# FIRST COMMUNICATIONS, LLC REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

#### APPLYING TO LOCAL EXCHANGE COMMUNICATIONS SERVICES

#### WITHIN THE COMMONWEALTH OF VIRGINIA

This tariff is on file with the Virginia State Corporation Commission and can be viewed at their Division of Communications located in the Tyler Building, 9<sup>th</sup> Floor, 1300 East Main Street, Richmond, Virginia 23219. In addition, this tariff is available for review at the Company's principle place of business, Monday - Friday, 8:00 am - 5:00 pm, local time, 3340 West Market Street, Akron, OH 44333

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# CHECK SHEET

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<sup>\* -</sup> Denotes new or revised page with this filing.

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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 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.

Bit: 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: First Communications, LLC, 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 services Interrupted Service: That portion of service provided to a Subscriber Or Authorized User for which the Company has been notified of a temporary cessation and given an opportunity to test and repair.

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

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

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)

Origination Point: 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.

#### SECTION 3. RULES AND REGULATIONS

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

The Company undertakes to furnish residential and business communications service pursuant to the terms of this tariff in connection with one-way and/or two way information transmission between points within the State of Virginia.

#### 3.2 Prohibited Uses

- A. The Services of the Company shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits, required to be obtained by the Customer with respect thereto.
- B. The Company may require applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of 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</u> (Continued)

- 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 Obligations of the Customer

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

- A. The payment of all charges applicable to the Services.
- B. Damage or loss of the Company's facilities or equipment caused by the acts 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</u>, (Continued)

- 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 <u>Liability of the Company</u>

- 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 OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- L. The Customer and any End User, jointly and severally, shall indemnify, defend and hold the Company harmless from claims, loss, damage, expense, or liability (including liability for patent infringement) arising from: (1) any claims made against Company by any End User in connection with the delivery or consumption of Services: (2) combining with, or using in connection with facilities the Company furnished, facilities the Customer or End User furnished; or (3) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control. In the event that any infringing use is enjoined, the Customer, at its option and expense, may obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and any End Users shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims.

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

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

#### 3.5.1 General (Continued)

- 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</u> (Continued)

#### 3.5.1 General (Continued)

- In the event Company places Company equipment on Customers' premises for the purpose of furnishing service under this agreement, unless otherwise stipulated, Company is solely responsible for operating and maintaining such equipment. In the event that Customer attempts to operate or maintain any such equipment without first obtaining Company's written approval, in addition to any other remedies of Company for a breach by Customer of Customer's obligations hereunder, Customer shall pay Company for any damage to Company's equipment caused or related to such unauthorized operation or maintenance of Company's equipment upon receipt by Customer of a Company invoice therefore. In no event shall Company be liable to Customer, End User or any other person for interruption of the Service or for any other loss, cost or damage caused or related to Customer's improper or inappropriate use of Company provided equipment.
- J. Customer agrees to allow Company to remove all Company-provided equipment from Customer or End Users premises:
  - 1) upon termination, interruption or suspension of the Service in connection with which the equipment was used; and
  - 2) for repair, replacement or otherwise as Company may determine is necessary or desirable.
- K. At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer or End User's premises, normal wear and tear only excepted. Customer shall reimburse Company for the unamortized cost of any such equipment in the event the foregoing conditions are not met.

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

#### 3.5.1 General (Continued)

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

3.5 Service Connections and Customer Equipment (Continued)

#### 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</u> (Continued)

#### 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 multicompany 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</u> (Continued)

# 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 (Continued)

#### 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 that the Company is required to collect on behalf of a local government multiplied by 1.5%.

3.6 Payment and Rendering of Bills (Continued)

#### 3.6.2 Billing Procedures (Continued)

- D. Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, bypass, franchise or other local, state 911 taxes, LNP, TRS, Rights of Way fees and Federal taxes, fees, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services rendered by Company, (excepting Company's income taxes). Such items shall be separately stated on the Customer's invoice.
- E. For Returned Checks: The Customer will be assessed a returned check charge of \$30.00 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 Payment and Rendering of Bills (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 (804) 371-9420

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

#### 3.6 Payment and Rendering of Bills (Continued)

#### 3.6.4 Discontinuance and Restoration of Service

#### 3.6.4.1 <u>Cancellation by the Company</u>

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 including dial tone line, local usage, local exchange services such as Call Waiting and Call Forwarding, Federal Subscriber Line Charge, Federal Universal Service Fund, Telephone Relay Services, and associated services and installation charges that are regulated by the State Corporation Commission. Service will not be terminated for a customer's failure to pay for intraLATA or interLATA toll services, or other services not regulated by the State Corporation Commission. The Company will note, on the customer's bill, those services which may lead to the termination of their local exchange service for non-payment.

A customer's nonpayment of bundled services may result in disconnection of all services in the bundle. This applies to bundles which include basic telephone service as part of a basic bundle and designated other telecommunications components.

- B. or 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. or 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 Payment and Rendering of Bills (Continued)

# 3.6.4 Discontinuance and Restoration of Service (Continued)

#### 3.6.4.1 <u>Cancellation by the Company</u> (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 therefore within the time permitted by law: The Company may immediately discontinue or suspend Service under this tariff without incurring any liability.

# 3.6.4.2 Resumption of Service

If Service has been suspended 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 <u>Interruptions of Service and Credit Allowances</u>

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

# A. Credit allowances do not apply to interruptions:

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

# 3.7 <u>Interruptions of Service and Credit Allowances</u> (Continued)

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

Length of Service Interruption	Credit
-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 credit will be allowed for any period of twenty-four hours.

### 3.8 Use of Service By Others

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

### 3.9 Terms and Conditions

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

### 3.10 Application for Service

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

### 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 <u>Non-Routine Installation</u>

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 <u>Maintenance and Testing</u>

- A. Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilitie s 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 Emergency Service (E/911)

- A. Enhanced 9-1-1 service" or "E-911" is a service consisting of telephone network features and Public Safety Answering Points (PSAPs) provided for Customers to reach a PSAP by dialing the digits "9-1-1." Such service automatically directs 9-1-1 emergency telephone calls to the appropriate PSAPs by selective routing based on the geographical location from which the emergency call originated and provides the capability for Automatic Number Identification and Automatic Location Identification features.
- B. All E-911 calls will be placed by the calling party via interconnection with a local exchange carrier or an interexchange carrier other than the Company. The Company cannot guarantee the completion of said E-911 call, the quality of the call or any features that may otherwise be provided with E-911 Service, except to the extent guaranteed in the Company's interconnection or resale agreements with the incumbent local exchange carrier or other facilities provider.
- C. This service is offered as an aid in handling assistance calls in connection with, fire, police and other emergencies and does not create any relationship or obligation direct or indirect, to any person. In the event of any interruption of the service, the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the Tariff rate for the service or facilities provided to the Customer for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the Customer of the service.

### 3.13 <u>Emergency Service (E/911)</u> (Continued)

- D. Further, each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer 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, or for any infringement or invasion of the right of 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, location or use of E-911 service features and the equipment associated therewith, or by any services which are or may be 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 E-911 services hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them.
- E. A 911 tax will be billed to the Customer as shown in 3.6.2.D, when imposed by the local government of the service address of the Customer.

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

[Reserved for Future Use]

#### 3.14 IntraLATA and InterLATA Presubscription

#### A. 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.

## B. <u>Presubscription Charges</u>

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

Nonrecurring Charges

Per business or residence line, trunk, or port

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

### 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 Special Construction (Continued)

- B. (Continued)
  - (1) Outside Plant Construction (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)
  - B. (Continued)
    - (2) Facilities up to the Network Interface (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 <u>700/900 Blocking Options</u>

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. 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.

#### SECTION 4. DESCRIPTION OF SERVICES AND RATES

### 4.1 <u>Basic Local Exchange Service</u>

Service is offered for local calling to customers pursuant to the terms if this tariff.

### 4.1.1 <u>Description of Services</u>

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;
- d) 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, a no additional usage fee, 911 service for emergency calling.

Customers and users may use service and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communications with its own customers (e.g. NPA 900, NXX 076, etc.)

Service is available 24 hours per day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities. Services are offered via the Company's facilities (whether owned, leased or under contract0 in combination with facilities services provided by other certificated carriers.

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

### 4.1.1 Description of Services (Continued)

Services, features and functions will be provided where facilities, including but not limited to, billing capability, technical capability and the ability of the Company to purchase Unbundled Network Elements ("UNEs") (as that term is defined by applicable law), either alone or in combination (including a combination of unbundled switching with other UNEs), are available. The Company reserves the right to withdraw any service provided pursuant to this tariff or to modify its terms and conditions, upon 30 days notice, in the event that changes occur (including regulatory changes) which affect either the availability of facilities or UNEs to the Company, or the terms and conditions upon which they are obtained. The foregoing is in addition to all other existing rights retained by the Company to modify or withdraw its services at any time.

Any other telephone company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

### 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.

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

#### 4.1.2 Application of Rates (Continued)

### A. <u>Determination of Airline Mileages</u>

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;
- (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;

<u>N</u>	<u>Multiplier</u>	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 Basic Local Exchange Service (Continued)

#### 4.1.2 Application of Rates (Continued)

### A. <u>Determination of Airline Mileages</u> (Continued)

### 2. Interexchange Channels

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

- a) Obtain the "V" and "H" coordinates for each rate center.
- 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) Square each difference obtained in (b) preceding.
- d) Add the squares of the "V" difference and "H" difference obtained in (c) preceding,
- e) Divide the sum of the squares obtained in (d) preceding by ten. Round to the next higher integer if any fraction is obtained.
- f) Obtain the square root of the result obtained in (e) preceding. This is the rate distance in miles with fractional miles being considered full miles.

Formula: 
$$\sqrt{\frac{(V_1 V_2)^2 + (H_1 H_2)^2}{10}}$$

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

#### 4.1.3 Service Areas and Rate Groups

First Communications, LLC 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 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.

A UNE Zone is a Geographic area established by the Commission pursuant to Section 51.507(f) of the Code of Federal Regulations.

Where a "1" appears in the Notes column, Residential individual line with an unlimited usage option is not offered in the identified exchange

# 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)

<b>Exchange</b>	Rate Class	Notes	UNE Zone	<b>Local Calling Exchanges</b>
Alexandria- Arlington	8,8		1	All zones of the WMEA, Arcola, Braddock, Catoctin, Dulles, Dulles Metro, Engleside, Herndon, Leesburg, Lorton, Lorton Metro
Appalachia	4,3		3	Appalachia, Big Stone Gap, Norton, Pennington Gap, Wise
Ashland	8B,7		2	Ashland, Bethia, Chester, Hanover, Manakin, Mechanicsville, Midlothian, Richmond, Rockville, Sandston, Varina
Bedford	7,6		3	Bedford, Buchanan, Big Island, Lynchburg, Montvale, Roanoke, Stone Mountain
Belle Haven	4,3		3	Belle Haven, Eastville, Onancock
Bent Mountain	7,6		1	Bent Mountain, Locust Grove, Roanoke, Salem, Shawsville
Berryville	6,5		3	Berryville, Bluemont, Boyce, Stephens City, Upperville, Winchester
Bethia	8B,7		3	Amelia, Ashland, Bethia, Chester, Dinwiddie, Manakin, Mechanicsville, Midlothian, Petersburg, Powhatan, Richmond, Rockville, Sandston, Varina

## 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)

<b>Exchange</b>	Rate Class Notes	UNE Zone	<b>Local Calling Exchanges</b>
Big Island	6,5	3	Allwood, Bedford, Big Island, Buchanan, Lynchburg
Big Stone Gap	5,3	3	Appalachia, Big Stone Gap, Norton, Pennington Gap, Wise
Blacksburg	6,6	1	Blacksburg, Christiansburg, Dublin, Pearisburg, Pulaski, Radford, Salem, Shawsville
Bluemont	6,5	3	Berryville, Bluemont, Catoctin, Leesburg, Middleburg, Mount Gilead, Upperville
Boyce	6,5	3	Berryville, Boyce, Stephens City, Upperville, Winchester
Braddock	8A,8A	1	Alexandria-Arlington, Arcola, Braddock, Dale City, Dulles, Dulles Metro, Engleside, Fairfax - Vienna, Falls Church - McLean, Herndon, Leesburg, Lorton, Lorton Metro, Manassas, Washington, D.C.
Brokenburg	6,6	3	Brokenburg, Chancellor, Fredericksburg, Ladysmith, Mineral, Spotsylvania, Unionville
Buchanan	7,6	3	Bedford, Big Island, Buchanan, Fincastle, Montvale, Roanoke, Troutville
Calverton	6,5	3	Calverton, Hartwood, Haymarket, Nokesville, Remington, Triangle, Warrenton
Cape Charles	8B,7	3	Cape Charles, Eastville, Great Bridge, Hickory, Norfolk-Va. Beach Zone, Portsmouth, Princess Anne
Cartersville	8B,8B	3	Cartersville, Cumberland, Farmville, Fife, Powhatan
Catoctin	8B,7	3	Alexandria-Arlington, Bluemont, Catoctin, Fairfax-Vienna, Falls Church-McLean, Herndon, Leesburg, Mount Gilead

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

## 4.1.3 <u>Service Area and Rate Groups</u> (Continued)

## B. Exchange and Zone Rate Classes and Local Service Areas (Continued)

<b>Exchange</b>	Rate Class	<u>Notes</u>	UNE Zone	<b>Local Calling Exchanges</b>
Charles City	8B,7		3	Charles City, Claremont, Enon, Hopewell, Providence Forge, Richmond, Surry, Toano, Varina, Williamsburg
Chatham	6,4		3	Bachelors Hall, Chatham, Danville, Whitmell
Chester	8B,7		2	Ahsland, Bethia, Chester, Enon, Hopewell, Manakin, Mechanicsville, Midlothian, Petersburg, Richmond, Rockville, Sandston, Varina
Chincoteague	3,2		3	Chincoteague, Temperanceville
Christiansburg	7,6		2	Alum Ridge, Blacksburg, Christiansburg, Dublin, Locust Grove, Pulaski, Radford, Roanoke, Salem, Showsville
Clinchco	3,2		3	Clinchco, Clintwood, Coeburn, Dante, Davenport, Haysi
Clintwood	5,4		3	Clinchco, Clintwood, Coeburn, Dante, Haysi, Pound, Wise
Clover	4,3	1	3	Barnesville, Charlotte Court House, Clover, Drakes Branch, Halifax, South Boston
Coeburn	5,4		3	Clinchco, Clintwood, Coeburn, Dante, Norton, St. Paul, Wise
Concord	6,6		3	Appomattox, Concord, Gladstone, Lynchburg, Pamplin, Rustburg
Craigsville	6,4		3	Craigsville, Staunton
Criglersville	6,4		3	Criglersville, Culpeper, Madison, Orange, Shenandoah Park, Sperryville

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

## 4.1.3 <u>Service Area and Rate Groups (Continued)</u>

## B. Exchange and Zone Rate Classes and Local Service Areas (Continued)

<b>Exchange</b>	Rate Class N	<u>Iotes</u> <u>UN</u>	NE Zone Local Calling Exchanges
Crows-Hematite	5,3	3	Clifton Forge, Covington, Crows-Hematite, Pots Creek, White Sulphur Springs, W. Va
Culpeper	7,6	3	Criglersville, Chancellor, Culpeper, Hartwood, Madison, Marshall, Orange, Remington, Sperryville, Unionville, Warrenton, Washington
Cumberland	8B,8B	3	Arvonia, Buckingham, Cartersville, Cumberland, Dillwyn, Farmville, Powhatan, Prospect
Cumberland Gap	5,3	3	Cumberland Gap, Tenn., Cumberland Gap, Va., Fork Ridge, Tenn., Jonesville, Middlesboro, Ky., Pennington Gap, New Tazewell, Tenn., Chapel, Tenn.
Dante	5,3	3	Clinchco, Clintville, Coeburn, Dante, Davenport, Haysi, Lebanon, Saint Paul
Danville	5,5	1 2	Axton, Bachelors Hall, Chatham, Danville, Gatewood, N.C., Milton, N.C., Whitmell
Davenport	5,4	3	Big Prater, Clinchco, Dante, Davenport, Grundy, Haysi, Honaker, Jewell Ridge, Lebanon, Oakwood, Richlands
Dinwiddie	8B,8B	3	Bethia, Dinwiddie, Disputanta, McKenney, Petersburg, Stony Creek
Dublin	6,5	3	Blacksburg, Christiansburg, Dublin, Pearisburg, Pulaksi, Radford
Eastville	5,5	3	Belle Haven, Cape Charles, Eastville
Engleside	8A,8A	1	Alexandria-Arlington, Braddock, Dulles, Dulles Metro, Engleside, Fairfax-Vienna, Falls Church- McLean, Herndon, Lorton, Lorton Metro, Occoquan, Washington, D.C.

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

## 4.1.3 <u>Service Area and Rate Groups</u> (Continued)

## B. Exchange and Zone Rate Classes and Local Service Areas (Continued)

<b>Exchange</b>	Rate Class	Notes	UNE Zone	<b>Local Calling Exchanges</b>
Enon	7,7		2	Charles City, Chester, Claremont, Enon, Hopewell, Petersburg, Varina
Fairfax-Vienna	8,8		1	All zones of the WMEA, Arcola, Braddock, Catoctin, Dulles, Dulles Metro, Engleside, Herndon, Leesburg, Lorton, Lorton Metro
Falls Church- McLean	8,8		1	All zones of the WMEA, Arcola, Braddock, Catoctin, Dulles, Dulles Metro, Engleside, Herndon, Leesburg, Lorton, Lorton Metro
Fife	8B,8B		3	Cartersville, Fife, Goochland, Louisa, Mineral, Powhatan
Fredericksburg	6,6		1	Bowling Green, Brokenburg, Chancellor, Colonial Beach, Fredericksburg, Hartwood, King George, Port Royal, Spotsylvania, Stafford
Gainesboro	5,5		3	Gainesboro, Gore, Winchester
Goochland	8B,7		3	Fife, Goochland, Manakin, Mineral, Powhatan, Richmond, Rockville
Gordonsville	7,5		3	Charlottesville, Gordonsville, Louisa, Orange, Unionville
Gore	6,5		3	Capon Bridge, W. Va., Gainesboro, Gore, Winchester
Greenwood	6,6	1	3	Charlottesville, Crozet, Greenwood, Lovingston
Hampton -Aberdeen -Drummonds CnrQueen StWoodland	8B,7		1 1 2 1	All zones of the NNMEA Zone, Chuckatuck, Crittenden, Gloucester, Great Bridge, Hayes, Hickory, Norfolk-Va. Beach Zone, Portsmouth Zone, Princess Anne, Smithfield, Suffolk, Surry, Toano, Williamsburg, Windsor.

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

## 4.1.3 <u>Service Area and Rate Groups</u> (Continued)

## B. Exchange and Zone Rate Classes and Local Service Areas (Continued)

<u>Exchange</u> Hartwood	Rate Class Notes	UNE Zone	<u>Local Calling Exchanges</u> Calverton, Chancellor, Culpeper, Fredericksburg, Hartwood, Remington, Stafford, Triangle
Haysi	6,4	3	Big Prater, Clinchco, Clintwood, Dante, Davenport, Haysi, Honaker, Lebanon, Maxie, Richlands
Herndon	8A,8A	1	Alexandria-Arlington, Arcola, Braddock, Catoctin, Dulles, Dulles Metro, Engleside, Fairfax-Vienna, Falls Church-McLean, Herndon, Leesburg, Lorton, Lorton Metro, Washington, D.C.
Honaker	6,4	3	Davenport, Grundy, Haysi, Honaker, Jewell Ridge, Lebanon, Oakwood, Richlands, Tazewell
Hopewell	8B,8B	2	Charles City, Chester, Claremont, Disputanta, Enon, Hopewell, Petersburg, Waverly
Jonesville	3,2	3	Cumberland Gap, Jonesville, Lee, Pennington Gap, St. Charles
Lebanon	5,4	3	Dante, Davenport, Haysi, Honaker, Jewell Ridge, Lebanon, Richlands, St. Paul
Leesburg	8B,7	1	Alexandria-Arlington, Arcola, Bluemont, Braddock, Catoctin, Dulles, Dulles Metro, Fairfax-Vienna, Falls Church-McLean, Herndon, Leesburg, Middleburg, Mount Gilead
Louisa	5,3	3	Fife, Gordonsville, Louisa, Mineral, Orange, Unionville
Lovingston	7,5	3	Amherst, Charlottesville, Gladstone, Greenwood, Lovingston, Piney River, Raphine, Sweet Briar

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

## 4.1.3 <u>Service Area and Rate Groups</u> (Continued)

## B. Exchange and Zone Rate Classes and Local Service Areas (Continued)

<b>Exchange</b>	Rate Class	<u>Notes</u>	UNE Zone	<b>Local Calling Exchanges</b>
Lynchburg -Church -Clearview -Madison -New London -Old Forest -Timberlake -Yellow Branch	6,6		1 1 2 3 3 1 1 1 3	Allwood, Altavista, Amherst, Appomattox, Bedford, Big Island, Concord, Gladstone, Gretna, Hurt, Lynchburg, Pamplin, Renan, Rustburg, Stone Mountain, Sweet Briar
Madison	6,4		3	Criglersville, Culpeper, Madison, Orange, Shenandoah Park
Manakin	8B,7		3	Ashland, Bethia, Chester, Goochland, Manakin, Mechanicsville, Midlothian, Powhatan, Richmond, Rockville, Sandston, Varina
Marshall	6,5		3	Culpeper, Marshall, Middleburg, The Plains, Upperville, Warrenton
McKenney	8B,8B		3	Ablerta, Dinwiddie, Emporia, McKenney, Petersburg, Stony Creek
Mechanicsville	7,7		2	Ashland, Bethia, Chester, Dawn, Hanover, Manakin, Mechanicsville, Midlothian, Old Church, Providence Forge, Richmond, Rockville, Sandston, Varina
Middleburg	6,5		3	Arcola, Bluemont, Haymarket, Leesburg, Marshall, Middleburg, Mount Gilead, The Plains, Upperville
Midlothian	7,7		2	Amelia, Ashland, Bethia, Chester, Manakin, Mechanicsville, Midlothian, Powhatan, Richmond, Rockville, Sandston, Varina
Mineral	5,3		3	Brokenburg, Fife, Goochland, Ladysmith, Louisa, Mineral, Unionville
Montvale	7,6		3	Bedford, Buchanan, Montvale, Roanoke, Salem, Stone Mountain
Mount Gilead	6,5		3	Bluemont, Catoctin, Leesburg, Middleburg, Mount Gilead, Upperville

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

## 4.1.3 <u>Service Area and Rate Groups</u> (Continued)

## B. Exchange and Zone Rate Classes and Local Service Areas (Continued)

<b>Exchange</b>	Rate Class No	otes UNE Zo	<u>Local Calling Exchanges</u>
Narrows	3,3	3	Narrows, Pearisburg, Peterstown. W. Va., Rocky Gap
Newport News Zone	8B,7	1,2	Chuckatuck, Crittenden, Gloucester, Great Bridge, Hayes, Hickory, All zones of the NNMEA, Norfolk- Va Beach Zone, Portsmouth Zone, Princess Anne, Smithfield, Suffolk, Surry, Toano, Williamsburg, Windsor
Norfolk-Virginia Beach Zone	8B,7	1	All zones of the NMEA, Cape Charles, Chuckatuck, Crittenden, Franklin, Holland, Knotts Is., N.C., All zones of the NNMEA, Smithfield, Suffolk, Whaleyville, Windsor
Norton	5,4	1	Appalachia, Big Stone Gap, Coeburn, Norton, Pound, Wise
Onancock	5,4	3	Belle Haven, Onancock, Parksley
Orange	6,4	3	Chancellor, Criglersville, Culpeper, Gordonsville, Louisa, Madison, Orange, Unionville
Parksley	4,4	3	Onancock, Parksley, Temperancesville
Pearisburg	6,4	3	Blacksburg, Dublin, Narrows, Pearisburg, Pembroke, Pulaski, Radford
Peninsula Zone	8B,7	1	All zones of the NNMEA, Chuckatuck, Crittenden, Gloucester, Great Bridge, Hayes, Hickory, Norfolk- Va. Beach Zone, Portsmouth Zone, Princess Anne, Smithfield, Suffolk, Surry, Toano, Williamsburg, Windsor
Pennington Gap	4,3	3	Appalachia, Big Stone Gap, Cumberland Gap, Jonesville, Lee, Pennington Gap, Saint Charles
Petersburg - Chesdin	8B,8B	2 3	Bethia, Chester, Claremont, Dinwiddie, Disputanta, Enon, Hopewell, McKenney, Petersburg, Stoney Creek, Waverly

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

## 4.1.3 <u>Service Area and Rate Groups</u> (Continued)

## B. Exchange and Zone Rate Classes and Local Service Areas (Continued)

<b>Exchange</b>	Rate Class Not	es <u>UNE Zone</u>	<b>Local Calling Exchanges</b>
Piney River	7,7	3	Allwood, Amherst, Lovingston, Piney River, Raphine, Sweet Briar
Poquoson Zone	8B,7	2	Chuckatuck, Crittenden, Gloucester, Great Bridge, Hayes, Hickory, All zones of the NNMEA, Norfolk-Va. Beach Zone, Portsmouth Zone, Princess Anne, Smithfield, Suffolk, Surry, Toano, Williamsburg, Windsor
Portsmouth Zone -Deep Creek	8B,7	1	All zones of the NMEA, Cape Charles, Chuckatuck, Crittenden, Franklin, Holland, Knotts Is., N.C., Smithfield, Suffolk, Whaleyville, Windsor
Pound	5,4	3	Clintwood, Norton, Pound, Wise
Powhatan	8B,7	3	Amelia, Bethia, Cartersville, Cumberland, Fife, Goochland, Manakin, Midlothian, Powhatan, Richmond
Providence Forge	8B,7	3	Charles City, Mechanicsville, Old Church, Providence Forge, Richmond, Sandston, Toano, Varina, West Point, Williamsburg
Pulaksi	6,5	2	Blacksburg, Christiansburg, Dublin, Pearisburg, Pulaksi, Radford
Radford	6,6	2	Blacksburg, Christiansburg, Dublin, Pearisburg, Pulaski, Radford
Remington	6,5	3	Calverton, Culpeper, Hartwood, Remington, Warrenton
Richmond	7,7	1	Amelia, Ashland, Bethia, Charles City, Chester, Goochland, Hanover, Manakin, Mechanicsville, Midlothian, Old Church, Powhatan, Providence Forge, Richmond, Rockville, Sandston, Varina

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

## 4.1.3 <u>Service Area and Rate Groups</u> (Continued)

## B. Exchange and Zone Rate Classes and Local Service Areas (Continued)

<b>Exchange</b>	Rate Class	<u>Notes</u>	<b>UNE Zone</b>	<b>Local Calling Exchanges</b>
Roanoke -Barkley -Bonsack -Cave Spring -Cove Road -Garden City -Luck	7,7		1 1 3 1 1 2	Bedford, Bent Mountain, Boones Mill, Buchanan, Burnt Chimney, Christiansburg, Eagle Rock, Fincastle, Montvale, New Castle, Roanoke, Salem, Shawsville, Stone Mountain, Troutville
Rockville	8B,7		3	Ashland, Bethia, Chester, Goochland, Manakin, Mechanicsville, Midlothian, Richmond, Rockville, Sandston, Varina
Saint Charles	3,3		3	Jonesville, Pennington Gap, Saint Charles
Saint Paul	4,3		3	Coeburn, Dante, Lebanon, Saint Paul
Salem	7,6		1	Bent Mountain, Blacksburg, Christiansburg, Montvale, New Castle, Roanoke, Salem, Shawsville, Troutville
Sandston	7,7		2	Ashland, Bethia, Chester, Manakin, Mechanicsville, Midlothian, Providence Forge, Richmond, Rockville, Sandston, Varina
Shawsville	7,6		3	Bent Mountain, Blacksburg, Christiansburg, Roanoke, Salem, Shawsville
Shenandoah Park	4,3		3	Criglersville, Luray, Madison, Shenandoah Park, Sperryville, Stanley
Sperryville	5,4		3	Criglersville, Culpeper, Shenandoah Park, Sperryville, Washington, Va.
Spotsylvania	6,5		3	Bowling Green, Brokenburg, Chancellor, Fredericksburg, Ladysmith, Spotsylvania

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

## 4.1.3 <u>Service Area and Rate Groups</u> (Continued)

## B. Exchange and Zone Rate Classes and Local Service Areas (Continued)

<b>Exchange</b>	Rate Class	<u>Notes</u>	UNE Zone	<b>Local Calling Exchanges</b>
Staunton	6,6		3	Bridgewater, Craigsville, New Hope, Raphine, Staunton, Weyers Cave
Stephens City	5,5		3	Berryville, Boyce, Stephens City, Winchester
Stone Mountain	7,6		3	Bedford, Burnt Chimney, Lynchburg, Montvale, Roanoke, Stone Mountain
Suffolk	8B,7		2	All zones of the NNMEA, Chuckatuck, Crittenden, Franklin, Great Bridge, Hickory, Holland, Norfolk-Va. Beach Zone, Portsmouth Zone, Princess Anne, Smithfield, Suffolk, Whaleyville, Windsor
Tangier	3,3		3	Tangier
Temperanceville	4,4		3	Chincoteague, Parksley, Pocomoke, Md., Temperanceville
The Plains	5,4		3	Haymarket, Marshall, Middleburg, The Plains, Warrenton
Toano	7,6		3	All zones of the NNMEA, Charles City, Claremont, Gloucester, King & Queen, Providence Forge, Smithfield, Surry, Toano, West Point, Williamsburg
Unionville	7,7		3	Brokenburg, Chancellor, Culpeper, Gordonsville, Louisa, Mineral, Orange, Unionville
Upperville	6,4		3	Berryville, Bluemont, Boyce, Marshall, Middleburg, Mount Gilead, Upperville, Warrenton
Varina	7,7		3	Ashland, Bethia, Charles City, Chester, Enon, Manakin, Mechanicsville, Midlothian, Providence Forge, Richmond, Rockville, Sandston, Varina

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

## 4.1.3 <u>Service Area and Rate Groups</u> (Continued)

## B. Exchange and Zone Rate Classes and Local Service Areas (Continued)

<b>Exchange</b>	Rate Class	<u>Notes</u>	UNE Zone	<b>Local Calling Exchanges</b>
Warrenton	6,5		3	Calverton, Culpeper, Haymarket, Marshall, Remington, The Plains, Upperville Warrenton
Waverly	8B,8B		3	Capron, Claremont, Courtland, Dendron, Disputanta, Hopewell, Petersburg, Stony Creek, Wakefield, Waverly
West Point	8B,8B		3	King and Queen, King William, Providence Forge, Toano, West Point, Williamsburg
Whaleyville	8B,7		3	Chuckatuck, Crittenden, Franklin, Great Bridge, Hickory, Holland, Norfolk-Va. Beach Zone, Portsmouth Zone, Princess Anne, Smithfield, Suffolk, Whaleyville, Windsor
Williamsburg	7,6		2	All zones of the NNMEA, Charles City, Claremont, Providence Forge, Smithfield, Surry, Toano, West Point, Williamsburg
Winchester	5,5		1	Berryville, Boyce, Gainesboro, Gore, Stephens City, Winchester
Wise	5,4		3	Appalachia, Big Stone Gap, Clintwood, Coeburn, Norton, Pound, Wise

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

### 4.1.4 Rates and Charges

### A. Residential Rate\*

## 1. Monthly Recurring Charges

The following charges apply to Standard Residence Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

Rate Group	Unlimited Local Usage
Group 1	\$11.13
Group 2	\$13.25
Group 3	\$14.25
Group 4	\$15.14
Group 5	\$15.59
Group 6	\$16.55
Group 7	\$16.87
Group 8	\$16.87
Group 8A	\$16.37
Group 8B	\$16.87

<sup>\*</sup> Services are only available as part of a bundled service offering and are not available on an individual service basis.

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

### 4.1.4 Rates and Charges (Continued)

### B. <u>Business Rate\*</u>

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

Rate Group	<b>Unlimited Local Usage</b>
	<u>Business</u>
Group 1	\$27.02
Group 2	\$31.00
Group 3	\$34.71
Group 4	\$38.43
Group 5	\$41.76
Group 6	\$45.50
Group 7	\$49.33
Group 8	n/a
Group 8A	n/a
Group 8B	\$53.18

<sup>\*</sup> Services are only available as part of a bundled service offering and are not available on an individual service basis.

### 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.

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 two 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.

	Charge for each inquiry
Customer Direct Dialed	\$0.75
Operator Dialed	\$0.50
Connect Request per call completed	\$0.45*

<sup>\*</sup> The customer will also be responsible for any additional charges associated with the completed call.

### 4.3 Operator Assisted Local Calls

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate.

Operator Assistance charges do not apply for the following calls:

- Calls to Company-listed Official Public Emergency Agencies
- Calls to official Company numbers
- Calls to Directory Assistance Service
- Calls from persons experiencing dialing difficulty
- Calls from persons who are visually and/or physically disabled will be exempted by means of the completion of a self-certification form supplied by the Company.

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

### A. Operator Service Call Types

- 1. Operator Dialed Calling Card Call This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card. The Customer must dial the destination telephone and card number where the capability exists for the customer to do so.
- 2. Operator Station These charges apply when a call is placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephone, or via some method other than a Calling Card.
- 3. <u>Collect Calls</u> provide the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- 4. <u>Third Party Billing</u> provides the Customer with the capability to charge a call to a third number which is different from the called or calling party. The party answering at the third number has the option to refused acceptance of the charges in advance or when queried by the operator.

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

5. <u>Person to Person</u> provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station and person specified by the caller. The call may be billed to the called party.

#### B. Rates:

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

## 4.4 <u>Verification and Emergency Interrupt Service</u>

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 <u>Application of Rates and Charges</u>:

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.

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

### 4.5 <u>Service Charges</u>

## 4.5.1 Service Ordering Charge – Multi Element Charges

### Non-Recurring Charge

A.	Primary - For connecting new or additional
	Access lines, telephone number change
	requests, and relocation of existing service to a
	different building

Residential, per service order	\$17.80
Business, per service order	\$37.20

B. Secondary - For moving or changing existing service or adding new or additional service other than Access lines.

Residential, per service order	\$10.80
Business, per service order	\$18.50

C. Record - For record type orders affecting directory listings.

Residential, per service order	\$ 9.00
Business, per service order	\$17.00

D. Restoration of Service - For reestablishment of service which was suspended for non-payment

Residential, per service order	\$13.00
Business, per service order	\$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.

#### A. Line Connection Charge

A Line Connection Charge applies for the connection of each local exchange line. Line Connection Charges also apply to the relocation of existing service to a different rate demarcation point, building or property.

### B. Line Restoral Charge

A Line Restoral Charge applies for the restoral of service to each local exchange line suspended at the request of the customer.

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

## 4.5.2 <u>Access Line Connection Charges</u> (Continued)

## C. <u>Per Access Line - Non-Recurring Charges</u>

Exchange Lines	
Residential	\$20.70
Business	\$26.80
Line Change Charge	
Residential	\$15.35
Business	\$17.80
Line Restoral Charge (Vacation service)	
Residential	\$ 4.43
Business	\$5.54

# 4.5.3 Maintenance Visit Charge

Residential	\$46.00
Business	\$66.00

### 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 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customers 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 listings 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</u> (Continued)

#### Non-Listed Telephone Number

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.

### Non-Published Telephone Number

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 be 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 <u>Rates and Charges - Residential</u>

Primary Listing \$0.00

**Additional Listing** 

Residential \$1.12/month Business \$1.42/month

Non-List Number \$1.06/month Non-Published Number \$1.71/month

### 4.8 Custom Calling Service

#### 4.8.1 Individual Features

#### A. Description of Services

Anonymous Call Rejection (ACR) - Anonymous Call Rejection (ACR) allows a customer to reject calls from callers who have blocked the display of their telephone numbers from a Caller ID device. ACR discourages anonymous calls, since callers must allow their numbers to be displayed in order to reach you.

When a customer activates Anonymous Call Rejection, callers who have blocked the display of their numbers will hear an announcement telling them that the Customer are not accepting blocked calls. They will be instructed to hang up, unblock their number and dial again if they wish to reach you.

A customer will hear a confirmation announcement whenever the Customer activate or deactivate the Anonymous Call Rejection feature.

Call Block - Provides ability to block up to a certain number of calls (telephone numbers) from reaching the subscriber.

Call Forwarding Variable - Call Forwarding Variable allows the Customer to choose to reroute incoming calls to another specified telephone number. The Customer must activate and deactivate this feature.

#### 4.8 <u>Custom Calling Service</u> (Continued)

#### 4.8.1 Individual Features (Continued)

#### A. Description of Services (Continued)

Call Return - Call return stores the number of the most recent incoming call (including unanswered calls) to a Customer's number. This allows a Customer to dial back any missed or unanswered telephone calls.

Call Trace – allows Customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the Customer can use this application to combat nuisance calls. This service may be ordered on a Monthly or per trace basis.

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers.

Call Waiting Deluxe – provides the Customer with Call Waiting, Caller Id and Call Waiting Id.

Caller ID - allows a Customer to see a caller's number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

#### 4.8 <u>Custom Calling Service</u> (Continued)

#### 4.8.1 Individual Features (Continued)

#### A. Description of Services (Continued)

Caller ID with Name - allows a Customer to see a caller's name previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

Deny Call Trace - Prevents the use of the Call Trace (\*57) per use feature for Trap and Trace.

Deny Repeat Call - Prevents the use of the Repeat Call (\*66) per use feature.

Deny Return Call- Prevents the use of the Return Call (\*69) per use feature.

Line Blocking - - Available via per use (\*67) or monthly subscription; prevents name and phone number from appearing on another person's caller ID.

Repeat Dialing (\*66) - automatically redials the last telephone number the Customer dialed in the Customer's local calling area. The system will keep retrying the number attempting to make the connection if the line is busy.

### 4.8 <u>Custom Calling Service</u> (Continued)

### 4.8.1 <u>Individual Features</u> (Continued)

### A. <u>Description of Services</u> (Continued)

Three Way Calling - Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

## 4.8 <u>Custom Calling Service</u> (Continued)

## 4.8.1 <u>Individual Features</u> (Continued)

Call Trace

B.	Rates and Charges	Monthly Rate	
		Residential	Business
	Anonymous Call Rejection	\$3.00	\$3.00
	Call Block	\$4.00	\$4.50
	Call Forwarding	\$3.50	\$4.00
	Call Return (*69), subscription	\$4.00	\$4.50
	Call Trace	\$3.85	\$4.00
	Call Waiting	\$3.85	\$4.00
	Caller ID	\$6.50	\$8.50
	Caller ID with Name	\$7.50	\$9.50
	Repeat Dialing (*66), subscription	\$2.00	\$2.50
	Three Way Calling, subscription	\$3.50	\$4.00
C.	Rates and Charges	Per Use Rate	
	Call Return (*69), per use Repeat Dialing (*66), per use Three Way Calling, per use	Residential \$0.75 \$0.75 \$0.75	Business \$0.75 \$0.75 \$0.75

\$1.00

\$1.00

#### SECTION 5. SPECIAL ARRANGEMENTS

#### 5.1 <u>Individual Customer Pricing (ICP)</u>

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

#### 5.2 Promotional Offerings

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. 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 Special Assembly

The Company may provide a unique intrastate local 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. <u>SPECIAL ARRANGEMENTS</u> (Continued)

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

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

#### SECTION 6. BUNDLED SERVICES

This unique section contains service bundles consisting of regulated local exchange services combined with other communication services that are regulated under other tariffs of the Company filed with the Commission and/or services not regulated by the Commission. Examples of other communication services that may be included in a bundle with regulated local services are: Toll Services, Voice Mail, Speed Calling, Internet, and Cable. Where other communication services not regulated under this local exchange service tariff are listed in the bundles they will be marked with an asterisk "\*" or another unique symbol or mark.

### 6.1 <u>Network Exchange Bundled Service</u>

#### 6.1.1 General

The Company offers local exchange as part of a bundle or package of telecommunications services. All packages include local service, long distance service (interstate and intrastate toll)\*, and selected custom calling features. Voice mail\* and optional Internet access\* may be available with some packages at an additional price. The aforementioned services are only available as part of the bundled service offering and are not available on an individual service basis. Customers will be billed directly by the Company.

The company charges different rates for the same service plan depending on which UNE zone its consumer is located within. Where the Company offers the same plan at different rates depending on the UNE zone, it shall so designate the distinction in this Tariff.

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

#### A. Primary Line

The initial residential local exchange access line per account.

#### B. Secondary Line

The second and/or additional residential local exchange access line, billed to the same address as the Primary Line.

#### SECTION 6. BUNDLED SERVICES (Continued)

- 6.1 Network Exchange Bundled Service (Continued)
  - 6.1.2 First Unlimited Plan

First Unlimited includes the following:

- A. Local Line and unlimited direct-dialed Local Exchange calling.
- B. Unlimited direct-dialed Toll Calling\* within the Continental US.
- C. Custom Calling Features Package: Caller ID, Call Waiting with Name, Anonymous Call Rejection, Speed Dial (8)\* and Three-Way Calling.
- D. An optional calling card with a rate of \$0.14\* per minute for intrastate calls and a rate of \$0.05\* per minute for interstate calls within the Continental US. Calls made using the optional calling card are not included within the unlimited feature of this plan.
- E. Additional calling features may be purchased on an a la carte basis, where available.

Package Price for First Unlimited Plan:

In UNE Zones 1 and 2:

Monthly recurring rate: \$39.95

In UNE Zone 3:

Monthly recurring rate: \$54.95

#### SECTION 6. BUNDLED SERVICES (Continued)

- 6.1 Network Exchange Bundled Service (Continued)
  - 6.1.3 First Choice Service Plan

First Choice Service Plan includes the following:

- A. Local Line and unlimited direct-dialed Local Exchange calling.
- B. Direct-dialed inter- and intraLATA, intrastate toll calls for \$0.14\* per minute. Customer has the option to pay an additional \$5.00\* per line per month to receive unlimited direct-dialed intraLATA, intrastate toll calls instead of the per minute rate; interLATA, intrastate toll calls will be billed at the per minute rate.
- C. Custom Calling Features Package: Caller ID, Call Waiting with Name and Anonymous Call Rejection.
- D. An optional calling card with a rate of \$0.14\* per minute for intrastate calls and a rate of \$0.05\* per minute for interstate toll calls within the Continental US. Calls made using the optional calling card are not included within the unlimited feature of this plan.
- E. Additional calling features may be purchased on an a la carte basis, where available.

Package Price for First Choice Plan:

In UNE Zones 1 and 2:

Monthly recurring rate: \$28.95

In UNE Zone 3:

Monthly recurring rate: Plan not available

#### SECTION 6. BUNDLED SERVICES (Continued)

- 6.1 Network Exchange Bundled Service (Continued)
  - 6.1.4 First Additional Line Service Plan

In order to subscribe to this plan, the subscriber must have one or more lines subscribed to "First Unlimited" or "First Choice" plans. In the event the subscriber cancels their "First Unlimited" or "First Choice" plan(s) so that the only remaining local service plan is their "Additional Line" plan, the "Additional Line" plan will automatically be changed to the plan type that was cancelled, and billed accordingly. If a subscriber has one or more "First Unlimited" and "First Choice" plans and cancels those "First Unlimited" and "First Choice" plans simultaneously, the "Additional Line" plan will be changed to an "First Unlimited" plan.

FirstAdditional Line Service Plan includes the following:

- A. Local Line and unlimited direct-dialed Local Exchange calling.
- B. Direct-dialed intrastate toll calls for \$0.14\* per minute.
- C. An optional calling card with a rate of \$0.14\* per minute for intrastate calls and \$0.05\* per minute for interstate calls within the Continental US.
- D. Calling Features may be purchased on an a la carte basis, where available.

Package Price for First Additional Line Service Plan

In UNE Zones 1 and 2:

Monthly recurring rate: \$21.95

In UNE Zone 3:

Monthly recurring rate: Plan not available

### SECTION 7. T-1 SERVICE

### 7.1 Local Integrated T-1 Service

#### 7.1.1. General

Local Integrated T-1 Service provides a Customer with a digital connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time.

NRC

### SECTION 7. T-1 SERVICE (Continued)

#### 7.2 Local Integrated T-1 Service (Continued)

#### 7.1.2 Rates

On-Net

Digital	Т 1	Service
Digital	1-1	Service

	<u>MRC</u>	<b>NRC</b>
2 year	\$550.00	\$500.00
3 year	\$525.00	\$250.00
PRI T-1 Service		
	MRC	<b>NRC</b>
2 year	\$550.00	\$500.00
3 year	\$525.00	\$250.00
Integrated T-1 Service**		
	<u>MRC</u>	<b>NRC</b>
2 year	\$550.00	\$500.00
3 year	\$525.00	\$250.00

<sup>\*\*</sup>Add IP Port Price below to Integrated T-1 Service Price.

MRC

### Virtual Foreign Exchange (VFX) Service

	WINC	11110
2 year	\$550.00	\$500.00
3 year	\$525.00	\$250.00

### **Internet Port Pricing**

<b>SPEED</b>	MRC	<b>NRC</b>
64K	\$190.00	\$0.00
128K	\$190.00	\$0.00
192K	\$260.00	\$0.00
256K	\$260.00	\$0.00
384K	\$325.00	\$0.00
512K	\$360.00	\$0.00
640K	\$385.00	\$0.00
768K	\$385.00	\$0.00

Intrastate 1+ \$0.0720 per minute Intrastate Toll Free \$0.0750 per minute

<sup>\*</sup> Service is available in the Virginia market area.

### SECTION 7. T-1 SERVICE (Continued)

### 7.3 Local Integrated T-1 Service (Continued)

#### 7.1.3 Miscellaneous Fees

	<b>MRC</b>	<u>NRC</u>
Order Expedite		\$1500.00
Change Order Fee		\$275.00
DeMarc Extension		\$305.00
Block of 20 DIDs Block of 100 DIDs	\$7.00 \$28.00	\$7.00 \$35.00

Features and Fees include: LNP, PIC-C, EUCL, Equal Access, 900/976 Block, PRI Option, Local Usage, Universal Calling, Extended Calling Area, Caller ID, Call Waiting, Service Access Codes, Standard Directory Listing