

LOCAL SERVICES TARIFF

CBTS Virginia LLC

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL EXCHANGE COMMUNICATIONS

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 - 9th Floor, 1300 East Main Street, Richmond, Virginia 23219. In addition, this tariff is available for review at the Company's principal place of business, Monday - Friday, 9:00 AM - 5:00 PM, local time, located at 211 East Fourth Street, 103-1080, Cincinnati, Ohio 45202
Toll Free No. 1-800-571-6601

AFFIDAVIT

Connie Wightman, Affiant, being duly sworn according to law, deposes and says that:

- I. I am the regulatory consultant responsible for this tariff filing on behalf of CBTS Virginia LLC.
- II. I am authorized to and do make this sworn statement for CBTS Virginia LLC.
- III. This Local Services Tariff cancels and replaces in its entirety the VA SCC No. 1 of Cincinnati Bell Any Distance of Virginia LLC and does not contain any changes to the services, rates, terms or conditions of the tariff currently on file for Cincinnati Bell Any Distance of Virginia LLC.
- IV. The facts set forth are true and correct to the best of my knowledge, information and belief.

Connie M. Wightman
Consultant to CBTS Virginia LLC

Sworn and subscribed to before me this 7th day of December 2017.

Notary Public

My Commission Expires: _____

LOCAL SERVICES TARIFF

CHECK SHEET

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

Page	Revision		Page	Revision		Page	Revision
Title	Original	*	32	Original	*		
1	Original	*	33	Original	*		
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14	Original	*	46	Original	*		
15	Original	*	47	Original	*		
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22	Original	*					
23	Original	*					
24	Original	*					
25	Original	*					
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*Indicates those pages included with this filing.

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EXPLANATION OF SYMBOLS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- (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.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right 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, a new page 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 Virginia State Corporation Commission. For example, the 4th revised Page 14 cancels the 3rd revised page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Virginia State Corporation 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 highest level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i)(1).
- D. Check Sheets - When a Tariff filing is made with the Virginia State Corporation Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated with 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, remain the same, just revised revisions 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 Virginia State Corporation Commission.

LOCAL SERVICES TARIFF

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange communications service by CBTS Virginia LLC to customers within the Commonwealth of Virginia. Local exchange business services will be provided in the service areas of the facilities-based Carriers with whom an agreement exists between such Carrier and the Company.

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LOCAL SERVICES TARIFF

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined as follows.

1.1.1 Central Office

A switching unit in a telecommunications system providing service to the general public, that has the necessary equipment and operating arrangements for terminating and interconnecting lines and trunks.

1.1.2 Central Office Line

A circuit used within a central office to connect to an individual line or any type of trunk.

1.1.3 Company

CBTS Virginia LLC (CBTD) which is the issuer of this tariff. Also refers to the underlying provider whose facilities CBTD uses to furnish service.

1.1.4 Commission

The Virginia State Corporation Commission.

1.1.5 Contract

The service agreement between a customer and the Company under which facilities for the customer's use are furnished, in accordance with the provisions of this tariff.

1.1.6 Customer

The person, firm, corporation or other entity that orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

1.1.7 Direct Inward Dialing (DID)

A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

1.1.8 Directory Listing

The publication in the alphabetical directory of information pertaining to a customer's telephone number.

1.1.9 Exchange

A unit established for the administration of telecommunications service in a specified area, which usually embraces a city, town, or village and its environs. It consists of one or more central offices together with the associated plant used in furnishing telecommunications service within that area.

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SECTION 1 - DEFINITIONS (CONT'D.)**1.1.10 Individual Case Basis (ICB)**

A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer's situation

1.1.11 Initial Service Period

The minimum length of time a customer is obligated to pay for service whether or not the customer retains the service for the minimum length of time. Unless stated otherwise in this tariff, the minimum period is 30 days.

1.1.12 Local Calling

A completed call or telephonic communication between a calling station and any other station within the local service area of the calling station.

1.1.13 Local Exchange Service

Telephone service furnished between points located within an area where there is no toll charge. Unless otherwise specified, local calling areas in this tariff shall reflect the same calling areas of the local exchange carriers with whom the Company has an agreement in effect.

1.1.14 Nonrecurring Charges

The one-time initial charges for service or facilities, including but not limited to charges for construction, installation, or special fees.

1.1.15 Private Branch Exchange (PBX)

An arrangement of equipment consisting of switchboards, dial switching equipment, wiring, telephone station apparatus, or a combination thereof. It provides for the interconnection of service lines associated with switching equipment located on a premises or extended to another premises relating to the same customer.

1.1.16 Recurring Charges

The monthly charges to the customer for services, facilities and equipment, which continue on the agreed upon duration of the service.

1.1.17 Services

The Company's telecommunications services offered on the Company's network.

1.1.18 Termination Charge

A charge applied to a customer when service is terminated before the expiration of the initial service period, or a charge applied where a basic termination charge is specified.

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SECTION 2 - REGULATIONS**2.1 UNDERTAKING OF THE COMPANY**

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 to furnish service from time to time as required at the sole discretion of the Company.

The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

2.2 PROHIBITED USES

- 2.2.1 The Services of the Company shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits, required to be obtained by the Customer with respect thereto.
- 2.2.2 The Company may require applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- 2.2.3 The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or End User may not assign, transfer in any manner the Service or any rights associated with the Service without the written consent of the Company.
- 2.2.4 The Company may require a Customer to immediately shut down its transmission of signals if Company concludes, in its sole discretion, that such transmission is causing interference to others.
- 2.2.5 The Customer may not use the Services so as to interfere with or impair Service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- 2.2.6 A Customer or End User shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of Services is jointly with the Company, without the prior written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS (CONT'D.)**2.3 OBLIGATION OF COMPANY****2.3.1 Liability Limitations**

Approval of language contained in this tariff by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of any exculpatory clauses.

2.3.2 Availability of Facilities

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain without unreasonable expense suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

2.3.3 Transmitting Messages

The Company does not undertake to transmit messages but offers the use of its facilities for communications between its customers.

2.3.4 Use of Connecting Company Lines

When the lines of other companies are used in establishing connections to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies.

2.3.5 Defacement of Premises

The Company is not liable for any defacement or damage to the customer's premises resulting from the existence of the Company's equipment and associated wiring on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence.

When the customer is a tenant and requests an installation that could, in the opinion of the Company, result in damage to the property of the owner, the customer must obtain, prior to installation, a written release from the owner or his authorized agent absolving the Company of liability.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS (CONT'D.)**2.4 OBLIGATION OF CUSTOMER**

2.4.1 All customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment and/or communication systems provided by others are connected to the Company's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide:
 - 1. The names and addresses of the persons responsible for the payment of service charges, and
 - 2. The names, telephone numbers, and addresses of the customer contact persons.
- C. The customer must pay the Company for the replacement or repair of the Company's equipment when the damage results from:
 - 1. The negligence or willful act of the customer or user;
 - 2. Improper use of service; and
 - 3. Any use equipment or service provided by others.
- D. After receipt of payment for the damages, the Company will cooperate with the customer in prosecuting a claim against any third party causing damage.

2.4.2 Upon reasonable notice, the equipment provided by the Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.4.3 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels its order before the service begins, before a completion of the minimum period mutually agreed upon by the customer and the Company, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by the customer.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS (CONT'D.)**2.5 CUSTOMER EQUIPMENT****2.5.1 Ownership and Use of Service and Equipment**

Equipment and lines furnished by the Company on the premises of a customer are the property of the Company, whose agents and employees have the right to enter the premises at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing the equipment and lines, or upon termination of the service, for the purpose of removing the equipment or lines.

Equipment furnished by the Company must, upon termination of service for any cause whatsoever, be returned to it in good condition, except for reasonable wear and tear.

Customer-provided equipment or protective circuitry may be connected to the telecommunications network in accordance with provisions of the Federal Communications Commission's registration program, as are now in effect or may become effective.

2.5.2 Connections of Customer-Provided Terminal Equipment and Communications Systems**A. General Provisions****1. General**

Customer-provided terminal equipment and communications systems may be connected at the customer's premises to telecommunications services furnished by the Company, where the connections are made in accordance with the provisions of Part 68 of the Federal Communications Commission's (FCC's) Rules and Regulations, and any Company tariffs.

2. Responsibility of the Customer

The customer is responsible for the installation, operation and maintenance of any customer-provided terminal equipment or communications system. No customer-provided terminal equipment or communications systems or combinations thereof may require change in or alteration of the equipment or services of the Company, cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, the calling or called party. Upon notice from the Company that customer-provided terminal equipment or communications system is causing such a hazard, damage, malfunction or degradation of service, the customer must make whatever changes are necessary to remove or prevent the hazard, damage, malfunction or degradation of service.

The customer is responsible for the payment of a Maintenance Visit Charge as provided in this tariff for visits by a Company employee to the customer's premises when a service difficulty or trouble report results from the use of customer-provided terminal equipment or communications system.

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SECTION 2 - REGULATIONS (CONT'D.)**2.5 CUSTOMER EQUIPMENT (CONT'D.)****2.5.2 Connections of Customer-Provided Terminal Equipment and Communications Systems (Cont'd.)****A. General Provisions (Cont'd.)****3. Responsibility of The Company**

Telecommunications services are not represented as adapted to the use of customer-provided terminal equipment or communications systems. Where customer-provided terminal equipment or communications systems are used with telecommunications services, the responsibility of the Company is limited to furnishing service components suitable for telecommunications services and to the maintenance and operation of service components in a proper manner for those services. Subject to this responsibility, the Company is not responsible for (1) the through-transmission of signals generated by the customer-provided terminal equipment or communications systems, or for the quality of, or defects in this transmission; or (2) the reception of signals by customer-provided terminal equipment or communications systems; or (3) address signaling, where this signaling is performed by customer-provided signaling equipment.

At the customer's request, the Company will provide the interface parameters needed to permit customer-provided terminal equipment to operate properly with the Company's telecommunications services.

The Company may make changes in its telecommunications services, equipment, operations or procedures, where these changes are consistent with Part 68 of the FCC's Rules and Regulations. If changes made by the Company can be reasonably expected to render any customer's communications system or terminal equipment incompatible with telecommunications services, or require modification or alteration of the customer-provided communications systems or terminal equipment, or otherwise materially affect its use or performance, the customer will be given adequate notice of the changes in writing, to allow the customer an opportunity to maintain uninterrupted service.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS (CONT'D.)**2.5 CUSTOMER EQUIPMENT (CONT'D.)****2.5.2 Connections of Customer-Provided Terminal Equipment and Communications Systems (Cont'd.)****A. General Provisions (Cont'd.)****4. Recording of Two-Way Telephone Conversations**

The recording of two-way telephone conversations is governed by state and federal laws and regulations.

5. Violation of Regulations

When any customer-provided terminal equipment or communications system is used with telecommunications services in violation of any of the provisions in this Section, the Company will take whatever immediate action is necessary for the protection of the telecommunications network and Company employees, and will promptly notify the customer of the violation.

The customer must discontinue use of the terminal equipment or communications system or correct the violation and must confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above will result in suspension of the customer's service until the customer complies with the provisions of this tariff.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS (CONT'D.)**2.5 CUSTOMER EQUIPMENT (CONT'D.)****2.5.2 Connections of Customer-Provided Terminal Equipment and Communications Systems (Cont'd.)****B. Connections of Registered Equipment**

The term "Registered Equipment" denotes equipment which complies with and has been approved within the registration provisions of FCC Part 68.

Customer-provided registered terminal equipment, registered protective circuitry, and registered communications systems may be directly connected to the telecommunications network at the customer premises, subject to FCC Part 68.

2.5.3 Network Interface Device

The Network Interface Device ("NID") is the Company-provided interface terminating the telecommunications network, on the property where the customer's service is located, at a point determined by the Company. The NID is a FCC Part 68 registered jack from which customer inside wire may be connected to the Company's network. The Part 68 registered jacks are: RJ1DC, RJ11C/W, RJ14C/W, RJ14X, RJ15C, RJ17C, RJ18C/W, RJ2DX, RJ2EX, RJ2FX, RJ2GX, RJ2HX, RJ2MB, RJ21X, RJ25C, RJ26X, RJ27X, RJ31M, RJ31X, RJ38X, RJ4MB, RJ41M, RJ41S, RJ45M, RJ45S, RJ48C, RJ48H, RJ48M, RJ48S, RJ48T, RJ48X, RJ61X, RJ71C. All wiring on the customer's premises that is connected to the telephone network shall connect to the Company's network through the Company provided NID. The Company is responsible for maintenance of the NID. The NID used for the termination of CPW shall be located outside the customer premises unless an outside location is impractical or the customer requests that it be located inside the premises. When the NID is located inside the premises, it shall be located at a point closest to the protector that is convenient to the Customer. Any additional cost associated with placing the NID outside when requested by the customer shall be at the customer's expense. For installation in multi-story or multi-company buildings, the NID shall be located at a point between the CPW and the telephone company network. This location may be the telephone equipment room, wiring closet, inside or outside the customer premises, or other designated location that is accessible to the Customer. If a customer requests that the NID be placed in a location other than that selected by the Company the customer must pay any additional expense associated with placing the NID in the location requested by the customer

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS (CONT'D.)**2.5 CUSTOMER EQUIPMENT (CONT'D.)****2.5.4. 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 trouble location 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.

MVC Charge: \$100.00 Per Occurrence

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS (CONT'D.)

2.6 SPECIAL CONSTRUCTION

2.6.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction includes:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its service;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.6.2 Where the Company arranges for a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

nonrecurring type charges;
recurring type charges;
termination liabilities; or
combination thereof,
minus any credits for reuse, salvage, etc.

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SECTION 2 - REGULATIONS (CONT'D.)**2.7 DISTANCE CALCULATION****2.7.1 Rate Calculation**

The calculation below is used to calculate the rate distances between any two rate centers.

2.7.2 Determination of Mileage

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

1. 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.
2. Obtain the difference between the "V" coordinates of the two rate centers. Obtain the difference between the "H" coordinates. Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
3. Square each difference obtained in 2. preceding.
4. Add the two squares of the "V" difference and "H" difference obtained in 3. preceding.
5. Divide the sum of the squares obtained in 4. preceding by ten (10). Round to the next higher integer if any fraction is obtained.
6. Obtain the square foot of the result obtained in 5. preceding. This is the rate distance in miles with fractional miles being considered full miles.

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SECTION 2 - REGULATIONS (CONT'D.)**2.8 PAYMENT ARRANGEMENTS****2.8.1 Application for Service**

The Company may refuse an application for service if objection is made by or on behalf of any governmental authority to furnishing the service.

An application for service becomes a contract upon the establishment of service. Neither the contract nor any rights acquired under it may be assigned or transferred in any manner except as specifically provided for in this tariff. Requests for additional service, when established, become a part of the original contract, except that each item of additional service is furnished subject to payment of applicable charges.

If an applicant has an outstanding account with the Company, the Company reserves the right to reject application for service until the amount due for local services included in this tariff has been paid in full.

A contract for service may be transferred to another individual, partnership, association, or corporation. No billing adjustment for local exchange service previously furnished will be made and the new customer must assume all outstanding indebtedness of the original customer. No charge applies to service transferred in accordance with these provisions.

2.8.2 Deposits

The Company may require a deposit from Customers to protect against uncollectible accounts. The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months usage.

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.

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.

At the option of the Customer making a security deposit, the Company shall annually make either direct payment to the Customer of all accrued interest, or shall credit same to the Customer's account. Customer deposits may be refunded by a utility at any time.

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SECTION 2 - REGULATIONS (CONT'D.)

2.8 PAYMENT ARRANGEMENTS (CONT'D.)

2.8.3 Billing

- 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. Bills are rendered monthly and include charges for local service for the current service month.
- C. Prior written notice will be given if service is to be temporarily denied or the contract terminated for the non-payment of any sum due in accordance with Commission regulations. Service will not be denied prior to ten days from the date contained on said notice.
- D. All service, provided to the same customer as one business service, regardless of the tariff under which the service is provided, is considered one service for payment purposes. The Company may disconnect local exchange services, including basic telephone service for a customer's failure to pay fully for such local exchange services or basic telephone service when those services are found in the Company's tariff on file with the Commission and there is no bona fide dispute concerning those services. The Company may disconnect a bundled service for a customer's failure to pay fully for the bundled service when the bundled service is considered a basic bundle and the description and full price of the basic bundle are found in the Company's tariff on file with the commission, and there is no bona fide dispute concerning the basic bundle.
- E. Where the Company provides billing inquiry service, customer inquiries relative to toll charges will be responded to promptly by the Company.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS (CONT'D.)**2.8 PAYMENT ARRANGEMENTS (CONT'D.)****2.8.3 Billing (Cont'd.)**

- F. 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
Tele: (804) 371-9420
Fax: (804) 371-9069

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

- G. A subscriber who orders service or equipment installations, moves, or changes prior to the date of any increase in the one time charge applicable to such work will be subject to the one time charge in effect at the time the subscriber's order was received by the Company, provided the work is completed within the Company's normal installation interval in effect at the time the order was placed. However, if subsequent to the effective date of the increase in the one time charge, the completion of such work is delayed beyond the Company's normal installation interval and the delay is not caused by the Company, the subscriber will then be subject to the one-time charge in effect at the time the work is completed by the Company.

2.8.4 Return Check Charge

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 Company's bank charge plus a Company administrative fee.

2.8.5 Late Payment Charge

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 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 amount billed as taxes that the Company is required to collect on behalf of a local government, multiplied by 1.5 percent.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS (CONT'D.)**2.8 PAYMENT ARRANGEMENTS (CONT'D.)****2.8.6 Denials or Disconnection and Restoral of Service**

- A. Upon ten (10) days written notice, the Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:
1. Non-payment of any sum due to the Company for service for more than thirty days beyond the date of rendition of the bill for such service;
 2. Violation of any regulation governing the service under this tariff;
 3. Violation of any law, rule, or regulation of an government authority having jurisdiction over the service; or
 4. The Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
 5. Customer uses equipment in such a manner as to adversely affect the Company's equipment or service to others.
- B. The Company reserves the right to discontinue or refuse service because of abuse or fraudulent use of service. Abuse or fraudulent use of service includes the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of appropriate charges, or violation of any law or regulation pertaining to telecommunications service.
- C. Service may not be refused, denied or disconnected for any of the following reasons:
1. Delinquency in payment for service by a previous occupant at the premises to be served;
 2. Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute;

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SECTION 2 - REGULATIONS (CONT'D.)**2.8 PAYMENT ARRANGEMENTS (CONT'D.)****2.8.7 Overtime**

For work performed outside the normal working hours of the Company at the request of the customer, the additional expense incurred by the Company is charged to the customer in addition to other charges which are applicable. In such cases, charges based on the cost of labor, materials, and other costs incurred by or charged to the Company will apply. The customer will be notified in advance if such charges may apply.

2.8.8 Interruptions of Service and Credit Allowances

A. 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.

1. Credit allowances do not apply to interruptions:

- a. caused by the Customer, any End User or any third party;
- b. due to failure of power or equipment provided by the Customer or others;
- c. during any period in which the Company is not given access to the Premises;
- d. due to scheduled maintenance and repair; or
- e. due to Acts of God, labor difficulties, governmental orders, civil commotions and other circumstances beyond the Company's reasonable control

 LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS (CONT'D.)

2.8 PAYMENT ARRANGEMENTS (CONT'D.)

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

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

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

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

C. Interruptions over Twenty-Four (24) Hours

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

2.9 TELEPHONE NUMBERS

The customer has no property right in the telephone number which is assigned by the Company, or any right to continuance of service through any particular central office, and the Company reserves the right to change the telephone number or the central office designation, or both, of a customer whenever it deems it necessary to do so in the conduct of its business.

2.10 PROVISIONS FOR CERTAIN STATE AND LOCAL TAXES AND FEES

There shall be added to the customer's bill, as a separate item, an amount equal to the customer's proportionate part of any license, occupation, franchise, state 911 taxes, TRS, rights of way use fees or other similar taxes or fees, now or hereafter agreed to or imposed upon the Company by state or local taxing authorities, whether imposed by ordinance, franchise agreement or otherwise, and whether imposed upon or measured by the gross receipts, net receipts or revenues of the Company. Such amount will be added to the bill of each customer who receives service within the territorial limits of the taxing authority. Where more than one such tax or fee is imposed, each of the amounts applicable to the customer shall be added to the customer's bill as a separately identified item.

 LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS (CONT'D.)

2.11 DIRECTORIES

2.11.1 Ownership and Use

The Company reserves the right to charge for directories issued in replacement of directories defaced or mutilated while in possession of customers.

2.11.2 Distribution

The Telephone Company will furnish to its customers without charge, only such directories as it deems necessary for the efficient use of service.

2.12 INTRALATA AND INTERLATA PRESUBSCRIPTION

2.12.1 General

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

2.12.2 Presubscription Charges

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

2.12.3 Nonrecurring Charges

Per business line, trunk, or port	
Initial Line, or Trunk or Port	\$3.50
Additional Line, Trunk or Port	\$3.50

 LOCAL SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 BUSINESS ACCESS LINES

3.1.1 Terms and Conditions

Business Access Lines include the serving central office line equipment and all outside plant facilities including the network interface necessary to connect the serving central office to the customer's premises.

Touch Tone capability is provided at no extra charge on all Business Access Lines.

Business Access Lines provide access to and usage of 911 services where available, access to operator services and directory assistance, and access to telecommunications relays service.

Business Access Lines allow for presubscription to toll services and access to interexchange toll providers.

The business access line includes unlimited local calling in the areas outlined in Section 5.3.

Local exchange services are only available in those exchanges listed in Section 5.3 and where facilities permit and may be subject to special construction charges.

3.1.2 Rates and Charges

A. Monthly Charge - Flat Rate Usage (unlimited local calling)

First Lines	\$49.75
Additional Lines, All Accounts	\$49.75

B. Nonrecurring Charge - Flat Rate Usage (unlimited local calling)

To establish or move an Business Access Line, per line	\$50.00
To change telephone number associated with a Business Access Line, per telephone number	\$12.25
To change billing arrangements associated with Business Access Lines, per line	\$12.25

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D.)**3.2 PRI Service****3.2.1 Service Description**

PRI Service is an ISDN local exchange service that provides a Customer with the ability to transmit and receive multiple voice and data circuit switched calls simultaneously over a single Primary Rate Facility. PRI Service is available from suitably equipped central offices and where suitable loop facilities exist.

PRI Service consists of a Primary Rate Facility and B-Channel Bearer Trunks and D-Channel Bearer Services. The Primary Rate Facility and the ISDN Bearer Trunks are not offered separately. Up to twenty-three B-Channels Bearer Trunks and one D-Channel Bearer Service may be provisioned on each access line. In addition, optional features may be purchased as specified in Paragraph 3.2.4.

PRI Service will provide transport of customer information over the 23 available B channels in the form of circuit-switched voice or data at speeds up to 64 Kbps. The basic service will include the 1.544 Mbps switched facility and the D-Channel Bearer Service. B-Channels will be ordered in addition to the Primary Rate Facility.

Dedicated B-Channel configuration: Dedicated trunk groups are the standard feature for PRI Service. Dedicated trunk groups must be assigned to handle one specific call type (examples: DID, DOD).

Two Way DID channels provide capability for two way standard service and direct inward dialing service.

D-Channel configuration: Each Basic PRI service will include a dedicated D-Channel for signaling.

All Bearer Trunk Channels use MF or DTMF signaling.

Only flat rate trunk channels are available which includes unlimited local usage for the calling areas outlined in Section 4.3.

LOCAL SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D.)**3.2 PRI Service (Cont'd.)****3.2.2 Definitions****A. Primary Rate Facility**

A Primary Rate Facility is a digital pipe from the Customer's location to the Company central office which transports one or more ISDN Bearer Trunks (b. and c. following). A Primary Rate Facility can carry up to twenty-three 64 Kbps B-Channel Bearer Trunks and one 64 Kbps D-Channel Bearer Service. All selected Bearer Trunks and Services can operate on the Primary Rate Facility simultaneously.

B. B-Channel Bearer Trunks

B-Channel Bearer Trunks define the types of traffic that the Primary Rate Facility will carry. A B-Channel Bearer Trunk is a 64 Kbps information channel used in conjunction with circuit-switched service. These trunks can be configured as 1-Way In, 1-Way Out, or 2-Way.

C. D-Channel Bearer Services

The D-Channel Bearer Service is a 64 Kbps signaling channel used to control associated B Channels. One D-Channel is required for each Primary Rate Facility, and is included in the Primary Rate Facility's monthly rate.

LOCAL SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D.)

3.2 PRI Service (Cont'd.)

3.2.3 Regulations

- A. PRI Service is furnished subject to the availability of suitable facilities and is only served from specially-equipped digital central offices.
- B. Service from some central offices may not provide all of the features and functionality described in this section.
- C. PRI Service is offered under the Variable Term Payment Plan as outlined in this tariff.
- D. Early contract termination charges as outlined in the Variable Term Payment Plan section of this tariff apply to this service.
- E. The minimum service period for PRI Service is twelve months.
- F. The Customer must provide customer premises equipment that meets the technical requirements of the serving central office.
- G. The Customer is responsible for providing power to all customer premises equipment (CPE) attached to the Primary Rate Facility.
- H. The Customer must notify the Company when call type maximums and minimums are to be changed for the call-by-call feature. This is in order to maintain the proper provision of directory numbers and call control on the line.
- I. When a customer transfers a call, the customer is responsible for any toll charges associated with the customer originated leg(s) of the call.

LOCAL SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D.)

3.2 PRI Service (Cont'd.)

3.2.4 PRI Service Optional Features

The following features are available to PRI Service customers at additional cost.

A. Call-By-Call Service Selection

This feature provides the option for B-Channels to be assigned into a flexible trunk group which can support different call types based on real-time traffic needs. Call-By-Call service selection also allows primary as well as secondary long-distance carriers to be established for the entire trunk group (e.g., Alternate Routing Arrangement).

B. Individual Calling Line Identification (ICLID)

This feature provides customer access to the calling party's number. Feature operation is dependent on customer premise equipment and technology in use at the calling party's serving office.

C. Direct Inward Dialing (DID)

This feature provides Direct Inward Dialing to a station. DID Termination rates will apply per B-Channel configured with this option. ISDN Primary Rate Interface Service DID Number Blocks are ordered with DID Terminations on the B-Channels

D. Back-up D-Channel

This feature provides a minimum of three or more Primary Rate Interface Service facilities terminating at the same customer premises to share one primary and one secondary (or Back-up) D-Channel. The number of Primary Rate Interface Service facilities that can be shared by this feature will be based upon the availability of central office and other network facilities, and will be subject to change on a central office by central office basis.

E. Channel Transfer Service

This feature allows the customer to transfer an incoming call to another line and then hang up leaving the other two parties on a two-way call and freeing up the customer's line for another call. The customer will be responsible for toll charges associated with the transferred call.

LOCAL SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D.)

3.2 PRI Service (Cont'd.)

3.2.5 Rates and Charges

	<u>Initial Charge</u>	<u>MTM</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>60 Mo.</u>
Primary Rate Facility	\$640.00	\$561.21	\$547.21	\$533.20	\$505.15	\$477.00
B-Channel Bearer Trunks with Flat Rate Service:						
Each 2 way/ DID Channel	\$21.00	\$57.25	\$49.38	\$41.50	\$25.75	\$24.30
DID Number Blocks:						
Each group of 20 DID Numbers (Note 2)	\$207.40	\$4.15	\$4.15	\$4.15	\$4.15	\$4.15
Optional Features Rates						
Call-By-Call	\$150.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00
ICLID	\$100.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00
Call-By-Call and ICLID Combination	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
Back-Up D-Channel	\$100.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Channel Transfer Service	\$100.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00

Note 2: If multiple DID number blocks are purchased at the same time, Initial Charge applies to the first group of DID numbers only.

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LOCAL SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D.)

3.3 DIRECTORY LISTINGS

3.3.1 Terms and Conditions

- A. Listings are regularly provided in connection with local exchange service. At the request of the customer, the listing may be omitted from the directory and directory assistance records (Non-Published Service).
- B. The rates and regulations specified in this section apply only to the alphabetical directory. The alphabetical directory is a list of telephone numbers of customers and others arranged alphabetically by surname, business, association, institution, or other nonresidence name.
- C. The alphabetical directory is designed for the purpose of informing calling parties of the telephone number of customers and others listed in it. Accordingly, listings are intended solely for purposes of identification and are limited to information which is essential to such identification.
- D. The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Subscriber's main billing number to be placed in the directory of the dominant local exchange carrier.
- E. All Directory Listings, regardless of type, must conform to the specifications for the directories. The Company reserves the right to modify the listings to accommodate the space limitations in the directory. Not all listing types are available in all directories.
- F. The Company may refuse a listing which does not constitute a legally authorized or adopted name, or any listing which in its opinion is likely to mislead or to deceive calling parties as to the identity of the listed party, or is intended for advertising purposes or is more elaborate than is reasonably necessary to identify the listed party. The listing of a service, commodity or trade name is not permitted except when such service, commodity or trade name is a part of the name under which the listed party conducts his or her business. The Company may, upon notifying the Customer, discontinue any listing found to be in violation of the foregoing regulations.
- G. A descriptive term characterizing the listed party's business or purpose in a general way may be furnished (in abbreviated form) as a part of the listing, when desired and available. When the character of the listed party's business or purpose is apparent from the name under which it is conducted, a further designation is unnecessary and is not furnished.
- H. Abbreviations may be used to limit the length of any listing when in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired by use of abbreviations.

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LOCAL SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D.)

3.3 DIRECTORY LISTINGS (CONT'D.)

3.3.1 Terms and Conditions (Cont'd.)

- I. Special arrangement of names is not permitted
- J. Non-Published Service customers forfeit non-address, non-list, or non-published service privacy when calling the Universal Emergency Number Service (911). The telephone number and address of the station from which the emergency call originates are passed to the Public Safety Answering Point along with the call-in order for emergency units to respond to the call.
- K. Incoming calls to Non-Published Service customers will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice regardless of any claim of emergency the calling party may present.
- L. The acceptance by the Company of the customer's request for Non-Published Service does not create any relationship or obligation, direct or indirect, to any person other than the Customer.
- M. The Company makes every effort to safeguard the address and numbers of Non-Published Service customers. However, in the absence of gross negligence or willful misconduct, no liability will attach to the Company for damages arising from inadvertently publishing the address or telephone number of a Non-Published Service customer in the directory; or disclosing the number or address to any person. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the number of a Non-Published Service customer in the directory or otherwise disclosed, the Company's liability is limited to and satisfied by a refund of any monthly charges made by the Company.
- N. Providing the name, address and/or telephone number of a Non-Published Service customer to the customer's primary interexchange carrier for billing purposes only, does not constitute publication or disclosure of the customer's name, number and/or address under this tariff.
- O. Interexchange carriers may not release the name, address, and/or telephone number of any Non-Published Service customer, except as follows:
 - 1. Use of name and address for the rendering the interexchange carrier's bill to the customer.
 - 2. Release of the telephone number only for purposes of detail billing.

LOCAL SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D.)**3.3 DIRECTORY LISTINGS (CONT'D.)****3.3.2 Definitions****A. Primary Listing**

A primary listing is the listing furnished as a part of the local exchange service. It includes the name of the customer; a business, purpose, or other nonresidence designation when required; the address; and the telephone number.

B. Additional Listings

To be eligible for any type of additional listing, a customer must pay the appropriate monthly rate, if any, for a primary listing or its equivalent. Additional listings are listings which are similar to primary listings and furnished in addition to primary listings at the request of the customer.

C. Alternate Listings

Alternate listings are supplementary listings which usually follow a primary or regular additional listing and refer a calling party to other telephone numbers under certain conditions. The alternate telephone numbers may be those of other customers, subject to their consent.

D. Non-Published Service

Non-published listings are not printed in directories nor available from directory assistance. A nonpublished telephone service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records. Per Line Number Privacy will be provided when requested by the customer, to all non-published service customers at no monthly charge.

E. Foreign Listings

Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.

F. Non-List Service

Non-List Service allows customers to exclude their name, address, and telephone number from appearing in the Company's alphabetical directories. However, the customer's name, address, and telephone number will appear in the Directory Assistance information database and will be furnished to the calling party when requested through Directory Assistance.

 LOCAL SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D.)

3.3 DIRECTORY LISTINGS (CONT'D.)

3.3.3 Rates and Charges

Nonrecurring Charges:

	<u>Per Listing or Per number charges</u>
Additional Listing	\$20.00
Alternate Listings	\$20.00
Non-Published Number	\$20.00
Foreign Listings	\$20.00
Non-List Service	\$20.00

Nonrecurring charges will be applied when service is established and when there are subsequent changes to the listing.

Monthly Recurring Charges:

Additional Listing	\$4.50
Alternate Listings	\$4.50
Non-Published Number	\$2.00
Foreign Listings	\$4.50
Non-List Service	\$2.00

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 LOCAL SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D.)

3.4 DIRECTORY ASSISTANCE SERVICE

3.4.1 Terms and Conditions

- A. 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 call completion charge, the Operator will call the requested number on the customer's behalf. When 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.
- B. 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.
- C. Direct-dialed calls from hospitals and skilled nursing homes, where skilled nursing homes are defined as nursing homes which provide around-the-clock professional nursing care; and calls from exchange access lines where the Customer has qualified as a person with communication impairments are exempt from these charges.

3.4.2 Rates and Charges

	<u>Charge for each inquiry</u>
Customer Direct Dialed	\$1.99 per call after 2 free calls
Operator Dialed	\$1.99
Call Completion	no charge*

* There is no charge associated with Directory Assistance Call Completion Service. It is included as part of Local Directory Assistance Service. However, all toll charges or local usage charges as a result of Directory Assistance Call Completion will be applicable.

LOCAL SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D.)

3.5 OPERATOR ASSISTANCE

3.5.1 Description

Operator services are available to Customers from any Customer location. Operator Services allows the Customer to place a call from a Customer location and arrange for billing other than to the originating telephone number. Calls are rounded up to the next whole minute for billing purposes and are billed to the Customer through the monthly bill of the Customer's local exchange carrier.

The following billing arrangements are available to Customers through the Company's Operator Services:

- A. Customer Dialed Calling/Credit Card
This is a service whereby the end user dials all of the digits necessary to route and bill the call without any operator assistance. Such calls may be billed either to a telephone company issued calling card or a commercial credit card.
- B. Operator Station
This is a service whereby the caller places a non-person-to-person call with the assistance of an operator (live or automated). When placing an operator station call, the caller is connected to a non-specified individual at the terminating end. Such calls may be billed to a calling card, credit card, the called number (collect) or a valid third-party telephone number.
- C. Person-to-Person
This is a service whereby the person originating the call specifies to CBTS Virginia LLC's operator a particular person to be reached, or a particular person, station, room number, department, or office to be reached through a PBX attendant. Person-to-person calls may be billed to a calling card, credit card, the called number (collect) or a valid third-party telephone number.

3.5.2 Rates and Charges

A. Per minute rate	\$0.45
B. Service Charges	
C. Customer Dialed Calling Card	\$1.70
D. Automated Collect	\$2.50
E. Operator Station	
Calling Card	\$2.50
Collect	\$2.50
Sent Paid Non-coin	\$2.50
Billed to Third Party	\$2.50
Person-to-Person	\$2.75

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D.)

3.6 BUSY/BUSYLINE INTERRUPT SERVICES

- 3.6.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
- 3.6.2 Busy Line Verification with interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
- 3.6.3 Rates and Charges (will apply under the following circumstances, per request)
- A. The operator verifies that the line is busy with a call-in progress.
 - B. The operator verifies that the line is available for incoming calls.
 - C. The operator verifies that the called number is busy with a call-in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

Busy Line Verification	\$3.00
Busy Line Interrupt	\$5.00

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LOCAL SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D.)

3.7 CUSTOM CALLING FEATURES

These features are available to Customers subscribing to the bundled service offering outlined in Section 7.

- 3.7.1 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.
- 3.7.2 Calling Name and Number 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.
- 3.7.3 Call Forwarding Busy Line allows for forwarding of an incoming call when the activated line is busy. The Call Forwarding Busy Line Customer is responsible for any applicable customer-dialed station-to-station toll charge.
- 3.7.4 Call Forwarding Don't Answer allows for forwarding an incoming call when the call remains unanswered after a pre-determined number of rings (approximate number 1 to 7), selected by the Customer. The Call Forwarding Don't Answer Customer is responsible for any applicable customer-dialed station-to-station toll charge.

When Call Forwarding Busy Line and Call Forwarding Don't Answer are provided on the same line, the forwarded-to number must be the same. When either Call Forwarding Busy Line or Call Forwarding Don't Answer is provided, it may be necessary for the forwarded-to number to be in the same central office, as determined by the facilities available in the Customer's serving central office.

- 3.7.5 Hunting - is the process by which two or more exchange service lines, served from the same central office and furnished to the same customer, are grouped so that incoming calls overflow to the first non-busy line if the called line is busy. A busy signal is not given unless all the grouped lines are busy.

LOCAL SERVICES TARIFF

SECTION - EXCHANGE AREAS**4.1 SERVICE AREA**

The Company provides service in the exchange as listed in 4.3 which are served by the following local exchange company:

Verizon Virginia, Inc.

4.2 MULTIZONE EXCHANGES

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

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

LOCAL SERVICES TARIFF

SECTION 4 - EXCHANGE AREAS (CONT'D.)

4.3 EXCHANGES

Exchange	Local Calling Area
Alexandria-Arlington	All zones of the WMEA, Arcola, Braddock, Catoctin, Dulles, Dulles Metro, Engleside, Herndon, Leesburg, Lorton, Lorton Metro
Newport News Zone	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
Fairfax-Vienna Zone	All zones of the WMEA, Arcola, Braddock, Catoctin, Dulles, Dulles Metro, Engleside, Herndon, Leesburg, Lorton, Lorton Metro
Norfolk-Virginia Beach Zone	All zones of the NMEA, Cape Charles, Chuckatuck, Crittenden, Franklin, Holland, Knotts Island, NC, All zones of the NNMEA, Smithfield, Suffolk, Whaleyville, Windsor
Richmond S.E. N.E. S.W. N.W.	Amelia, Ashland, Bethia, Charles City, Chester, Goochland, Hanover, Manakin, Mechanicsville, Midlothian, Old Church, Powhatan, Providence Forge, Richmond, Rockville, Sandston, Varina

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SECTION 5 - MISCELLANEOUS SERVICES**5.1 EMERGENCY NUMBER 911 SERVICE**

- 5.1.1 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.
- 5.1.2 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-9 11 call, the quality of the call or any features that may otherwise be provided with E-9 11 Service, except to the extent guaranteed in the Company’s interconnection or resale agreements with the incumbent local exchange carrier or other facilities provider.
- 5.1.3 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.
- 5.1.4 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.
- 5.1.5 A 911 tax will be billed to the Customer when imposed by the local government of the service address of the Customer and will appear as a separate line item on the bill.

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SECTION 5 - MISCELLANEOUS SERVICES (CONT'D.)**5.2 TELECOMMUNICATIONS RELAY SERVICE (TRS)**

Enables deaf, hard-of-hearing or speech-impaired persons who use 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.

5.3 700/900 BLOCKING OPTIONS

700/900 Blocking Options are arrangements which prevent a Customer from accessing 700 and/or 900 service telephone numbers. 700/900 Blocking options are provided only on local exchange service individual dial tone lines. 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.

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SECTION 6 - SPECIAL ARRANGEMENTS

Special equipment and arrangements requested by customers and not otherwise provided for in this tariff may be furnished where possible, if not detrimental to any of the services furnished by the Company, at charges that are in addition to other applicable charges.

6.1 INDIVIDUAL CUSTOMER PRICING (ICP)

The Company may offer individual customer pricing for services in a competitive bid or procurement situation. Arrangements may be developed on a case-by-case for 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.

6.2 SPECIAL ASSEMBLY

The Company may provide a unique local service arrangement for a customer where no tariffed service exists for the service. The unique service can be provided via a Special Assembly.

The Company will maintain records of its Special Assembly contracts for Commission review as conditions or circumstances may require.

6.3 PROMOTIONAL OFFERINGS

The Company may offer, for a specified period of time promotional rates, terms, or conditions for its local exchange telecommunications services that differ from the rates, terms, or conditions in this tariff.

The Company will submit its Promotions by letter to the Commission Staff outlining the promotion, listing the tariffed item being promoted, and the promotion's start and end dates in lieu of filing language in the tariff.

LOCAL SERVICES TARIFF

SECTION 7 - BUNDLE SERVICE OFFERINGS**7.1 GENERAL**

This section contains a service bundle that consists of a flat rate business access line (Section 3.1) in combination with custom calling features (Section 3.7). The bundle provides for unlimited local usage for the calling areas outlined in Section 4.3. Subscribers may select any or all of the custom calling features listed in this tariff, where available. The customer must specify which features to include in the bundle at the time the order is placed. This bundle provides unlimited use of the custom calling features selected by the Customer to include in the bundle.

This bundle does not include any nonregulated services. If a customer chooses to purchase nonregulated services such as voice mail or long distance the charges will be in addition to the rate that is listed in this tariff.

7.2 REGULATIONS

7.2.1 Features associated with an individual bundle are per line. Features cannot be split between lines.

7.2.2 All charges (such as E-911 Service, taxes and other surcharges) normally associated with a flat rate line will be billed in addition to the business bundle.

7.2.3 The nonrecurring charge associated with the business bundle applies when a customer installs new service, moves to a new address or changes the telephone number associated with the Business Bundle.

7.3 RATES AND CHARGES

Monthly Charge	\$69.95
Nonrecurring Charge:	\$60.00

LOCAL SERVICES TARIFF

SECTION 8 - VARIABLE TERM PAYMENT PLAN**8.1 GENERAL**

- 8.1.1 The Variable Term Payment Plan (VTPP) is a payment plan which allows customers to pay a fixed rate for services over one of any currently available payment periods. A different monthly rate applies for the duration of each period. The monthly rate varies inversely with the length of the payment period, e.g., the monthly rate for a short period is greater than that for a long period.
- 8.1.2 The minimum period is 12 months, unless otherwise specified in product tariffs.
- 8.1.3 During the effective term of a customer's initial payment period, the monthly rate is not subject to Company-initiated changes.
- 8.1.4 Unless specifically exempted, services furnished under the Variable Term Payment Plan are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this and other tariffs.

8.2 REGULATIONS

- 8.2.1 Application of Rates and Charges (unless stated otherwise in the product tariffs)
- A. The monthly rate applicable at the time a customer subscribes to a product or service under the Variable Term Payment Plan is not subject to Company-initiated change during the initial payment period, providing there are no customer-initiated delays in the establishment of the subscribed-for product or service.
- B. After the expiration of either the initial payment period or the subsequent 12-month payment periods the monthly rate will continue to be the same rate that the customer paid under their initial term agreement. The rate will be subject to Company-initiated changes with a 60-day written notice to the customer during which time the customer shall have the right to terminate the agreement, without incurring termination charges. The rate adjustment would not exceed the tariffed rate.
- C. Nonrecurring charges are to be paid in full at the time of installation.
- D. In the event that all or any part of the service is disconnected at customer request before expiration of any selected payment period of greater than one month's duration, the customer will be required to pay termination charges as stated in this tariff.
- E. Rates and charges apply according to the appropriate schedules for products and services offered under the Variable Term Payment Plan.

LOCAL SERVICES TARIFF

SECTION 8 - VARIABLE TERM PAYMENT PLAN (CONT'D.)**8.2 REGULATIONS (CONT'D.)****8.2.2 Renewal Options**

The customer has the following renewal options:

- A. Prior to completion of the present VTPP payment period and upon notification to the Company, a customer may renew for any payment period currently available under VTPP. The rates will be those currently in effect for new customers at the time of renewal. The new payment period starts the day following completion of the prior payment period.
- B. If upon completion of the current payment period the customer has not chosen a new payment period and has not requested discontinuance of service, the customer's agreement will automatically renew for a 12-month period at the rate the customer is paying under their current agreement unless either party notifies the other in writing or verbally of its intention not to renew, at least 30 days before the end of the then-current term.
- C. Early Contract Termination

Unless otherwise noted in individual product tariffs, if the customer terminates their service prior to the expiration date of the term agreement, the customer will be required to pay early termination charges that equate to the monthly charges for the remainder of either the initial payment period or the subsequent 12-month payment periods. If nonrecurring charges associated with the installation of the business services were waived, the customer will become liable for payment of the waived charges.

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

- D. Additions

If the customer wishes to make additions, the customer may also select, from those currently available in the tariff, a different payment period of equal or shorter length than the time remaining in the period selected for the existing service at the current filed rates for the selected period. The additions may then have a different expiration date than the existing service.

LOCAL SERVICES TARIFF

SECTION 9 - VARIABLE TERM PAYMENT PLAN (CONT'D.)**8.2 REGULATIONS (CONT'D.)****8.2.2 Renewal Options****E. Upgrades**

1. Allowable upgrades to products offered by the Company are specified in the individual tariffs currently in effect for offerings under the Variable Term Payment Plan.
2. A customer who elects to upgrade an installed product may choose one of two options, unless otherwise specified in the product tariffs:
 - (a) The existing payment period may be extended by a period of time specified in the product tariff, and the new and the previously installed service will expire on the same date. The rate level applicable for the new service is the one currently in effect for the payment period which the customer had selected prior to the upgrade, while the rates for services previously installed and continuing in service are unaffected. (If the payment period selected by the customer prior to the upgrade has been discontinued in the tariff, the new service will be billed at rates applicable for the next shorter payment period in the current tariff.)
 - (b) The new service may be billed over a currently available payment period of equal or shorter length than the time remaining in the existing payment period. Current rates apply for the selected payment period for the new service. Rates for service previously installed and continuing in service are unaffected. The expiration date of the new service is then either the same as or earlier than that of the previously installed system.

When the expiration date of the new service is earlier, the customer must select another payment period for the service according to the terms and conditions stated in the preceding paragraph at the time of expiration.

LOCAL SERVICES TARIFF

SECTION 8 - VARIABLE TERM PAYMENT PLAN (CONT'D.)

8.2 REGULATIONS (CONT'D.)

8.2.2 Renewal Options

F. Downgrades

1. Allowable downgrades for installed services are specified in product tariffs.
2. A customer has the option to place any new service on a coterminous payment unless otherwise specified in the product tariff. Rates for the new service are those currently in effect for the original payment period (or, if the period is no longer available, for the next shorter one). The rates for services remaining after the downgrade will not be affected.
3. When a coterminous payment period is not chosen for new service, the customer must select a payment period of equal or shorter length than the time remaining in the current payment period. Current rates apply for the equal or shorter payment period. Service remaining on the customer's premises will continue to be billed at the rates in effect before the downgrade. The new service may then have a different expiration date from the service which remained after downgrading.
4. When the expiration dates differ, the customer must select a new payment period for the service (at the time of expiration) added at the time the service was downgraded, according to the terms and conditions in this section.

G. Requests for Changes in Length of Initial Payment Period

Following the establishment of service for a service furnished under a Variable Term Payment Plan period and before the completion of that period, the existing payment period may be replaced by a currently offered payment period at the current rates, subject to the following conditions:

1. No credit will be given for payments made during the formerly selected period. However, nonrecurring charges will not be reapplied.
2. The new payment period begins with the date requested.
3. No termination charge applies provided the customer selects a new payment period equal to or longer than the time remaining under the former payment period. Otherwise, a termination charge applies for the former payment period.
4. The new payment period selected for a component of a service must be equal to or shorter than the time remaining in that service's existing payment period.

H. Supersedure

Service may be transferred to a new customer at the same location, upon prior written concurrence by the Company. The new customer will be subject to all provisions currently reflected in the service agreement.

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