0206
9-13	\$0.0515	\$0.0206
14-18	\$0.0556	\$0.0299
19-23	\$0.0773	\$0.0371
24-28	\$0.0865	\$0.0412
29-38	\$0.0876	\$0.0412
39-48	\$0.0876	\$0.0494

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

- 4.1 Local Exchange Access Service, (Cont'd.)
 - 4.1.9 Local Calling Service, (Cont'd.)
 - C. Measured Rate, (Cont'd.)
 - (2) Evening: 5:00 pm up to, but not including, 11:00 pm weekdays

Mileage	First	Each Add'l
	Minute	Minute
0-8	\$0.0261	\$0.0124
9-13	\$0.0309	\$0.0124
14-18	\$0.0330	\$0.0175
19-23	\$0.0391	\$0.0206
24-28	\$0.0515	\$0.0247
29-38	\$0.0546	\$0.0278
39-48	\$0.0556	\$0.0278

(3) Night/Weekend: 11:00 pm up to, but not including 8:00 am weekdays and all day Saturday and Sunday

First	Each Add'l
Minute	Minute
\$0.0144	\$0.0082
\$0.0206	\$0.0082
\$0.0216	\$0.0113
\$0.0258	\$0.0134
\$0.0340	\$0.0165
\$0.0361	\$0.0185
\$0.0371	\$0.0185
	Minute \$0.0144 \$0.0206 \$0.0216 \$0.0258 \$0.0340 \$0.0361

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.2 Service Areas and Rate Groups

The Company provides service in the exchange areas served by the Verizon Virginia, Inc.

4.2.1 Multizone Exchanges

In three highly populated areas of the state the exchanges, for tariff simplification purposes, have been consolidated under one unified name for each area, which is as follows:

- **A.** The Newport News Metropolitan Exchange Area (NNMEA) embraces Newport News and certain suburban areas, including: Hampton, Newport News, Peninsula and Poquoson.
- **B.** The Norfolk Metropolitan Exchange Area (NMEA) embraces Norfolk and certain suburban areas, including: Norfolk-Virginia Beach, Portsmouth, which are served by this Company; and Princess Anne, Great Bridge and Hickory which are served by Verizon South, Inc.
- C. The Washington Metropolitan Exchange Area (WMEA) embraces the District of Columbia and certain suburban areas in Virginia and Maryland. The WMEA comprises zones designated as follows: Alexandria-Arlington (Va.), Berwyn (Md.), Bethesda (Md.), Bowie-Glenn Dale (Md.), Capitol Heights (Md.), Clinton (Md.), Fairfax-Vienna (Va.), Falls Church-McLean (Va.), Hyattsville (Md.), Kensington (Md.), Layhill (Md.), Marlboro (Md.), Oxon Hill (Md.), Rockville (Md.), Silver Spring (Md.) and Washington (D.C.).

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.2 Service Areas and Rate Groups, (Cont'd.)

4.2.2 Exchange and Zone Rate Classes and Local Service Areas

Each exchange or zone is assigned to rate classes for the application of exchange service rates according to the combined total of the number of dial tone lines in its local service area, and extended calling area.

The first Rate Class number denotes the applicable Rate Class for Local Exchange Access Service Lines with Message Rate Service.

The second Rate Class number denotes the applicable Rate Class Local Exchange Access Service Lines with Measured Rate Service.

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.2 Service Areas and Rate Groups, (Cont'd.)

4.2.2 Exchange and Zone Rate Classes and Local Service Areas, (Cont'd.)

Exchange	Rate Class	Local Calling Exchanges
Alexandria- Arlington	8,8	All zones of the WMEA, Arcola, Braddock, Catoctin, Dulles, Dulles Metro, Engleside, Herndon, Leesburg, Lorton, Lorton Metro
Appalachia	4,3	Appalachia, Big Stone Gap, Norton, Pennington Gap, Wise
Ashland	8b,7	Ashland, Bethia, Chester, Hanover, Manakin, Mechanicsville, Midlothian, Richmond, Rockville, Sandston, Varina
Bedford	7,6	Bedford, Buchanan, Big Island, Lynchburg, Montvale, Roanoke, Stone Mountain
Belle Haven	4,3	Belle Haven, Eastville, Onancock
Bent Mountain	7,6	Bent Mountain, Locust Grove, Roanoke, Salem, Shawsville
Berryville	6.5	Berryville, Bluemont, Boyce, Stephens City, Upperville, Winchester
Bethia	8b,7	Amelia, Ashland, Bethia, Chester, Dinwiddie, Manakin, Mechanicsville, Midlothian, Petersburg, Powhatan, Richmond, Rockville, Sandston, Varina
Big Island	6,5	Allwood, Bedford, Big Island, Buchanan, Lynchburg

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.2 Service Areas and Rate Groups, (Cont'd.)

4.2.2 Exchange and Zone Rate Classes and Local Service Areas, (Cont'd.)

Exchange	Rate Class	Local Calling Exchanges
Big Stone Gap	5,3	Appalachia, Big Stone Gap, Norton, Pennington Gap, Wise
Blacksburg	6,6	Blacksburg, Christiansburg, Dublin, Pearisburg, Pulaski, Radford, Salem, Shawsville
Bluemont	6,5	Berryville, Bluemont, Catoctin, Leesburg, Middleburg, Mount Gilead, Upperville
Boyce	6,5	Berryville, Boyce, Stephens City, Upperville, Winchester
Braddock	8a,8a	Alexandria-Arlington, Arcola, Braddock, Dale City, Dulles, Dulles Metro, Engleside, Fairfax - Vienna, Falls Church - McLean, Herndon, Leesburg, Lorton, Lorton Metro, Manassas, Washington, D.C.
Brokenburg	6,6	Brokenburg, Chancellor, Fredricksburg, Ladysmith, Mineral, Spotsylvania, Unionville
Buchanan	7,6	Bedford, Big Island, Buchanan, Fincastle, Montvale, Roanoke, Troutville

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.2 Service Areas and Rate Groups, (Cont'd.)

4.2.2 Exchange and Zone Rate Classes and Local Service Areas, (Cont'd.)

Exchange	Rate Class	Local Calling Exchanges
Calverton	6,5	Calverton, Hartwood, Haymarket, Nokesville, Remington, Triangle, Warrenton
Cape Charles	8b,7	Cape Charles, Eastville, Great Bridge, Hickory, Norfolk-Va. Beach Zone, Portsmouth, Princess Anne
Cartersville	8b,8b	Cartersville, Cumberland, Farmville, Fife, Powhatan
Catoctin	8b,7	Alexandria-Arlington, Bluemont, Catoctin, Fairfax-Vienna, Falls Church-McLean, Herndon, Leesburg, Mount Gilead
Charles City	8b,7	Charles City, Claremont, Enon, Hopewell, Providence Forge, Richmond, Surry, Toano, Varina, Williamsburg
Chatham	6,4	Bachelors Hall, Chatham, Danville, Whitmell
Chester	8b,7	Ahsland, Bethia, Chester, Enon, Hopewell, Manakin, Mechanicsville, Midlothian, Petersburg, Richmond, Rockville, Sandston, Varina
Chincoteague	3,2	Chincoteague, Temperanceville
Christiansburg	7,6	Alum Ridge, Blacksburg, Christiansburg, Dublin, Locust Grove, Pulaski, Radford, Roanoke, Salem, Shawsville

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.2 Service Areas and Rate Groups, (Cont'd.)

4.2.2 Exchange and Zone Rate Classes and Local Service Areas, (Cont'd.)

Exchange	Rate Class	Local Calling Exchanges
Clinchco	3,2	Clinchco, Clintwood, Coeburn, Dante, Davenport, Haysi
Clintwood	5,4	Clinchco, Clintwood, Coeburn, Dante, Haysi, Pound, Wise
Clover	4,3	Barnesville, Charlotte Court House, Clover, Drakes Branch, Halifax, South Boston
Coeburn	5,4	Clinchco, Clintwood, Coeburn, Dante, Norton, St. Paul, Wise
Concord	6,6	Appomattox, Concord, Gladstone, Lynchburg, Pamplin, Rustburg
Craigsville	6,4	Craigsville, Staunton
Criglersville	6,4	Criglersville, Culpeper, Madison, Orange, Shenandoah Park, Sperryville
Crows-Hematite	5,3	Clifton Forge, Covington, Crows-Hematite, White Sulphur Springs, W. Va

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.2 Service Areas and Rate Groups, (Cont'd.)

4.2.2 Exchange and Zone Rate Classes and Local Service Areas, (Cont'd.)

Exchange	Rate Class	Local Calling Exchanges
Culpeper	7,6	Criglersville, Chancellor, Culpeper, Hartwood, Madison, Marshall, Orange, Remington, Sperryville, Unionville, Warrenton, Washington
Cumberland	8b,8b	Arvonia, Buckingham, Cartersville, Cumberland, Dillwyn, Farmville, Powhatan, Prospect
Cumberland Gap	5,3	Cumberland Gap, Tenn., Cumberland Gap, Va., Fork Ridge, Tenn., Jonesville, Middleboro, Ky., New Tazewell, Tenn., Pennington Gap, Sharpe's, Chapel, Tenn.
Dante	5,3	Clinchco, Clintwood, Coeburn, Dante, Davenport, Haysi, Lebanon, Saint Paul
Danville	5,5	Axton, Bachelors Hall, Chatham, Danville, Gatewood, N.C., Milton, N.C., Whitmell
Davenport	5,4	Big Prater, Clinchco, Dante, Davenport, Grundy, Haysi, Honaker, Jewell Ridge, Lebanon, Oakwood, Richlands
Dinwiddie	8b,8b	Bethia, Dinwiddie, Disputanta, McKenney, Petersburg, Stony Creek
Dublin	6,5	Blacksburg, Christiansburg, Dublin, Pearisburg, Pulaksi, Radford
Eastville	5,5	Belle Haven, Cape Charles, Eastville

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.72 Service Areas and Rate Groups, (Cont'd.)

4.2.2 Exchange and Zone Rate Classes and Local Service Areas, (Cont'd.)

Exchange	Rate Class	Local Calling Exchanges
Engleside	8a,8a	Alexandria-Arlington, Braddock, Dulles, Dulles Metro, Engleside, Fairfax-Vienna, Falls Church-McLean, Herndon, Lorton, Lorton Metro, Occoquan, Washington, D.C.
Enon	7,7	Charles City, Chester, Claremont, Enon, Hopewell, Petersburg, Varina
Fairfax-Vienna	8,8	All zones of the WMEA, Arcola, Braddock, Catoctin, Dulles, Dulles Metro, Engleside, Herndon, Leesburg, Lorton, Lorton Metro
Falls Church McLean	8,8	All zones of the WMEA, Arcola, Braddock, Catoctin, Dulles. Dulles Metro, Engleside, Herndon, Leesburg, Lorton, Lorton Metro
Fife	8b,8b	Cartersville, Fife, Goochland, Louisa, Mineral, Powhatan
Fredericksburg	6,6	Bowling Green, Brokenburg, Chancellor, Colonial Beach, Fredericksburg, Hartwood, King George, Port Royal, Spotsylvania, Stafford
Gainesboro	5,5	Gainesboro, Gore, Winchester
Goochland	8b,7	Fife, Goochland, Manakin, Mineral, Powhatan, Richmond, Rockville

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.2 Service Areas and Rate Groups, (Cont'd.)

4.2.2 Exchange and Zone Rate Classes and Local Service Areas, (Cont'd.)

Exchange	Rate Class	Local Calling Exchanges
Gordonsville	7,5	Charlottesville, Gordonsville, Louisa, Orange, Unionville
Gore	6,5	Capon Bridge, W. Va., Gainesboro, Gore, Winchester
Greenwood	6,6	Charlottesville, Crozet, Greenwood, Lovingston
Hampton	8b,7	All zones of the NNMEA Zone, Chuckatuck, Crittenden, Gloucester, Great Bridge, Hayes, Hickory, Norfolk-Va. Beach Zone, Portsmouth Zone, Princess Anne, Smithfield, Suffolk, Surry, Toano, Williamsburg, Windsor
Hartwood	7,6	Calverton, Chancellor, Culpeper, Fredericksburg, Hartwood, Remington, Stafford, Triangle
Haysi	6,4	Big Prater, Clinchco, Clintwood, Dante, Davenport, Haysi, Honaker, Lebanon, Maxie, Richlands
Herndon	8a,8a	Alexandria-Arlington, Arcola, Braddock, Catoctin, Dulles, Dulles Metro, Engleside, Fairfax-Vienna, Falls Church-McLean, Herndon, Leesburg, Lorton, Lorton Metro, Washington, D.C.

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.2 Service Areas and Rate Groups, (Cont'd.)

4.2.2 Exchange and Zone Rate Classes and Local Service Areas, (Cont'd.)

Exchange	Rate Class	Local Calling Exchanges
Honaker	6,4	Davenport, Grundy, Haysi, Honaker, Jewell Ridge, Lebanon, Oakwood, Richlands, Tazewell
Hopewell	8b,8b	Charles City, Chester, Claremont, Disputanta, Enon, Hopewell, Petersburg, Waverly
Jonesville	3,2	Cumberland Gap, Jonesville, Pennington Gap, St. Charles
Lebanon	5,4	Dante, Davenport, Haysi, Honaker, Jewell Ridge, Lebanon, Richlands, St. Paul
Leesburg	8b,7	Alexandria-Arlington, Arcola, Bluemont, Braddock, Catoctin, Dulles, Dulles Metro, Fairfax-Vienna, Falls Church-McLean, Herndon, Leesburg, Middleburg, Mount Gilead
Louisa	5,3	Fife, Gordonsville, Louisa, Mineral, Orange, Unionville
Lovingston	7,5	Amherst, Charlottesville, Gladstone, Greenwood, Lovingston, Piney River, Raphine, Sweet Briar

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.2 Service Areas and Rate Groups, (Cont'd.)

4.2.2 Exchange and Zone Rate Classes and Local Service Areas, (Cont'd.)

Exchange	Rate Class	Local Calling Exchanges
Lynchburg	6,6	Allwood, Altavista, Amherst, Appomattox, Bedford, Big Island, Concord, Gladstone, Gretna, Hurt, Lynchburg, Pamplin, Renan, Rustburg, Stone Mountain, Sweet Briar
Madison	6,4	Criglersville, Culpeper, Madison, Orange, Shenandoah Park
Manakin	8b,7	Ashland, Bethia, Chester, Goochland, Manakin, Mechanicsville, Midlothian, Powhatan, Richmond, Rockville, Sandston, Varina
Marshall	6,5	Culpeper, Marshall, Middleburg, The Plains, Upperville, Warrenton
McKenney	8b,8b	Alberta, Dinwiddie, Emporia, McKenney, Petersburg, Stony Creek
Mechanicsville	7,7	Ashland, Bethia, Chester, Dawn, Hanover, Manakin, Mechanicsville, Midlothian, Old Church, Providence Forge, Richmond, Rockville, Sandston, Varina

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.2 Service Areas and Rate Groups, (Cont'd.)

4.2.2 Exchange and Zone Rate Classes and Local Service Areas, (Cont'd.)

Exchange	Rate Class	Local Calling Exchanges
Middleburg	6,5	Arcola, Bluemont, Haymarket, Leesburg, Marshall, Middleburg, Mount Gilead, The Plains, Upperville
Midlothian	7,7	Amelia, Ashland, Bethia, Chester, Manakin, Mechanicsville, Midlothian, Powhatan, Richmond, Rockville, Sandston, Varina
Mineral	5,3	Brokenburg, Fife, Goochland, Ladysmith, Louisa, Mineral, Unionville
Montvale	7,6	Bedford, Buchanan, Montvale, Roanoke, Salem, Stone Mountain
Mount Gilead	6,5	Bluemont, Catoctin, Leesburg, Middleburg, Mount Gilead, Upperville
Narrows	3,3	Narrows, Pearisburg, Peterstown. W. Va., Rocky Gap
Newport News Zone	8b,7	Chuckatuck, Crittenden, Gloucester, Great Bridge, Hayes, Hickory, All zones of the NNMEA, Norfolk-Va. Beach Zone, Portsmouth Zone, Princess Anne, Smithfield, Suffolk, Surry, Toano, Williamsburg, Windsor

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.2 Service Areas and Rate Groups, (Cont'd.)

4.2.2 Exchange and Zone Rate Classes and Local Service Areas, (Cont'd.)

Exchange	Rate Class	Local Calling Exchanges
Norfolk-Virginia Beach	8b,7	All zones of the NMEA, Cape Charles, Chuckatuck, Crittenden, Franklin, Holland, Knotts Is., N.C., All zones of the NNMEA, Smithfield, Suffolk, Whaleyville, Windsor
Norton	5,4	Appalachia, Big Stone Gap, Coeburn, Norton, Pound, Wise
Onancock	5,4	Belle Haven, Onancock, Parksley
Orange	6,4	Chancellor, Criglersville, Culpeper, Gordonsville, Louisa, Madison, Orange, Unionville
Parksley	4,4	Onancock, Parksley, Temperancesville
Pearisburg	6,4	Blacksburg, Dublin, Narrows, Pearisburg, Pembroke, Pulaski, Radford
Peninsula Zone	8b,7	All zones of the NNMEA, Chuckatuck, Crittenden, Gloucester, Great Bridge, Hayes, Hickory, Norfolk-Va. Beach Zone, Portsmouth Zone, Princess Anne, Smithfield, Suffolk, Surry, Toano, Williamsburg, Windsor

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.2 Service Areas and Rate Groups, (Cont'd.)

4.2.2 Exchange and Zone Rate Classes and Local Service Areas, (Cont'd.)

Exchange	Rate Class	Local Calling Exchanges
Pennington Gap	4,3	Appalachia, Big Stone Gap, Cumberland Gap, Jonesville, Pennington Gap, Saint Charles
Petersburg	8b,8b	Bethia, Chester, Claremont, Dinwiddie, Disputanta, Enon, Hopewell, McKenney, Petersburg, Stoney Creek, Waverly
Piney River	7,7	Allwood, Amherst, Lovingston, Piney River, Raphine, Sweet Briar
Poquoson Zone	8b,7	Chuckatuck, Crittenden, Gloucester, Great Bridge, Hayes, Hickory, All zones of the NNMEA, Norfolk-Va. Beach Zone, Portsmouth Zone, Princess Anne, Smithfield, Suffolk, Surry, Toano, Williamsburg, Windsor
Portsmouth Zone	8b,7	All zones of the NMEA, All zones of the NNMEA, Cape Charles, Chuckatuck, Crittenden, Franklin, Holland, Knotts Is., N.C., Smithfield, Suffolk, Whaleyville, Windsor
Pound	5,4	Clintwood, Norton, Pound, Wise
Powhatan	8b,7	Amelia, Bethia, Cartersville, Cumberland, Fife, Goochland, Manakin, Midlothian, Powhatan, Richmond

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.2 Service Areas and Rate Groups, (Cont'd.)

4.2.2 Exchange and Zone Rate Classes and Local Service Areas, (Cont'd.)

Exchange	Rate Class	Local Calling Exchanges
Providence Forge	8b,7	Charles City, Mechanicsville, Old Church, Providence Forge, Richmond, Sandston, Toano, Varina, West Point, Williamsburg
Pulaksi	6,5	Blacksburg, Christiansburg, Dublin, Pearisburg, Pulaksi, Radford
Radford	6,6	Blacksburg, Christiansburg, Dublin, Pearisburg, Pulaski, Radford
Remington	6,5	Calverton, Culpeper, Hartwood, Remington, Warrenton
Richmond S.E N.E. S.W. N.W.	7,7	Amelia, Ashland, Bethia, Charles City, Chester, Goochland, Hanover, Manakin, Mechanicsville, Midlothian, Old Church, Powhatan, Providence Forge, Richmond, Rockville, Sandston, Varina
Roanoke	7,7	Bedford, Bent Mountain, Boones Mill, Buchanan, Burnt Chimney, Christiansburg, Eagle Rock, Fincastle, Montvale, New Castle, Roanoke, Salem, Shawsville, Stone Mountain, Troutville
Rockville	8b,7	Ashland, Bethia, Chester, Goochland, Manakin, Mechanicsville, Midlothian, Richmond, Rockville, Sandston, Varina

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.2 Service Areas and Rate Groups, (Cont'd.)

4.2.2 Exchange and Zone Rate Classes and Local Service Areas, (Cont'd.)

Exchange	Rate Class	Local Calling Exchanges
Saint Charles	3,3	Jonesville, Pennington Gap, Saint Charles
Saint Paul	3,3	Coeburn, Dante, Lebanon, Saint Paul
Salem	7,6	Bent Mountain, Blacksburg, Christiansburg, Montvale, New Castle, Roanoke, Salem, Shawsville, Troutville
Sandston	7,7	Ashland, Bethia, Chester, Manakin, Mechanicsville, Midlothian, Providence Forge, Richmond, Rockville, Sandston, Varina
Shawsville	7,6	Bent Mountain, Blacksburg, Christiansburg, Roanoke, Salem, Shawsville
Shenandoah Park	4,3	Criglersville, Luray, Madison, Shenandoah Park, Sperryville, Stanley
Sperryville	5,4	Criglersville, Culpeper, Shenandoah Park, Sperryville, Washington, Va.
Spotsylvania	6,5	Bowling Green, Brokenburg, Chancellor, Fredericksburg, Ladysmith, Spotsylvania

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.2 Service Areas and Rate Groups, (Cont'd.)

4.2.2 Exchange and Zone Rate Classes and Local Service Areas, (Cont'd.)

Exchange	Rate Class	Local Calling Exchanges
Staunton	6,6	Bridgewater, Craigsville, New Hope, Raphine, Staunton, Weyers Cave
Stephens City	5,5	Berryville, Boyce, Stephens City, Winchester
Stone Mountain	7,6	Bedford, Burnt Chimney, Lynchburg, Montvale, Roanoke, Stone Mountain
Suffolk	8b,7	All zones of the NNMEA, Chuckatuck, Crittenden, Franklin, Great Bridge, Hickory, Holland, Norfolk-Va. Beach Zone, Portsmouth Zone, Princess Anne, Smithfield, Suffolk, Whaleyville, Windsor
Tangier	3,3	Tangier
Temperanceville	4,4	Chincoteague, Parksley, Pocomoke, Md., Temperanceville
The Plains	5,4	Haymarket, Marshall, Middleburg, The Plains, Warrenton
Toano	7,6	All zones of the NNMEA, Charles City, Claremont, Providence Forge, Smithfield, Surry, Toano, West Point, Williamsburg
Unionville	7,7	Brokenburg, Chancellor, Culpeper, Gordonsville, Louisa, Mineral Orange, Unionville

SECTION 4 - EXCHANGE SERVICE DESCRIPTION, (Cont'd.)

4.2 Service Areas and Rate Groups, (Cont'd.)

4.2.2 Exchange and Zone Rate Classes and Local Service Areas, (Cont'd.)

Exchange	Rate Class	Local Calling Exchanges
Upperville	6,4	Berryville, Bluemont, Boyce, Marshall, Middleburg, Mount Gilead, Upperville, Warrenton
Varina	7,7	Ashland, Bethia, Charles City, Chester, Enon, Manakin, Mechanicsville, Midlothian, Providence Forge, Richmond, Rockville, Sandston, Varina
Warrenton	6,5	Calverton, Culpeper, Haymarket, Marshall, Remington, The Plains, Upperville, Warrenton
Waverly	8b,8b	Capron, Claremont, Courtland, Dendron, Disputanta, Hopewell, Petersburg, Stony Creek, Surry, Wakefield, Waverly
West Point	8b,8b	King and Queen, King William, Providence Forge, Toano, West Point, Williamsburg
Whaleyville	8b,7	Chuckatuck, Crittenden, Franklin, Great Bridge, Hickory, Holland, Norfolk-Va. Beach Zone, Portsmouth Zone, Princess Anne, Smithfield, Suffolk, Whaleyville, Windsor
Williamsburg	7,6	All zones of the NNMEA, Charles City, Claremont, Gloucester, King & Queen, Providence Forge, Smithfield, Surry, Toano, West Point, Williamsburg
Winchester	5,5	Berryville, Boyce, Gainesboro, Gore, Stephens City, Winchester
Wise	5,4	Appalachia, Big Stone Gap, Clintwood, Coeburn, Norton, Pound, Wise

SECTION 5 – SERVICE CHARGES

5.1 Service Order Processing Charge

Service Order Processing Charges apply to the receipt, recording and processing of Customer orders for work to be done.

Following are several types of service orders and the non-recurring charges:

Service Order description:	Non-Recurring Charge (per service order):
Service establishment or relocation	\$37.20
Moves, changes, or additions	\$18.50
Record order change	\$17.00

5.2 Service Connection Charge

Service Connection Charges apply for the work associated with the installation of exchange access lines from the serving central office up to and including the rate demarcation point on the Customer's premises.

These work functions include, but are not limited to, central office cross connect work, work done with distribution facilities outside of the central office and connection of drop wire to the network interface device at the Customer's premise.

Service Connection description:	Non-Recurring Charge (per line):		
Connect new or additional exchange access	\$27.50		
lines/PBX Trunks			
Change existing exchange access lines/PBX Trunks	\$17.80		
or install features			

SECTION 5 – SERVICE CHARGES, (Cont'd.)

5.3 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 dialtone test results or whether a NID exists or not.

Maintenance Visit Charge, per visit:	Non-Recurring Charge
Business, nondata	\$66.00
Business, data	\$94.00

All wire and equipment charges are in addition to any maintenance visit charges.

5.4 Restoration of Service

A Restoration of Service charge applies to the restoration of suspended service and facilities because of non-payment of bills. The Customer may be required to provide a deposit at the time of service restoration.

Restoration of Service Charge, Per Line

Non-Recurring Charge
\$25.94

SECTION 6 - PREMIUM LOCAL EXCHANGE SERVICES

6.1 General

Premium Local Exchange Services are features and services that can be purchased in addition to the basic Local Exchange Access Services described in Section 4.

The following Premium Local Exchange Services are offered:

Local Exchange Features Listing Services Directory Assistance Operator Services

Features are available where equipment and facilities exist.

6.2 Local Exchange Features

6.2.1 Blocking Features

A Blocking Service

Blocking Service is a feature that permits a Customer to restrict his/her telephone for outgoing calls to various services.

	Monthly Charge	<u>Install</u>
700/99 Block	\$0.00	\$0.00
Local Toll Block	\$0.00	\$0.00
Long Distance Block	\$0.00	\$0.00
International Block	\$0.00	\$0.00

B. Call Block

Call Block provides Customers with a way to block incoming calls from up to a maximum of six telephone numbers. Call Block routes calls to a standard announcement.

	Monthly Charge	<u>Install</u>
Per Line	\$5.40	\$0.00

SECTION 6 – PREMIUM LOCAL EXCHANGE SERVICES, (Cont'd.)

6.2. Local Exchange Features, (Cont'd.)

6.2.1 Blocking Features, (Cont'd.)

C. Per Call Blocking

The calling party can prevent the number and name from appearing on the called party's Caller ID or Caller ID with Name display unit by dialing a special code prior to placing each call. When the calling party activates this blocking feature, the called party will notice that a privacy indicator, instead of the telephone number or the name, will appear on the Caller ID or Caller ID with Name display unit unless ACR is activated.

Per Call Charge \$0.00

D. Per Line Blocking

This arrangement on a calling party's line prevents his/her number or name from appearing on the called party's Caller ID or Caller ID with Name display unit without dialing a special code prior to placing each call. When the calling party who has this feature makes a call, the called party will receive a privacy indicator on his/her Caller ID or Caller ID with Name display unit, instead of the telephone number or the name. The privacy indicator will appear unless the called party has activated ACR.

 $\begin{array}{ccc} & \underline{\text{Monthly Charge}} & \underline{\text{Install}} \\ \text{Per Line} & \$0.00 & \$0.00 \end{array}$

SECTION 6 – PREMIUM LOCAL EXCHANGE SERVICES, (Cont'd.)

6.2 Local Exchange Features, (Cont'd.)

6.2.1 Blocking Features, (Cont'd.)

E. Call Gate

Call Gate is an optional outgoing management service that provides Customers the ability to block or allow calls initiated from their line. Call Gate allows the subscriber to activate or deactivate the feature and modify screening parameters through the use of a touchtone telephone.

Standard calling options menu includes:

- Allow all calls
- Block all calls (except 911)
- Block all calls (except 911) except those on the Allowed Numbers List
- Block calls on the Blocked Numbers List and allow those calls on the Allowed Numbers List
- Block all IntraLATA Toll, InterLATA Toll, 900 and 700 calls

	Monthly Charge	<u>Install</u>
Per Line	\$4.00	\$5.00

SECTION 6 - PREMIUM LOCAL EXCHANGE SERVICES, (Cont'd.)

6.3 Custom Calling Features

6.3.1 Caller ID

Enables the display of the incoming telephone number on a Customer Premises Equipment (CPE) display device attached to the Customer's telephone line.

	Monthly Charge	<u>Install</u>
Per Line	\$10.20	\$0.00

6.3.2 Caller ID with Name (Caller ID Deluxe)

Enables the display of the incoming calling telephone number and the main listed name associated with the calling telephone number on a Customer Premises Equipment (CPE) display device attached to the Customer's telephone line.

	Monthly Charge	<u>Install</u>
Per Line	\$11.40	\$0.00

6.3.3 Anonymous Call Rejection (ACR)

Included with Caller ID and Caller ID with Name that allows the called party to reject calls from parties that have used blocking to prevent the display of their telephone numbers or main listed name to Caller ID or Caller ID with Name subscribers. The Customer via an activation and deactivation code controls ACR. When ACR is activated, all calls that are blocked are routed to a standard announcement.

	Monthly Charge	<u>Install</u>
Per Line	\$0.00	\$0.00

SECTION 6 – PREMIUM LOCAL EXCHANGE SERVICES, (Cont'd.)

6.3 Custom Calling Features, (Cont'd.)

6.3.4 Call Forwarding

Enables all incoming calls to be forwarded to another telephone number when activated by dialing a code and the telephone number to which the calls are to be forwarded. Another code is dialed for deactivation. The Call Forwarding Customer is responsible for the payment of any applicable message unit charge or direct distance dialed charge for each call between his/her Call Forwarding telephone number and the telephone to which the call is being forwarded.

	Monthly Charge	<u>Install</u>
Per Line	\$4.80	\$0.00

6.3.5 Call Forwarding, Busy Line

Allows all calls to a line showing a busy condition to be automatically forwarded to another line as specified by the subscriber at the time that the feature is installed. Local message or toll charges generated by the forwarded call will be charged to the subscriber.

	Monthly Charge	<u>Install</u>
Per Line	\$4.80	\$0.00

6.3.6 Call Forwarding, Don't Answer

Allows all calls to a line that does not answer, after a designated number of rings, to be automatically forwarded to another line as specified by the subscriber at the time that the feature is installed. Local message or toll charges generated by the forwarded call will be charged to the subscriber.

	Monthly Charge	<u>Install</u>
Per Line	\$4.80	\$0.00

SECTION 6 - PREMIUM LOCAL EXCHANGE SERVICES, (Cont'd.)

6.3 Custom Calling Features, (Cont'd.)

6.3.7 Call Forwarding, Busy Line/DNA

Allows all calls to a line showing a busy condition or a line that does not answer, to be automatically forwarded to another line as specified by the subscriber at the time that the feature is installed. Local message or toll charges generated by the forwarded call will be charged to the subscriber.

	Monthly Charge	<u>Install</u>
Per Line	\$4.80	\$0.00

6.3.8 Select Forward

Provides Customers with a way to forward incoming calls from up to a maximum of six calling telephone numbers to another telephone number.

	Monthly Charge	<u>Install</u>
Per Line	\$4.80	\$0.00

6.3.9 Remote Call Forwarding

A Central Office feature that allows a Customer to permanently forward his line number to a distant termination number. Each feature allows for forwarding of one call at a given time. An additional feature is required for each additional call to be forwarded simultaneously. Local message or toll charges generated by the forwarded call will be charged to the subscriber.

		Monthly Charge	
	Monthly Charge	Each Additional	
	Initial Line	<u>Line</u>	<u>Install</u>
Per Line	\$23.00	\$16.75	\$11.79

SECTION 6 – PREMIUM LOCAL EXCHANGE SERVICES, (Cont'd.)

6.3 Custom Calling Features, (Cont'd.)

6.3.10 Forward Plus

A feature that combines Call Forwarding with remote access capability. The Customer will dial a remote access directory number and be guided by voice prompts to enter the call forward destination number and other required information, including a PIN (personal identification number). Local message or toll charges generated by the forwarded call will be charged to the subscriber.

	Monthly Charge	<u>Install</u>
Per Line	\$8.40	\$0.00

6.3.11 Ring Cycle

Ring Cycle is the number of rings, as specified, by the Customer, before a line will forward on a don't answer condition.

	Monthly Charge	<u>Install</u>
Per Line	\$0.00	\$0.00

6.3.12 *69 or Return Call

*69 automatically provides a voice statement of the telephone number of the most recent incoming call and, when activated, then dials the telephone number.

	Monthly Charge	<u>Install</u>
Per Line	\$5.40	\$0.00

SECTION 6 – PREMIUM LOCAL EXCHANGE SERVICES, (Cont'd.)

6.3 Custom Calling Features, (Cont'd.)

6.3.13 Call Restriction

Call Restriction limits access to outgoing calls to just the local calling area. It is available only where facilities exist. Customers may also dial 0+ and 0-for calling card calls, collect calls and third number calls. 700/900 calls are not allowed.

	Monthly Charge	<u>Install</u>
Per Line	\$10.50	\$0.00

6.3.14 Call Waiting

Call Waiting is an arrangement providing audible tone signaling over an existing connection to indicate an incoming call. The calling party hears a regular ringing signal. By pressing the switch hook, the call waiting Customer can hold the established call, answer the second call and alternate between the two.

	<u>Initial Monthly</u>	<u>Install</u>
Per Line	\$5.00	\$0.00

SECTION 6 - PREMIUM LOCAL EXCHANGE SERVICES, (Cont'd.)

6.3 Custom Calling Features, (Cont'd.)

6.3.15 Tone Block

Tone Block allows subscribers with Call Waiting and Caller ID Manager with Name to deactivate Call Waiting and Caller ID Manager with Name during a call in progress. When Tone Block is activated, all subsequent incoming calls with receive a busy signal.

	Monthly Charge	<u>Install</u>
Per Line	\$0.00	\$0.00

6.3.16 Deny Usage

A Customer may request, at no additional charge, to deny usage capability on the telephone line for Repeat Dialing or *69.

	Monthly Charge	<u>Install</u>
*69 Deny	\$0.00	\$0.00
Repeat Dialing Deny	\$0.00	\$0.00

6.3.17 Distinctive Ring

Distinctive Ring is a service that enables a Customer to have one or two additional local telephone numbers assigned to an existing line. Each number will have a distinctive ring pattern that permits the Customer to distinguish incoming calls and the number that was

	Monthly Charge	<u>Install</u>
Per Line	\$7.80	\$0.00

6.3.18 Ground Start

Ground Start is a method of signaling on Customer lines in which one side of the 2-wire line is momentarily grounded to get dial tone. Company assumes no liability for the limitations of the CPE equipment. It is offered where facilities permit.

	Monthly Charge	<u>Install</u>
Per Line	\$5.00	\$0.00

SECTION 6 – PREMIUM LOCAL EXCHANGE SERVICES, (Cont'd.)

6.3 Custom Calling Features, (Cont'd.)

6.3.19 Hunting

Hunting permits additional exchange access lines to be arranged in a series with the main service thus providing for incoming calls to be completed on the first vacant line (hunting) in a series so wired.

	Monthly Charge	<u>Install</u>
Per Line	\$0.00	\$0.00

6.3.20 Priority Call

Priority Call provides a way to distinguish up to a maximum of six calling telephone numbers from all others by using a distinctive alerting signal.

	Monthly Charge	<u>Install</u>
Per Line	\$3.50	\$0.00

6.3.21 Repeat Dialing or Repeat Call

Repeat Dialing and Repeat Call automatically redials the last outgoing telephone number dialed by the Customer.

	Monthly Charge	<u>Install</u>
Per Line	\$3.00	\$0.00

6.3.22 Speed Dialing*

Speed Dialing provides for the calling of a seven or ten-digit telephone number by dialing only a few digits. Two arrangements are available: eight number capacity and a thirty number capacity.

	Monthly Charge	<u>Install</u>
Per Line, 30 Numbers	\$3.84*	\$0.00
Per Line, 8 Numbers	\$2.69*	\$0.00

^{*} This service is not regulated under this tariff.

SECTION 6 – PREMIUM LOCAL EXCHANGE SERVICES, (Cont'd.)

6.3 Custom Calling Features, (Cont'd.)

6.3.23 Three-Way Calling

Three-Way Calling permits an existing call to be held and a third telephone number to be dialed and added to the connection. Each call will have usage sensitive rates charged based on destination.

	Monthly Charge	<u>Install</u>
Per Line	\$5.00	\$0.00

6.3.24 Three-Way Call Transfer

Three-Way Call Transfer allows Customers to transfer incoming calls to another party, thus freeing their line to initiate or receive other calls. This feature also enables the Customer to add a third party to a call in progress and, after establishing the three-way conference, to drop off the call without disconnecting the remaining end users.

	Monthly Charge	<u>Install</u>
Per Line	\$4.00	\$0.00

SECTION 6 - PREMIUM LOCAL EXCHANGE SERVICES, (Cont'd.)

6.4 Listing Services

6.4.1 General

For each Customer of Company provided Local Exchange Access Service, the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(s) published by the dominant Local Exchange Carrier in the area.

The following rules and charges apply to listings in the white pages of the telephone directory and to the Directory Assistance records.

Only information necessary to identify the Customer is included in the listings. The Company may use abbreviations in listings. The Company may reject a listing, which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when a different address or telephone number is used.

SECTION 6 – PREMIUM LOCAL EXCHANGE SERVICES, (Cont'd.)

6.4 Listing Services, (Cont'd.)

6.4.2 Primary (Published) Listings

The Primary (Published) listing is included with local service at no additional charge and consists of the following:

- The name under which a business is conducted by the Customer
- The address of the Customer
- The main telephone number of the Customer

This information will appear in the white pages of the Local Telephone Directory and the Directory Assistance Database.

6.4.3 Captioned or Indented Listings

The Customer may request captioned or indented listings when:

- Two or more listings are needed, e.g., the listing of different departments or members of the firm or corporation.
- A number of Customers are furnished service at a location which is readily identified by the public by name, such as airport, shopping center, and additional listings of the Customer is desired under the appropriate caption.

The indented form of listing may be provided where a Customer requires only two listings, and the name of the second listing would be a repetition of the first listing, such as his/her business service.

	Monthly Recurring Charge	Non-Recurring Charge
Caption Listing	\$0.00	\$0.00
Indented Listing	\$0.00	\$0.00

SECTION 6 - PREMIUM LOCAL EXCHANGE SERVICES, (Cont'd.)

6.4 Listing Services, (Cont'd.)

6.4.4 Non-Published Listing

Non-published service means that the Customer's telephone number is not listed in the local telephone directory, nor does it appear in the Directory Assistance Records. This service is subject to the rules and regulations for E911 service, where applicable. The Company will complete calls to a non-published number only when the caller dials direct or gives the operator the number. No exceptions will be made, even if the caller says it is an emergency. If a published listing is desired at a later date, there may be a delay in publishing the listing.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

There is a monthly charge for each non-published service.

Non-published listing

Monthly Recurring Charge
\$2.50

Non-Recurring Charge
\$0.00

A service order charge will apply, as set forth in Section 5, if not ordered at the time of initial service installation.

SECTION 6 – PREMIUM LOCAL EXCHANGE SERVICES, (Cont'd.)

6.4 Listing Services, (Cont'd.)

6.4.5 Non-Listed Service

Non-listed service means that the Customer's telephone number is not listed in the local telephone directory, but it does appear in the Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable. The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

There is a monthly charge for each Non-Listed Listing.

	Monthly Recurring Charge	Non-Recurring Charge
Non-published listing	\$1.60	\$0.00

A service order charge will apply, as set forth in Section 5, if not ordered at the time of installation.

SECTION 6 – PREMIUM LOCAL EXCHANGE SERVICES, (Cont'd.)

6.4 Listing Services, (Cont'd.)

6.4.6 Additional Listings

A. Duplicate Listing

A listing of another name by which a Customer is known such as abbreviated name, a name commonly spelled in more than one way or a name consisting of several words, which the public commonly rearranges.

Cross Reference is a type of Duplicate Listing. It refers to the name under which a complete listing is shown. Cross Reference can be temporary caused by a change of ownership or firm name, which may be shown with a reference to the successor.

B. Alternate Telephone Number Listing

A listing that refers calling parties to another telephone number at certain hours or on certain days or in case no answer is received on the call to the primary number.

C. Foreign Listing

Any of the types of additional listings covered herein may be provided in a different directory or in the same directory under a different geographical heading from that under which the Customer is normally listed.

D. Rates

	Monthly Recurring Charge	Non-Recurring Charge
Additional listing	\$2.50	\$0.00

A service order charge will apply, as set forth in Section 5, if not ordered at the time of initial service installation.

SECTION 6 - PREMIUM LOCAL EXCHANGE SERVICES, (Cont'd.)

6.5 Directory Assistance Services

- 6.5.1 Directory Assistance calls provide for identification of telephone directory numbers, via an operator or automated platform. Customers can request up to two numbers per call. A Directory Assistance charge applies per directory assistance call after the first two directory assistance calls each month. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.
- **6.5.2** Directory Assistance Call Completion is an optional service provided to users of directory assistance service where users may choose to have a call completed by the directory assistance operator to the telephone number requested. The Directory Assistance Call Completion charge applies in addition to the Directory Assistance per call charge. The Customer will also be responsible for any additional charges associated with the completed call.
- **6.5.3** Automated Reverse Directory Service is an automated Customer name and address listing service, which provides name and address information for published telephone numbers.

6.5.4 Rates

A.	Directory Assistance Call (Local) , after 2 free calls	Per Call Charge \$0.75
B.	Directory Assistance Call Completion	\$0.30
C.	Automated Reverse Directory Service	\$0.75

SECTION 6 – PREMIUM LOCAL EXCHANGE SERVICES, (Cont'd.)

6.6 Operator Services

Operator Services provide for live or automated operator treatment when a Customer dials "0+" or "0-." Operators are available to assist Customers with completing calls.

Operator Services can be used to assist the Customer in routing or billing for a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party. Operator Services also includes verification and emergency interrupt service. Verification service aids the subscriber with legitimate call completion problems. The operator will verify and provide the line status condition of the requested line. Emergency interrupt service aids the Customer by having the busy line cleared if an emergency situation exists.

6.6.1 Operator Call Completion Servcies

A. Definitions

0+ Calls: Customer dials zero plus the desired number and gives his Calling Card number or Special Toll billing number to the operator verbally.

0++ Calls: Customer dials zero plus the desired number plus his Calling Card number (from stations equipped with Touchtone dialing).

0-Calls: Customer dials zero only and requests that the operator dial the desired number. The Customer gives his Calling Card or Special Toll billing number to the operator verbally.

Collect: The operator is requested to bill the charges to the called number and obtains acceptance thereof.

SECTION 6 – PREMIUM LOCAL EXCHANGE SERVICES, (Cont'd.)

6.6 Operator Services, (Cont'd.)

6.6.1 Operator Call Completion Services

A. Definitions, (Cont'd.)

Person-to-Person: Calls completed with the assistance of an operator to a person, station, department, or PBX extension specified by the calling party. Charge may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or designated third-party stations.

Station-to-Station: Refers to calls other than the person-to-person calls billed to either the end user's commercial credit card and/or LEC calling card. Calls may be dialed with or without the assistance of an operator. Collect calls to coin telephones and transfers to third-party telephones which are coin telephones, will not be accepted. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or designated third-party stations.

Third Number: The operator is requested to bill the charges for a call to a number other than that of the calling or called party.

Time and Charges: The operator is requested to inform the calling party of the elapsed time and applicable charges.

Other Operator Assisted: Operator assistance is requested by the calling party for any other reason not listed above.

Charge Per Call

LOCAL EXCHANGE SERVICE

SECTION 6 - PREMIUM LOCAL EXCHANGE SERVICES, (Cont'd.)

6.6 Operator Services, (Cont'd.)

6.6.1 Operator Call Completion Services

B. Rates and Charges

Local exchange calls may be placed with the assistance of an operator. A per-call service charge applies in addition to the per minute usage rates as set forth in the Local Calling Service section of this Tariff.

		Charge 1 vi Can
A.	0+ , 0++ for Calling Card or Special Toll Billing	\$0.75
В.	0-for Calling Card or Special Toll Billing, Collect, Third Number, Time and Charges, and all other Operator Assisted calls (except Person to Person, and Customer Requested Interrupt Service).	\$1.50
C.	Person-to-Person	\$3.00

SECTION 6 – PREMIUM LOCAL EXCHANGE SERVICES, (Cont'd.)

6.6 Operator Services, (Cont'd.)

6.6.2 Busy Line Verification and Interrupt Service

A. General

Upon request, subject to technical limitations, the Telephone Company's operator will verify that a conversation exists on a line and will interrupt a communication in progress to announce that someone is trying to call.

B. Regulations

- 1. Charges may be billed to a Calling Card Number, to a Third Number or Sent Paid. Requests may not be designated Person-to-Person or billed as Collect Calls.
- 2. No charge will apply if, during the line verification, such verification indicates that a trouble condition exists necessitating repair of Telephone Company equipment or facilities.
- 3. Charges for are not applicable to calls to the Telephone Company operator form official public emergency agencies when the request is received on the agency's line from agency personnel.
- 4. Charges are not applicable to calls to the Telephone Company operator from individuals who identify that the request is to an official public emergency agency, an emergency medical service, or a privately endowed and operated alcohol, drug, run-away or suicide crisis reporting center.
- 5. Charges may be waived by the Telephone Company operator for calls from individuals who have an emergency where life and/or property are in danger.

C. Rates and Charges

1. Busy Line Verification \$4.50 per request

Verification
 with Customer-Requested Interrupt \$4.50 per request

SECTION 7 – MISCELLANEOUS SERVICE DESCRIPTION AND RATES

7.1 Universal Emergency (911) Service

7.1.1 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.

7.1.2 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.

SECTION 7 – MISCELLANEOUS SERVICE DESCRIPTION AND RATES, (Cont'd.)

7.1 Universal Emergency (911) Service, (Cont'd.)

7.1.2 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.

SECTION 7 – MISCELLANEOUS SERVICE DESCRIPTION AND RATES, (Cont'd.)

7.2 Presubscription

Presubscription is a procedure whereby an End User or location provider may select and designate to the Company an interexchange carrier(s) to access, without dialing an access code for calls leaving the local service area of the Company. The interexchange carriers are referred to as the End User's or location provider's primary interexchange carrier. The End User or location provider will be allowed to select a primary interexchange carrier for IntraLATA calls and a primary interexchange carrier for interLATA calls.

Should a caller wish to use the services of an interexchange carrier other than the primary interexchange carrier, it is necessary for the caller to dial the necessary access code(s) to reach that interexchange carrier's services.

7.2.1 Application of Charges on Presubscription

- **A.** End users or location providers placing orders for service will be asked to select a primary interexchange carrier at the time they place an order with the Company for Local Exchange Service. There will be no charge for this selection.
- **B.** End users or location providers that choose to change their primary interexchange carrier within one month of the effective date of their new service will not be charged for the change.
- C. Subsequent to a one month period following installation of Local Exchange Service, for any change in selection, including a change from one access code to another access code for the same interexchange carrier, a nonrecurring charge applies. The nonrecurring charge for a primary interexchange carrier (PIC) change is billed to the End User who is the subscriber to the Local Exchange Service. The nonrecurring charge for a PIC change is set forth in this price list.

SECTION 7 - MISCELLANEOUS SERVICE DESCRIPTION AND RATES, (Cont'd.)

7.2 Presubscription, (Cont'd.)

7.2.2 Dispute Application for Presubscription

If the End User or location provider disputes a PIC change, the Company will investigate the origin of the change and shall restore the End User or location provider to their previous PIC. If the change was due to Company error, the End User or location provider will be returned to their previous primary interexchange carrier free of charge. If the change was submitted by an interexchange carrier, and the interexchange carrier is unable to produce the signed End User or location provider Letter of Authorization (LOA), a nonrecurring charges will be assessed to the unauthorized interexchange carrier as set forth in the Section 3.9.5 of the Company's Access Services Tariff, VA S.C.C. No. 3.

If there is a conflict between an End User, a location provider, or their respective agent, on the one hand, and an interexchange carrier on the other hand, over the designation of the primary interexchange carrier, the Company will honor the designation selected by the End User, location provider or their respective agent, regardless of any contractual obligations the End User, location provider or agent may have with one or more interexchange carriers.

If there is a conflict between an End User and/or location provider, on the one hand, and their agent on the other hand, over the designation of the primary interexchange carrier, the Company will honor the designation selected by the End User and/or location provider, regardless of any contractual obligations the End User and/or location provider may have with one or more interexchange carriers or agents.

SECTION 7 – MISCELLANEOUS SERVICE DESCRIPTION AND RATES, (Cont'd.)

7.2 Presubscription, (Cont'd.)

7.2.3 Rates and Charges

Customers may select an Interexchange Carrier when completing a Service Order. Changes to the primary Interexchange Carrier, either IntraLATA or InterLATA, after initial installation are as follows:

Nonrecurring Charges:

Per business or residence line, trunk, or port Primary Interexchange Carrier Change Charge

\$5.00

When the primary interLATA PIC and primary intraLATA PIC are changed at the same time, only one nonrecurring PIC change charge will apply.

SECTION 7 – MISCELLANEOUS SERVICE DESCRIPTION AND RATES, (Cont'd.)

7.3 Telecommunications Relay Service (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) 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 tree 800 number or by dialing the 711 service access code.

SECTION 8 - SPECIAL ARRANGEMENTS AND PROMOTIONS

8.1 Individual Customer Pricing

Arrangements may be developed on a case-by-case basis for tariffed service or services to a specific customer at rates, terms or conditions provided through an agreement instead of pursuant to tariff. The Company will maintain records of its ICP contracts for Commission review as conditions or circumstances may require.

8.2 Service and Promotional Trials

The Company may, for a specified period of time, offer promotional rates, terms, or conditions for its local exchange telecommunications services offerings that differ from the rates, terms, or conditions in its tariffs. Promotions will be submitted by letter to the Director of the Division of Communications outlining the promotion, listing the tariffed item being promoted, and the promotion's start and end dates in lieu of filing language in the tariff.

8.3 Special Assembly

The Company may provide a unique local exchange service for a Customer where no tariff 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.