MCGRAW COMMUNICATIONS OF VIRGINIA, INC.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL EXCHANGE COMMUNICATIONS SERVICES

WITHIN THE COMMONWEALTH OF VIRGINIA

This tariff contains the descriptions, regulations, service standards, and rates applicable to the furnishing of service and facilities for telecommunications services provided by McGraw Communications of Virginia, Inc ("McGraw"), with principal offices at 228 East 45th Street, New York, NY 10017. The Company's toll free contact number is 1-888-543-2000. This tariff applies for services furnished within the Commonwealth of Virginia. This tariff is on file with the Virginia State Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principle place of business.

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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:

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D. Check Sheets: When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists contained in the tariff, with a cross-reference to the current revision number. When new pages are added the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it. (i.e. the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

SECTION 1. APPLICATION OF TARIFF

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

SECTION 2. DEFINITIONS

<u>Accessories:</u> 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.

<u>Applicant</u>: An individual or concern making application to the Company for communications service under this tariff.

<u>Application</u>: 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.

<u>Authorized User</u>: 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: A defined range of frequencies.

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

<u>Bit</u>: The smallest unit of information in the binary system of notation.

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

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

<u>Channel Terminal</u>: Provides for equipment required to terminate an interexchange channel at each rate center central office.

SECTION 2. <u>DEFINITIONS</u> (Continued)

Commission: Virginia State Corporation Commission.

<u>Communications Services</u>: The Company's intrastate communications services offered under this tariff.

Company: McGraw Communications of Virginia, Inc., the issuer of this tariff.

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

<u>Connecting Arrangement</u>: Denotes equipment provided by a telephone company to accomplish the direct electrical connection of Subscriber-provided facilities with the facilities of the telephone company.

<u>Customer</u>: 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.

<u>Dedicated</u>: A facility or equipment system or subsystem set aside for the sole use of a specific Customer or End User.

<u>Direct Inward Dialing (DID)</u>: Routes incoming calls directly to stations.

DSL: Digital Subscriber Line.

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

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

<u>End User Premises Equipment</u>: 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. <u>DEFINITIONS</u> (Continued)

<u>Exchange Access Line</u> - 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.

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

<u>Individual Case Basis</u>: 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.

<u>Interface</u>: 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.

<u>Interoffice Channel</u>: Provides for facilities to connect two different serving central offices for intraexchange se 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.

<u>Interrupted Service</u>: 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.

<u>Mbps</u>: Megabits per second, denotes millions of bits per second.

Network: The facilities of an Underlying Carrier.

<u>Non-Recurring Charges</u>: 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. <u>DEFINITIONS</u> (Continued)

<u>Origination Point</u>: The point of demarcation between the Company's facilities and those of the End User.

<u>Premises</u>: The space occupied by a Customer or End User in a building or buildings or contiguous property.

<u>Rate Center</u>: 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.

<u>Recurring Charges</u>: The monthly charges to the Customer for Services, facilities and equipment, which continues for the agreed-upon duration of the Service.

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

<u>Service Order</u>: 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.

<u>Service Terminal</u>: 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.

<u>Special Facilities</u>: 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.

<u>Termination Point</u>: The demarcation point between Company's facilities and the Customer's facilities.

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

3.1 <u>Undertaking of the Company</u>

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

3.2 <u>Prohibited Uses</u>

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

3.2 <u>Prohibited Uses (Continued)</u>

- E. The Customer may not use the Services so as to interfere with or impair Service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- F. A Customer or End User shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of Services is jointly with the Company, without the prior written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

3.3 <u>Obligations of the Customer</u>

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

- A. The payment of all charges applicable to the Services.
- B. Damage or loss of the Company's facilities or equipment caused by the acts 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;
- C. 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;
- D. Obtaining, maintaining, and otherwise having full responsibility for rights of way necessary to install equipment to provide Service to the Customer or End User from the minimum point of entry or the property line of the land on which the structure wherein any termination point or origination point used by the Customer or End User is placed or located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space. Any and all costs associated with the obtaining and maintaining of the rights of way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting a Service Order.

3.3 <u>Obligations of the Customer (Continued)</u>

- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.
- F. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the Premises at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of Service as stated herein, removing the facilities or equipment of the Company.
- G. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.
- H. Keeping the Company's equipment and facilities located on the Customer's premises or 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.
- I. Providing, operating and maintaining Customer provided or End User equipment on the Premises. Conformance of Customer provided or End User premises equipment with part 68 of the FCC Rules is the responsibility of the Customer.

3.4 Liability of the Company

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

3.4 <u>Liability of the Company</u> (Continued)

- C. The Company shall not be liable for, nor shall any Service Credits be extended for, any failure of performance or equipment due to causes beyond its control, including but not limited to: 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.
- D. The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the Services the Company offers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. Company shall not be liable for the claims 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 <u>Liability of the Company</u> (Continued)

- G. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for 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.
- H. The Company is not liable for any defacement of or damage to the Premises resulting from the furnishing of Services, equipment, or associated wiring on such Premises or the installation or removal thereof, except where such defacement or damage is the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- I. The Company shall not be liable for any damages resulting from delays in meeting any Service dates.

3.4 <u>Liability of the Company</u> (Continued)

- J. 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.
- K. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OF IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OF OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- L. The Customer and any End User, jointly and severally, shall indemnify, defend and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability (including liability for patent infringement) arising from: (1) any claims made against Company by any End User in connection with the delivery or consumption of Services; (2) combining with, or using in connection with facilities the Company furnished, facilities the Customer or End User furnished; or (3) use of facilities the Company furnished in 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.

3.5 <u>Service Connections and Customer Equipment</u>

3.5.1 General

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

3.5 <u>Service Connections and Customer Equipment (Continued)</u>

- 3.5.1 <u>General (Continued)</u>
- 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.

3.5 <u>Service Connections and Customer Equipment (Continued)</u>

3.5.1 <u>General (Continued)</u>

- I. In the event Company places Company equipment on Customers' premises for the purpose of furnishing service under this agreement, unless otherwise stipulated, Company is solely responsible for operating and maintaining such equipment. In the event that Customer attempts to operate or maintain any such equipment without first obtaining Company's written approval, in addition to any other remedies of Company for a breach by Customer of Customer's obligations hereunder, Customer shall pay Company for any damage to Company's equipment caused or related to such unauthorized operation or maintenance of Company's equipment upon receipt by Customer of a Company invoice therefor. 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 User's premises:
 - 1) upon termination, interruption or suspension of the Service in connection with which the equipment was used; and
 - 2) for repair, replacement or otherwise as Company may determine is necessary or desirable.
- K. At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer or End User's premises, normal wear and tear only excepted. Customer shall reimburse Company for the unamortized cost of any such equipment in the event the foregoing conditions are not met.

3.5 <u>Service Connections and Customer Equipment (Continued)</u>

3.5.1 <u>General (Continued)</u>

- 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 manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- M. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Service, and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

3.5 <u>Service Connections and Customer Equipment (Continued)</u>

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.

3.5 <u>Service Connections and Customer Equipment (Continued)</u>

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 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.

3.5 <u>Service Connections and Customer Equipment (Continued)</u>

3.5.4 Maintenance Visit Charge

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

3.6 Payment and Rendering of Bills

3.6.1 Deposits

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

3.6 Payment and Rendering of Bills

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%.

3.6 <u>Payment and Rendering of Bills</u> (Continued)

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

3.6 <u>Payment and Rendering of Bills</u> (Continued)

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

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

3.6 <u>Payment and Rendering of Bills</u> (Continued)

3.6.4 Discontinuance and Restoration of Service

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

3.6 <u>Payment and Rendering of Bills</u> (Continued)

3.6.4 Discontinuance and Restoration of Service

3.6.4.1 Cancellation by the Company (Continued)

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

3.6.4.2 Resumption of Service

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

3.7 Interruptions of Service and Credit Allowances

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

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

3.7 Interruptions of Service and Credit Allowances

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

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

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

C. Interruptions over Twenty-Four (24) Hours

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

3.8 Use of Service By Others

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

3.9 <u>Terms and Conditions</u>

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

3.10 Application for Service

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

3.10.1 Cancellation of Application for Service

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

3.10.2 Cancellation of Service

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

3.11 Non-Routine Installation

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

3.12 Maintenance and Testing

- A. Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.
- B. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or End User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company-owned facilities and equipment. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment, and personnel from harm.

3.13 <u>Universal Emergency (911)Service</u>

3.13.1 General

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

3.13.2 Regulations

- A. This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- B. 911 or E911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purposes of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by nonlisted 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.

3.13 <u>Universal Emergency (911)Service (Continued)</u>

- 3.13.2 <u>Regulations</u> (Continued)
 - 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.

3.13 <u>Universal Emergency (911) Service (Continued)</u>

3.13.2 <u>Regulations</u> (Continued)

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.

3.14 IntraLATA and InterLATA Presubscription

3.14.1 General

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

3.14.2 Presubscription Charges

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

Nonrecurring Charges

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$1.49
Additional Line, Trunk or Port	\$1.49

3.15 Special Construction

- A. When it is necessary for the Company to provide outside plant construction, either on a public road or on private property, which is other than that usually provided for the area and class of service furnished, the customer or other party requiring such special construction is required to pay the difference between the estimated cost of usual construction and the estimated cost of the type of construction provided under the conditions specified herein. 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:
 - (1) underground construction where aerial construction would usually be provided,
 - (2) submarine cable,
 - (3) greater quantity or a different type of facilities than that which the Company would otherwise construct in order to fulfill the customer's initial requirements for service,
 - (4) routing facilities different from that which the Company would normally utilize,
 - (5) expedition of the construction of facilities at greater expense that would otherwise be incurred,
 - B. The Company will, in all cases, bear the same amount of the cost as in the case of usual construction.
 - (1) Outside Plant Construction
 - (a) On Public Roads or on Private Property

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

- 3.15 <u>Special Construction</u> (Continued)
 - B. (Continued)
 - (b) Conduit and Trenching

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

- (2) Facilities up to the Network Interface
 - (a) The standard method of wiring a building or structure for telephone service is by exposed wiring. It is the responsibility of the customer to provide a means of entrance into the building which is satisfactory to the Company and to provide space for mounting the necessary terminal and station protection equipment and, where riser cable is required, a reusable means to reach each floor and each suite or office on each floor where the telephone service is desired.
 - (b) Any required conduit or similar type construction involved in furnishing concealed wiring or extending wire inside the customer's premises must be installed and maintained at the expense of the customer. Such construction must be installed in a manner which is acceptable to the Company.

- 3.15 <u>Special Construction</u> (Continued)
 - (c) Where, due to the type of construction of the building or the conditions imposed by the customer, abnormal expense is incurred by the Company, the customer is required to pay the difference between the estimated expense which would normally have been incurred for the installation

3.16 700/900 Blocking Options

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

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

- 4.1 Basic Local Exchange Service
 - 4.1.1 Description of Services

Basic Local Exchange Service provides a Customer with a Connection to the Company's switching network, which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's Local Calling Services and other Services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- access (at no additional charge) the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 9-1-1 service for emergency calling.

- 4.1 <u>Basic Local Exchange Service</u>
 - 4.1.2 Application of Rates

The rates shown herein entitle the customer to local messages to all telephones bearing the designation of any central office of the exchanges or zones included as specified in the associated local service area or extended calling area. Charges for monthly usage options apply in addition to the charges for dial tone lines.

- A. Business Rates
- (1) Dial tone lines are available with either basic message rate service, basic measured rate service, or an unlimited monthly usage option, Basic message rate and measured rate services provide for charging on a percall basis on calls to the local service area with no usage allowance included in the monthly rates. Charges per call are as specified in 4.1.4 following.
- (2) The unlimited monthly usage option provides for unlimited local calling per month on a flat rate basis to dial tone lines in the local service area.
- (3) Charges for calls to extended calling areas are as specified in Section 4.1.4 A (1) for measured service and 4.1.4 A (2) for message service, of this Tariff.

4.1 Basic Local Exchange Service

- 4.1.2 <u>Application of Rates (Continued)</u>
 - B. Determination of Airline Mileages (Continued)
 - 1. Measured Rate Service Distance Calculation

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

- (a) Obtain the "V" and "H" coordinates for each rate center-- V&H Coordinates can be obtained either from the Company or Telcordia or other national telecommunication products.
- (b) 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.
- (c) Divide each of the differences obtained in (b) by three, rounding each quotient to the nearer integer.
- (d) Square these two integers and add the two squares. If the sum of the squares is greater than 1777, divide the integers obtained in
 (c) by three and repeat step (d). Repeat this process until the sum of the squares obtained in (d) is less than 1778;

- 4.1 <u>Basic Local Exchange Service (Continued)</u>
 - 4.1.2 <u>Application of Rates (Continued)</u>

Determination of Airline Mileages (Continued)

- 1. Measured Rate Service Distance Calculation (Continued)
 - (e) The number of successive divisions by three in steps (c) and (d) determines the value of "N". Multiply the final sum of the two squares obtained in step (d) by the multiplier specified in the following table for this value of "N" preceding;

Ν	Multiplier	Minimum Rate Mileage
1	0.9	-
2	8.1	41
3	72.9	121
4	656.1	361

(f) Obtain square root of product in (e) 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 than the minimum rate shown in (e) preceding, the minimum rate mileage corresponding to the "N" value is applicable.

- 4.1 <u>Basic Local Exchange Service</u> (Continued)
 - 4.1.3 <u>Service Area and Rate Groups</u>

McGraw provides service in the exchange areas served by the following local exchange companies:

Verizon Virginia, Inc.

A. <u>Multizone Exchanges</u>

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.).

B. Exchange and Zone Rate Classes and Local Service Areas

Each exchange or zone is assigned to three 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 Dial Tone Lines with Monthly Usage Options, except as otherwise specified following, or Message Rate Services.

The second Rate Class number denotes the applicable Rate Class for Measured Rate Services and Dial Tone Lines with Exchange Flat/Measured Rate Monthly Usage Options.

- 4.1 <u>Basic Local Exchange Service</u> (Continued)
 - 4.1.3 <u>Service Area and Rate Groups</u> (Continued)
 - B. <u>Exchange and Zone Rate Classes and Local Service Areas</u> (Continued)

The third Rate Class number denotes the applicable Rate Class for Message Rate Hotel and Hospital Private Branch Exchange (PBX) Trunks.

Exchange or Zone	Rate Class	Exchanges and Zones Included In Local Service Area
Alexandria-Arlington	8,8,8	All zones of the WMEA, Arcola, Braddock, Dulles, Dulles Metro Engleside, Herndon, Leesburg, Lorton, Lorton Metro
Fairfax-Vienna	8,8,8	All zones of the WMEA, Arcola, Braddock Dulles, Dulles Metro Engleside, Herndon, Leesburg, Lorton, Lorton Metro
Falls Church-McLean	8,8,8	All zones of the WMEA, Arcola, Braddock, Dulles, Dulles Metro, Engleside, Herndon, Leesburg, Lorton, Lorton Metro
Fredericksburg	6,6,6	Brokenburg, Chancellor, Fredericksburg, Hartwood, King George, Port Royal, Spotsylvania, Stafford

- 4.1 <u>Basic Local Exchange Service</u> (Continued)
 - 4.1.3 <u>Service Area and Rate Groups</u> (Continued)
 - B. <u>Exchange and Zone Rate Classes and Local Service Areas</u> (Continued)

Exchange or Zone	Rate Class	Exchanges and Zones Included In Local Service Area
Herndon	8,8,8	Alexandria-Arlington, Arcola, Braddock, Dulles, Dulles Metro, Engleside, Fairfax-Vienna, Falls Church-McLean, Herndon, Leesburg, Lorton, Lorton Metro, Washington, D.C.
Leesburg	8,7,8	Alexandria-Arlington, Arcola, Bluemont, Braddock, Catoctin, Dulles, Dulles Metro, Fairfax-Vienna, Falls Church-McLean, Herndon, Leesburg, Middleburg, Mount Gilead

- 4.1 <u>Basic Local Exchange Service</u> (Continued)
 - 4.1.4 Rates and Charges

The Measured/Message usage charges are specified on page 62 of this Section 4.1.4 following.

A. Business Rate

1)

Rate Class 1 Exchanges with up to 4,000 Weighted Dial Tone Lines

Business, per line	
	Per Month
Individual Dial Tone Line	\$13.00
Measured/Message	\$0.00
Unlimited Usage Plan	14.02
PBX Trunk Dial Tone Line	\$13.00
Measured/Message	\$0.00

Unlimited Usage Plan	24.55
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4.1 <u>Basic Local Exchange Service</u> (Continued)

1)

- 4.1.4 Rates and Charges (Continued)
 - A. <u>Business Rate</u> (Continued)

Rate Class 2 Exchanges 4,000 - 15,000 Weighted Dial Tone Lines

Business, per line Per Month Individual Dial Tone Line \$12.75 Measured/Message \$0.00 Unlimited Usage Plan 18.24 PBX Trunk \$12.75 Measured/Message \$0.00 Unlimited Usage Plan 31.92

4.1 <u>Basic Local Exchange Service</u> (Continued)

1)

- 4.1.4 Rates and Charges (Continued)
 - A. <u>Business Rate</u> (Continued)

Rate Class 3 Exchanges 15,001 - 30,000 Weighted Dial Tone Lines

Business, per line Per Month Individual Dial Tone Line \$12.50 Measured/Message \$0.00 Unlimited Usage Plan 22.21 PBX Trunk Dial Tone Line \$12.50 Measured/Message \$0.00 Unlimited Usage Plan 38.87

4.1 <u>Basic Local Exchange Service</u> (Continued)

1)

- 4.1.4 Rates and Charges (Continued)
 - A. <u>Business Rate</u> (Continued)

Rate Class 4 Exchanges 30,001 - 50,000 Weighted Dial Tone Lines

Business, per line Per Month Individual Dial Tone Line \$12.25 Measured/Message \$0.00 Unlimited Usage Plan \$26.18 PBX Trunk Dial Tone Line \$12.25 Measured/Message \$0.00 Unlimited Usage Plan \$43.83

Per Month

SECTION 4. DESCRIPTION OF SERVICES AND RATES

- 4.1 <u>Basic Local Exchange Service</u> (Continued)
 - 4.1.4 Rates and Charges (Continued)
 - A. <u>Business Rate</u> (Continued)

Rate Class 5 Exchanges 50,001 - 100,000 Weighted Dial Tone Lines

1) Business, per line

Individual Dial Tone Line	\$12.00
Measured/Message	\$0.00
Unlimited Usage Plan	29.76
PBX Trunk Dial Tone Line	\$12.00
Measured/Message	\$0.00
Unlimited Usage Plan	52.80

4.1 <u>Basic Local Exchange Service</u> (Continued)

1)

- 4.1.4 Rates and Charges (Continued)
 - A. <u>Business Rate</u> (Continued)

Rate Class 6 Exchanges 100,001 - 300,000 Weighted Dial Tone Lines

Business, per line Per Month Individual Dial Tone Line \$11.75 Measured/Message \$0.00 Unlimited Usage Plan 33.75 PBX Trunk Dial Tone Line \$11.75 Measured/Message \$0.00 Unlimited Usage Plan 59.06

4.1 <u>Basic Local Exchange Service</u> (Continued)

1)

- 4.1.4 Rates and Charges (Continued)
 - A. <u>Business Rate</u> (Continued)

Rate Class 7 Exchanges 300,001-1,280,000 Weighted Dial Tone Lines

Business, per line Per Month Individual Dial Tone Line \$11.50 Measured/Message \$0.00 Unlimited Usage Plan 37.83 PBX Trunk Dial Tone Line \$11.50 Measured/Message \$0.00 Unlimited Usage Plan 66.22

4.1 <u>Basic Local Exchange Service</u> (Continued)

1)

- 4.1.4 Rates and Charges (Continued)
 - A. <u>Business Rate</u> (Continued)

Rate Class 8 Exchanges 1,280,000+ Weighted Dial Tone Lines

Business, per linePer MonthIndividual Dial Tone Line\$11.00Measured/Message\$0.00Unlimited Usage Plan42.18PBX Trunk Dial Tone Line\$11.00Measured/Message\$0.00Unlimited Usage Plan73.83

- 4.1 <u>Basic Local Exchange Service</u> (Continued)
 - 4.1.4 <u>Service Areas and Rate Groups</u> (Continued)
 - A. <u>Business Rate</u> (Continued)
 - 1. Measured Rate Usage Charges

Per Message, Per Minute or Fraction Thereof

	Rate Period 1 <u>Day</u>	Rate Pe <u>Even</u>		Rate Period 3 <u>Night/Weekend</u>
Airline <u>Mile</u>	Each Initial Add'l <u>Minute Minute</u>	Initial <u>Minute</u>	Each Add'l <u>Minute</u>	Each Initial Add'l <u>Minute</u> Minute
0-8 9-13 14-18 19-23 24-28 29-38 39-48	\$.0280 \$.0160 .0400 .0200 .0510 .0270 .0600 .0320 .0730 .0370 .0840 .0440 .0950 .0480	\$.0168 .0240 .0306 .0360 .0438 .0504 .0570	\$.0096 .0120 .0162 .0192 .0222 .0264 .0288	\$.0112 \$.0064 .0160 .0080 .0204 .0108 .0240 .0128 .0292 .0148 .0336 .0176 .0380 .0192

- 2. <u>Message Rate Usage Charges</u>
- a. From message rate Service for message rate Hotel and Hospital PBX Trunks, per message unit \$.096

*Day means 8:00 a.m. to, but not including, 5:00 p.m. Monday through Friday.

**Evening means 5:00 p.m. to, but not including, 11:00 p.m. Sunday through Friday.

**Night/Weekend means 8:00 a.m. to, but not including, 5:00 p.m. Sunday, Sunday through Friday 11:00 p.m. to, but not including 8:00 a.m. on the following day, and all day Saturday.

4.2 Directory Assistance Service

The Company furnishes Directory Assistance Service ("DA") for the purpose of aiding customers in obtaining telephone numbers. Customers are allowed two requests per call. For an additional "Connect Request" charge, the Operator will call the requested number on the customer's behalf. When a party requests assistance in obtaining and/or calling to the telephone numbers of customers who are located within the same local calling area as the number the party is calling from, the charges as set forth following apply:

Charge for each inquiry

Customer Direct Dialed	\$0.29 per call after 3 free calls
Operator Dialed	\$0.58 per call
Connect Request	
per call completed	\$0.30*

*For toll calls, the customer will also be responsible for any charges billed by the interexchange carrier carrying the call.

In order to make allowance for a reasonable need for local calling area DA service, including numbers not in the directory, directory inaccessibility and other conditions, no charge applies for the first three calls for telephone numbers of customers who are located within the calling area of the calling party per month per station access line. The allowance is cumulative for all group billed services furnished on the same premises or as part of the same system within an exchange.

Charges for DA are not applicable to calls placed from hospital services or calls placed from telephones where the customer or, in the case of residence service, a member of the Customer's household, has been affirmed in writing as unable to use a Company provided directory because of a visual, physical or reading handicap.

4.3 Operator Assisted Local Calls

Operator Assisted Charges: All types of local exchange service have local calling areas within which local calls can be made on a flat rate basis, on a local coin call rate basis, on a Message rate basis, or on a measured service basis.

Local Dial Call: The call must be dialed and completed without the assistance of a Company operator and must be billed to the originating telephone when a charge is applicable.

Collect Call: A billing arrangement by which the charge for a call may be reversed, provided the charge is accepted at the called station.

Person-to-Person Service: A calling arrangement offered on both a customer-dialed and operator dialed basis whereby the person originating the call specifies to a carrier operator a person to be reached, or individual with whom to be connected, a particular mobile station to be reached through a miscellaneous common carrier operator, or a particular station, department, or office to be reached through a private branch exchange (PBX) attendant.

Station to Station: A calling arrangement whereby the completion of a call, (*e.g.*, collect, third party) is offered on both a customer-dialed and operator-dialed basis.

Third Party Billing: A payment arrangement which allows an End User to assign billing of a call to a telephone number which is different from the calling or called telephone number(s).

Operator-Dialed Calling Card Service: A call that is dialed by the operator and billed to a Calling Card.

4.3 <u>Operator Assisted Local Calls (Continued)</u>

The following service charges for operator-assisted local calls apply in addition to the local dial rate applicable:

		Business Surcharge Rate/Call
Operator	Service Calling Card	\$0.60
Station-to Each:	o-Station operator-assisted charges:	
Lach.	Collect, Third Party, Operator Dialed	\$0.75
Person-to Each:	o-Person operator-assisted local call:	\$1.50

The following operator-assisted local calls are exempted from the service charge:

- Calls for assistance in the use of the Company's services, e.g. dialing instructions.
- Calls to designated Company numbers for official telephone business
- Emergency calls to recognizable authorized civil agencies
- Those cases where a Company operator provides assistance to re-establish a call which has been interrupted after the calling number has been reached, reach the calling number where facility problems prevent customer dial completion, and/or place a non-coin, sent paid call for a calling party who identifies himself as being handicapped and unable to dial the call because of said handicap.

4.4 Verification and Emergency Interrupt Service

Upon request, subject to technical limitations, the 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.

4.4.1 Application of Rates and Charges:

No charge will apply if the requesting customer identifies that the call is to or from an official public emergency agency. An official public emergency agency is defined as a government agency, which is operated by the Federal, state or local government, and has the capability and legal authority to provide prompt and direct aid to the public in emergency situation. Such agencies include the local police, state police, fire department, etc.

Charges may not be billed on a collect basis or on a third number basis to the number being verified or interrupted.

If the number verified is not in use, or as a result of interrupt the line is cleared, and, at the calling party's request, the operator completes the call, the charges for Operator Assisted Local Calls as defined in Section 4.3 of this tariff apply in addition to the applicable verification and emergency interrupt charges.

Verification request, Each:	\$0.75
Verification with Interrupt request, Each:	\$1.55

4.5 <u>Service Charges</u>

4.5.1 <u>Service Ordering Charge - Multi Element Charges</u>

Non-Recurring Charge

4.5.1.1	Primary - For connecting new or additional Access lines, telephone number change requests, and relocation of existing service to a different building		
	Business, per service order	\$ 37.20	
4.5.1.2	Secondary - For moving or changing existing service or adding new or additional service other than Access lines.		
	Business, per service order	\$ 18.50	
4.5.1.3 Record - For record type orders affecting directory listing			
	Business, per service order	\$ 17.00	
4.5.1.4 Restoration of Service – For reestablishment of service which was disconnected for non-payment			
I	Business, per occurrence	\$ 25.94	

4.5 <u>Service Charges</u> (Continued)

4.5.2 Access Line Connection Charges

Performing all or part of the operations associated with the connections of a central office line. These may include, but are not limited to, circuit design work and establishing or changing central office connections.

- 4.5.2.1 A Line Connection Charge applies for the connection of each local exchange line, Private Branch Exchange (PBX) trunk, WATS access line, Centrex line, Centrex Simulated Exchange Access Trunk (SEAT), and for Channel Services except as otherwise specified in this tariff. Line Connection Charges also apply to the relocation of existing service to a different rate demarcation point, building or property.
- 4.5.2.2 A Line Restoral Charge applies for the restoral of service to each local exchange line, PBX trunk or WATS access line suspended at the request of the customer.
- 4.5.2.3 A premium installation appointment allows customers to schedule outside of the Company's regular working hours, the installation of residence Local Exchange Service or WATS at their residences, providing such installation requires a visit to the customer's premises. There will be no Premium Installation Appointment Charge applied or a customer-missed premium installation appointment. The customer will be notified of any premium installation appointment cancellation by the Telephone Company, and the customer will be offered another premium installation appointment without charge.

4.5 <u>Service Charges</u> (Continued)

4.5.2 Access Line Connection Charges (Continued)

4.5.2.1 Per Access Line or Trunk – Business-Non-Recurring Charge

Exchange Lines	\$26.80
PBX Trunks	\$26.80
Line Change Charge	\$17.80
Line Restoral Charge	\$ 5.54
Premium Installation Charge	\$39.50

4.5.3 <u>Maintenance Visit Charge</u>

Business	
Nondata	\$66.66
Data	\$94.00

4.6 <u>TOUCH-TONE Calling Service</u>

TOUCH-TONE calling service provides for the origination of telephone calls through the use of pushbuttons in lieu of a rotary dial. The service is furnished for use with individual and two-party central office lines. It may be furnished to either one or both customers on a two party line. TOUCH-TONE calling service requires special central office equipment and will be provided only from central offices where facilities are available.

4.6.1 Rates and Charges

TOUCH-TONE charges are included in local dialtone charges.

4.7 <u>Directory Listings</u>

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings. Primary and additional Directory Listings are provided in the alphabetical section of the telephone directory in accordance with the regulations and rates specified herein. The alphabetical section of the telephone directory consists of a list of names of customers in alphabetical order and is designed solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use the customer's service as an aid to the use of telephone service, and special position or arrangement of names is not contemplated. The primary listing for business service is ordinarily the name of the Customer or the name under which a business is regularly conducted. For business services, additional listing are available only in the name of an authorized user of the customer's service. Business additional listings are not permitted in connection with residence service. Business additional listings may be provided in connection with Joint User Service with one additional listing offered at no charge for each joint user on a customer's service.

The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgement, the clearness of the listing or the identification of the customer is not impaired. Where more than one line is required to properly list the Customer, there is no additional charge.

The Company may refuse a listing which is known not to constitute a legally authorized or adopted name or a listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party or is a contrived name used for advertising purposes, or to secure a preferential position in the directory, or is more elaborate than is reasonably necessary to identify the listed party.

4.7 <u>Directory Listings (Continued)</u>

A. <u>Non-Listed Telephone Number</u>

At the customer's request, non-listed telephone service will be furnished which will provide for the omission or deletion of the customer's telephone number from the telephone directory. The telephone listing will be available through directory assistance and other records that will be given to any calling party. Charges for non-listed telephone numbers are as specified in 4.7.1 following.

B. <u>Non-Published Telephone Number</u>

At the customer's request, a non-published telephone service will be furnished which will provide for omission or deletion of the customer's telephone number from the telephone directory and from the directory assistance records. The Company will make every effort to prevent disclosure of non-published numbers but will not be liable should such number be divulged inadvertently. When a call is placed to the Emergency 9-1-1 Service and the source of the call or the location of the call is associated with a nonpublished telephone number, the Company will release (to the appropriate local government authority responsible for the Emergency 9-1-1 Service), the name and address of the calling party and/or the name and address associated with the emergency location, where such information can be determined. Charges for non-published telephone numbers are as specified in 4.7.1 following.

4.7.1 Rates and Charges - Business

Primary Listing	\$0.00
Additional Listing	\$1.42
Non-List Number	\$1.06/month
Non-Published Number	\$1.71/month

4.8 <u>Central Office Non-Transport Service Offerings</u>

4.8.1 <u>Direct Inward Dialing Service</u> (DID)

DID Service provides for inward dialing from the telecommunications network directly to lines associated with switching equipment located on the customer's premises.

4.8.1.1 Central Office Components Installation

	Installation Charge	Monthly Rate
Establish Trunk group and provide first group of 20 DID numbers-telephone answering service	\$725.00	\$9.27
Establish Trunk group and numbers-other	\$725.00	\$20.25
Each additional group of 20 DID numbers-telephone answering service	\$22.00	\$9.27
Each additional group of 20 DID numbers - other	\$22.00	\$20.25
DID CO trunk connection	\$84.00	\$10.25

4.9 <u>Custom Calling Services</u>

4.9.1 <u>Business - Individual Features</u>

A. Description of Services

- 1) Call Waiting- Call Waiting is an arrangement whereby a customer who is using an exchange line arranged for call waiting is alerted, by means of a tone signal, when another caller is trying to reach that line. The customer, by flashing the switchhook, is able to have alternate conversation between parties. Where facilities permit, the incoming call tone signal may be blocked on a per call basis. At the completion of the call, the call waiting feature is automatically reactivated.
- 2) Call Forwarding Call Forwarding is an arrangement whereby incoming calls may be transferred to another telephone number by dialing a prefix code and the telephone number of the service to which calls are to be transferred. Calls forwarded by this feature are subject to local and long distance message charges. This service contemplates that normal transmission performance quality cannot be guaranteed to all calls.
- 3) Three-way Calling Three-way Calling permits an existing call to be held and a second call to be established and added to the connection for conferencing. This service contemplates that normal transmission performance quality cannot be guaranteed to all calls.
- 4) Call Block Call Block is an arrangement which prevents future calls from up to six prespecified telephone numbers, one of which may be the most recent incoming call from an unknown telephone number immediately after the unwanted call has been received. Callers from the prespecified telephone numbers will receive an announcement that the called party is not accepting calls. For calls from a line within a multiline hunting group, the call will be blocked only when the main telephone number is included as one of the six prespecified telephone numbers.

- 4.9 <u>Custom Calling Services (Continued)</u>
 - 4.9.1 <u>Business Individual Features (Continued)</u>
 - A. <u>Description of Services (Continued)</u>
 - 5) Call Trace Call Trace is an arrangement which permits the customer to trace the last call received. The result of the call trace is automatically sent to the Company for subsequent furnishing to legally constituted law enforcement agencies or authorities upon proper request by them. The call trace result is not available to the customer. The Company is not liable for damages if, for any reason, the call trace attempt is not successful.
 - 6) Repeat Dialing Repeat Dialing is an arrangement which permits the customer to redial automatically the last number dialed. If the called line is found to be busy, a 30-minute queuing process begins. The customer is then given an indication that the network will attempt to set up the call when called line is idle. The network periodically tests the busy/idle status of the called line until both lines are found idle or the queuing process expires.
 - 7) Distinctive Ring Distinctive Ring is a feature which allows a customer to have up to three separate telephone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on incoming calls to allow for identification of the incoming call. A distinctive call waiting tone for each telephone number will be provided, where facilities permit, to customers also subscribing to call waiting.

- 4.9 <u>Custom Calling Services (Continued)</u>
 - 4.9.1 <u>Business Individual Features (Continued)</u>
 - A. <u>Description of Services (Continued)</u>
 - 8) Caller ID- Caller ID is an arrangement which permits a customer with Local Exchange Service, other than foreign exchange, foreign zone or foreign central office services provisioned over interoffice facilities, to receive the calling telephone number for calls placed to the customer. The calling telephone number will be forwarded from the terminating central office to compatible customer-provided display equipment associated with a customer's Local Exchange Service. The calling telephone number will be delivered during the first silent interval of ringing. For calls originating from a line within a multiline hunting group, only the main telephone number will be delivered. If the calling telephone number is not available for forwarding to the called party, a message indicating that unavailability will be forwarded. The calling party can prevent the Caller ID customer from seeing the calling telephone number display by dialing a special code prior to placing each call. This is known as Per Call Blocking. When the calling party uses this blocking capability. the Caller ID customer will receive an indication on the Caller ID equipment that the display of the calling telephone number has been suppressed. There is no charge for using Per Call Blocking. Caller ID customers may re-direct to an announcement, incoming calls with Per Call Blocking activated, by activating the Anonymous Call Rejection arrangement.

4.9 <u>Custom Calling Services (Continued)</u>

- 4.9.1 <u>Business Individual Features (Continued)</u>
 - A. <u>Description of Services (Continued)</u>
 - 9) Caller ID with Name - Caller ID with Name is an arrangement which permits a customer with Local Exchange Service, other than foreign exchange, foreign zone or foreign central office services provisioned over interoffice facilities, to receive the calling telephone number and the main listed name associated with the calling telephone number for calls placed to the customer. The calling telephone number and name will be forwarded from the terminating central office to compatible customerprovided display equipment associated with a customer's Local Exchange Service. For calls originating from a line within a multiline hunting group, only the main telephone number and name will be delivered. If the calling telephone number and name is not available for forwarding to the called party, a message indicating that unavailability will be forwarded. The calling party can prevent the Caller ID With Name customer from seeing the calling telephone number and name display by activating Per Call Blocking. There is no charge for using Per Call Blocking. When the calling party uses this blocking capability, the Caller ID With Name customer will receive an indication on the Caller ID With Name equipment that the display of the calling telephone number and name has been suppressed. Caller ID With Name customers may redirect to an announcement, incoming calls with Per Call Blocking activated, by activating the Anonymous Call Rejection arrangement. Where facilities permit and when requested by a subscriber to Call Waiting, the calling name and number will display when Call Waiting is activated and this requires the next version of Caller ID With Name CPE.

- 4.9 <u>Custom Calling Services (Continued)</u>
 - 4.9.1 <u>Business Individual Features (Continued)</u>
 - A. <u>Description of Services (Continued)</u>
 - 10) Priority Call -Priority Call is an arrangement which provides for one distinctive audible signal to the customer when a call is received from one of up to six prespecified telephone numbers. If the customer also subscribes to call waiting, and the incoming call arrives while the line is busy, the usual call waiting tone is altered with a distinctive pattern. For calls originating from a line within a multiline hunting group, the distinctive signal is only produced when the caller's main telephone number is one of those prespecified.
 - 11) Select Forward Select Forward is an arrangement which permits a customer to prespecify, up to a maximum of six, telephone numbers from which calls are to be forwarded. During the period that select forward is activated, only calls from one of the prespecified numbers will be forwarded. For calls from a line within a multiline hunting group, the call will be forwarded only when the main telephone number has been prespecified.

- 4.9 <u>Custom Calling Services (Continued)</u>
 - 4.9.1 <u>Business Individual Features (Continued)</u>
 - A. Description of Services (Continued)
 - 12) Ultra Forward -The Ultra Forward feature combines Call Forwarding with remote access capability. In addition to the current Call Forwarding feature-access method, the Ultra Forward feature provides customers access from any touch tone capable telephone. The customer dials a remote access directory number and then is guided by voice messages to enter their home or office telephone number equipped with the Ultra Forward feature, a Personal Identification Number (PIN) and a feature code. This service contemplates that normal transmission performance quality cannot be guaranteed on forwarded calls. The remote access capability may experience occasional interruptions in service. The Company shall not be liable for damages if, for any reason, the service is interrupted or inoperable.
 - 13) Anonymous Call Rejection Anonymous Call Rejection is an arrangement that allows a called party to reject calls from parties that have activated the *67 Per Call Blocking feature to prevent the display of the calling telephone numbers to Caller ID subscribers, or to prevent the display of the calling telephone numbers and associated main listed names to Caller ID with Name subscribers. When Anonymous Call Rejection is activated, such calls will be routed to an announcement which tells the calling party that the called party will not accept calls from callers who have chosen to prevent the display of their telephone numbers and names. The calling party will be instructed to hang up and place the call again, without activating the *67 Per Call Blocking feature. Customers may activate or deactivate Anonymous Call Rejection by dialing an activation code. This arrangement is included with the Caller ID and Caller ID with Name features and is available to non-Caller ID/Caller ID with Name customers.

4.9 <u>Custom Calling Services (Continued)</u>

4.9.1 <u>Business Individual Features (Continued)</u>

B. Rates and Charges

	<u>Non-Recurring</u> <u>Charge, per</u> <u>function</u>	<u>Monthly</u> <u>Rate</u>
1) Call Waiting		\$ 4.00
2) Call Forwarding		\$ 4.00
Three-Way Calling		\$ 4.00
Per activation	\$0.75	
4) Call Block		\$ 4.50
5) Call Trace		\$ 4.00
Pay Per Use	\$1.00	
6) Automatic Call Back		\$4.28
7) Automatic Call Back – Pay Per Use	\$0.75	
8) Repeat Dialing		\$2.00
9) Repeat Dialing Activation	\$0.75	
10) Distinctive Ringing		\$ 6.50
11) Caller ID		\$ 8.50
12) Call ID Deluxe w/name		\$9.50
13) Priority Call		\$3.50
14) Select Forward		\$4.50
Select Forward Activation	\$0.75	
15) Busy Line Transfer		\$2.00

4.9 <u>Custom Calling Services</u> (Continued)

4.9.1 <u>Business - Individual Features</u> (Continued)

	Non-Recurring	Monthly
	<u>Charge</u>	<u>Rate</u>
16) Ultra Forward		\$ 7.00
17) Remote Call Forwarding	\$11.79	\$18.84
Each Additional Arrangement	\$11.79	
18) Toll Restriction		\$ 0.00
19) Call Trace Deny		\$ 0.00
20) Repeat Dial Deny		\$ 0.00
21) Return Call Deny		\$ 0.00
22) Select Forward Deny		\$ 0.00
23) Anonymous Call Rejection		\$3.00

4.9 <u>Custom Calling Services</u> (Continued)

- 4.9.2 <u>PBX Features</u> (Continued)
 - A. Description of Services (Continued)

Call Forwarding - Busy Line is a fixed arrangement which automatically routes incoming calls to the designated telephone number when the called line is busy.

Call Forwarding - Don't Answer is a fixed arrangement which automatically routes incoming calls to the designated telephone number when the called line doesn't answer before passage of a predetermined interval.

Hunting Service Arrangements - A Hunting Service Arrangement is equipment located in the Company's central office arranged to select the next available line of a customer's group of hunting lines, when the line associated with the called number of the customer is busy. The rate specified in 4.9.2 following is applicable to individual line service, including incoming message-rated PBX trunks.

Remote Call Forwarding is a telecommunications network service that utilizes a telephone number and electronic switching system central office facilities to automatically forward all incoming calls dialed to the Remote Call Forwarding telephone number to the terminating telephone number.

- 4.9 <u>Custom Calling Services (Continued)</u>
 - 4.9.2 PBX Features (Continued)
 - B. Rates and Charges

	Non-Recurring	Monthly
	Charge	Charge
B. <u>Rates and Charges</u>		
 Call Forwarding- Busy Line 		\$2.00
Call Forwarding - No Answer		\$2.00
3) Call Forwarding – Both Busy and No A	Answer	\$2.00
4) Hunting Service Arrangement		\$0.88
5) Remote Call Forwarding	\$11.79	\$18.84
Each Additional Arrangement	\$11.79	

4.10 Extended Area Calling

4.10.1 General

Extended Area Calling provides for calling on a measured rate or message rate usage basis to specified exchanges and zones located outside of a customer's Local Exchange Service local service area.

4.10.2 Regulations

- A. The regulations and rates as specified in Section 4.1.4 A (1) for measured and 4.1.4 A (2) for message rates preceding, are applicable to Extended Area Calling services furnished within each exchange or zone as specified in this tariff.
- B. Exchanges and Zones with Extended Calling Areas

Exchange or Zone	Exchanges or Zones in Extended Calling Area
Alexandria-Arlington	Dale City, Haymarket, Independent Hill Manassas, Nokesville, Occoquan, Triangle
Fairfax-Vienna	Dale City, Haymarket, Independent Hill, Manassas, Nokesville, Occoquan, Triangle
Falls Church-McLean	Dale City, Haymarket, Independent Hill, Manassas, Nokesville, Occoquan, Triangle
Herndon	Haymarket, Manassas, Nokesville

- 4.10 Extended Area Calling (Continued)
 - 4.10.2 <u>Regulations</u> (Continued)
 - B. <u>Exchanges and Zones with Extended Calling Areas</u> (Continued)

Exchange or Zone Exchanges or Zones in Extended Calling Area

[RESERVED FOR FUTURE USE]

- 4.10 Extended Area Calling (Continued)
 - 4.10.2 <u>Regulations</u> (Continued)
 - B. <u>Exchanges and Zones with Extended Calling Areas</u> (Continued)

Exchange or Zone

Exchanges or Zones in Extended Calling Area

[RESERVED FOR FUTURE USE]

SECTION 5. SPECIAL ARRANGEMENTS

5.1 Individual Case Basis (ICB) Arrangements

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

5.2 <u>Service and Promotional Trials</u>

A. General

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

5.3 <u>Special Assembly</u>

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.

SECTION 5. SPECIAL ARRANGEMENTS

5.4 <u>Telecommunications Relay Service (TRS)</u>

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

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