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April 23, 2010

VIA OVERNIGHT DELIVERY

James J. McNulty  
Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building, Second Floor  
400 North Street  
Harrisburg, PA 17120

RECEIVED

APR 23 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RE: NTELOS of West Virginia Inc. d/b/a NTELOS  
Compliance Tariffs: Competitive Local Exchange Carrier Tariff  
Competitive Local Exchange Carrier Switched Access Tariff  
Competitive Access Provider Tariff

Docket Nos. A-2009-2148183, A-2009-2148184, A-2009-2148185, A-2009-2148186,  
A-2009-2148187, A-2009-2148188

Dear Mr. McNulty:

Enclosed for filing are the original and three (3) copies of the compliance tariffs for NTELOS of West Virginia Inc. d/b/a NTELOS in the above referenced dockets pursuant to the Commission's Order entered on March 12, 2010. The tariffs have been revised in accordance with Appendix A to the Order, and a copy of Appendix A with the required notations is also provided.

Copies of the compliance tariffs will be served this date on the parties as indicated on the attached Certificate of Service. Please acknowledge receipt of this filing by date-stamping the enclosed copy of this transmittal letter and returning it in the envelope provided.

Should you have any questions, please do not hesitate to call me at 301-459-7590.

Thank you.

Sincerely,

Kenneth T. Cartmell  
Manager - Regulatory Affairs

Enclosures

cc: Anne Sarbin, NTELOS of West Virginia Inc. d/b/a NTELOS

Echelon Building II, Suite 200  
9430 Research Boulevard, Austin, TX 78759  
phone: 512-338-0473, fax: 512-346-0822

Egandale Corporate Center, Suite 310  
1380 Corporate Center Curve, Eagan, MN 55121  
phone: 651-452-2660, fax: 651-452-1909

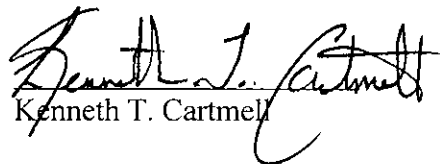
6849 Peachtree Dunwoody Road  
Building B-3, Suite 200, Atlanta, Georgia 30328  
phone: 770-569-2105, fax: 770-410-1608

547 South Oakview Lane  
Bountiful, UT 84010  
phone: 801-294-4576, fax: 801-294-5124

## CERTIFICATE OF SERVICE

I hereby certify that the foregoing filing of NTELOS of West Virginia Inc. d/b/a NTELOS compliance tariffs was served this 23rd day of April, 2010, by mailing true and correct copies thereof, postage prepaid, to the following persons:

Verizon PA – Verizon North Stephanie Ulrich Strawberry Square, 4 <sup>th</sup> Floor Harrisburg, PA 17101	CenturyLink David Bonsick, Director Govt & Public Affairs Payne Shoemaker Building 240 North Third Street, Suite 201 Harrisburg, PA 17101
Office of Consumer Advocate 555 Walnut Street 5th Floor Forum Place Harrisburg, PA 17101-1923	Pennsylvania Public Utility Commission Bureau of FUS, Telco Division PO Box 3265 Harrisburg, PA 17105-3265
Office of Attorney General Office of Consumer Protection 14th Floor Strawberry Square Harrisburg, PA 17120	Office of Small Business Advocate Commerce Building, Suite 1102 300 North Second Street Harrisburg, PA 17101
Michael A. Gruin Renardo L. Hicks Stevens & Lee 17 North Second Street 16 <sup>th</sup> Floor Harrisburg, PA 17101	Pennsylvania Public Utility Commission Office of Trial Staff PO Box 3265 Harrisburg, PA 17105-3265

  
Kenneth T. Cartmel

**RECEIVED**

APR 23 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**NTELOS of West Virginia Inc. d/b/a NTELOS**  
Docket Nos. A-2009-2148183, A-2009-2148184, A-2009-2148185, and A-2009-2148188  
Proposed tariffs for  
Competitive Local Exchange Carrier Service and  
Competitive Access Provider

The proposed tariffs contain certain deficiencies that must be addressed by the Applicant before the tariffs can be approved and the Certificates of Public Convenience issued. **The Applicant must submit a copy of this Appendix with its revised compliance tariffs. On that copy, please note the page/sheet of the compliance tariffs where the required revision is located for each item below.**

**Tariff deficiencies noted – CLEC Local Tariff No. 1**

**RECEIVED**

1. Correct the Title to read:

NTELOS of West Virginia Inc. d/b/a NTELOS  
COMPETITIVE LOCAL EXCHANGE CARRIER  
Business Only Services  
Regulations and Schedule of Charges

APR 23 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

*Title Page. Also note added text, "This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business:...."*

2. Add the following text to the Title Page after the above:

- The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania Inc. Telephone Pa. P.U.C. Nos. 180A; Verizon North Inc. Telephone Pa P.U.C. Nos. 1, 3, 5, and 6; and The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink Pa. P.U.C. No. 27.
- The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

*Title Page.*

3. All Pages: Enter issued and effective dates as per ordering paragraph.

*All Pages. Also note Company street address updated on all pages.*

4. All Pages: Add “d/b/a NTELOS” to the end of the Company’s name in the top right corner of the header. Also, add “Competitive Local Exchange Carrier” to the bottom portion of the header and then center the text appropriately.

***All Pages.***

5. Table of Contents: Insert a comprehensive Table of Contents (TOC) at the beginning of the tariff. At the Company’s discretion, the individual TOC preceding each section may be removed or retained.

***Comprehensive TOC pages 4 - 10. Individual section TOC removed; pages renumbered accordingly.***

6. Check Sheet, Pages 2-3: All changes made to any original sheets will be indicated with an asterisk to the right of the page number on the Check Sheet. Therefore, place “\* - indicates pages included with this filing” above the footer on the bottom of the Check Sheet pages. Also, Change Rate Schedule to Section 13 as directed below. And finally, make appropriate changes pursuant to this order.

***Pages 2 - 3.***

7. Index, Page 6-13: Remove these pages.

***Index removed; pages renumbered accordingly. Also note addition of Tariff Format, Page 11, and “Explanation of Notes” renamed as “Explanation of Symbols”. Items formerly in the format of “2.1.1.a” changed to “2.1.1.A” consistent with the Tariff Format page.***

8. Section 1, Page 2: Remove “information” in the second paragraph. Also, remove the last paragraph as this Company is not offering service to residential customers.

***Section 1, Page 1.***

9. Section 2, Pages 1-7: Only include definitions of terms used in the tariff. Either remove the following or provide a reference to Commission staff as to where in this tariff these terms are used: Apartments, Automatic Number Identification (ANI), College, Flat Rate Service, Kilobit, Referral Period.

***Section 2, Pages 1 - 7. The foregoing terms removed with the exception of “Flat Rate Service”. See Business Monthly Local Exchange Service Rates at Section 13.2.1. “Megabit” also removed from definitions of terms.***

10. Section 3.1.2 a-c, Page 5: Liability: Remove or revise any portion of this section that does not fit within the scope of 52 Pa. Code §69.87 and the Commission Order under Docket No. M-00981209. See <http://www.pabulletin.com/secure/data/vol29/29-17/659.html>

***Section 3.1.2, Pages 2 - 7. Liability section revised in its entirety.***

11. Section 3.1.2 a, Page 5: Remove the reference to attorneys' fees and court costs. The Commission does not empower parties to collect their legal fees from other parties. This matter must be dealt with in court proceedings or negotiations between the parties.

***Section 3.1.2, Pages 2 - 7. Liability section revised in its entirety.***

12. Section 3.3.2, Page 9: Specify the deposit interest rate that the company is using. Delete the last paragraph in this section as it refers to residential services which are not offered.

***Section 3.3.2, Page 11.***

13. Section 3.3.3, Page 10: Expand this section to clearly specify whether, if bills are paid by mail, the date of the postmark will be considered the date of payment pursuant 52 Pa. Code §53.84.

***Section 3.3.3, Page 12.***

14. Section 3.3.6, Page 11: The correct BCS number is 1-800-692-7380.

***Section 3.3.6, Page 13.***

15. Section 3.5, Page 14: Change the "Per business access line charge" to \$0.08 per month and state that this monthly charge is effective as of July 1, 2009.

***Section 3.5, Page 16.***

16. Section 3.6, Page 15: Remove the last paragraph in this section as it refers to residential service.

***Section 3.6, Page 17.***

17. Section 3.6.1, Pages 15-19: Reword this section so that it doesn't describe Residential Service.

***Section 3.6.1, Pages 17 - 21.***

18. Section 3.7, Page 19: Change the first sentence to read; "In compliance with 52 Pa. Code § 63.24."

***Section 3.7, Page 21.***

19. Section 3.8.6, Page 23: Add appropriate Toll Presubscription charges to this section i.e. move appropriate rates from the rate section to this section.

***Section 3.8.6, Page 25. Also note correction to section reference at 3.8.2, Page 22: "...as specified in C.1 following" changed to "...as specified in 3.8.3.A following".***

20. Section 4.1.5, Page 2: Delete this subsection as the Commission does regulate inside wire.

***Section 4.1, Page 1.***

21. Section 6.1.2, Page 3: Change reference to Rate Schedule to Section 13. The Rate Schedule will be renamed Section 13 as directed below.

***Section 6.1.2, Page 2. Also note all references to Rate Schedule changed to Section 13 throughout tariff.***

22. Section 7.1.2, Page 3: Revise this section so that it is compliant with 52 Pa. Code § 53.60. Add language that states “promotional service offerings must not extend longer than 6 months in any rolling 12-month period.” Also, please note, Company must file a tariff supplement for any promotional offerings.

***Section 7.1.1 and 7.1.2, Pages 1 - 2.***

23. Section 7.1.2, Page 4: Delete subsections f. and g. as they are duplicating prior subsections.

***Section 7.1.2, Page 2. Note the former subsection f. now appears as regulations regarding tariff filings of promotions.***

24. Section 7.2.1, Page 4: Delete the last [duplicate] sentence.

***Section 7.2.1, Page 2.***

25. Section 7.6, Page 19: Change reference to Rate Schedule to Section 13. The Rate Schedule will be renamed Section 13 as directed below.

***Section 7.6, Page 17.***

26. Section 12, Page 2: Add “\* Not regulated under this tariff” to the bottom of this page.

***Section 12, Page 1.***

27. Section 12.2.2, Page 4: Change reference to Rate Schedule to Section 13.

***Section 12.2.2, Page 3.***

28. Rate Schedule, Pages 1-21: Change “Rate Schedule” to “Section 13” and make appropriate changes to the Table of Contents.

***Section 13, Pages 1 - 22; TOC Pages 9 - 10. Also note at Section 13.2.1, Page 2, reference to “Flat Rate” changed to “Flat Rate Service”.***

## **Tariff deficiencies noted – CLEC Switched Access Tariff No. 2**

1. Correct the Title to read:

**NTELOS of West Virginia Inc. d/b/a NTELOS**  
COMPETITIVE LOCAL EXCHANGE CARRIER  
SWITCHED ACCESS TARIFF  
Regulations and Schedule of Charges

### ***Title Page 1.***

2. Add the following text to the Title Page after the above:

- The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.
- The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania Inc. Telephone Pa. P.U.C. Nos. 180A; Verizon North Inc. Telephone Pa P.U.C. Nos. 1, 3, 5, and 6; and The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink Pa. P.U.C. No. 27.
- Remove "All material contained herein is new."

### ***Title Page 1.***

3. All Pages: Enter issued and effective dates as per ordering paragraph.

***All Pages. Also note Company street address updated on all pages.***

4. All Pages: Add "d/b/a NTELOS" to the end of the Company's name in the top right corner of the header. Also, add "Switched Access Service" to the bottom portion of the header and then center the text appropriately.

***All Pages.***

5. All Pages: Add "d/b/a NTELOS" to the end of the Company's name in the footer.

***All Pages.***

6. Missing: The Company did not provide page explaining the Tariff Format. This page should be inserted after the Table of Contents. The Table of Contents should then reference this page. Use sample tariff Format provided in Appendix B.

***Pages 4 and 10. Note also "List of Modifications" has been added to TOC.***

7. Check Sheet, Pages 2-3: All changes made to any original sheets will be indicated with an asterisk to the right of the page number on the Check Sheet. Therefore, add; “\* - indicates pages included with this filing.” Place above the footer on the bottom of the Check Sheet pages. Also, make appropriate changes pursuant to this tariff.

***Pages 2 - 3.***

8. Table of Contents, Pages 4-9: Make appropriate changes pursuant to this tariff.

***Pages 4 - 9.***

9. Page 11: Remove this page.

***Former Page 11 removed.***

10. Section 1, Pages 1-5: Only include definitions of terms used in the tariff. Either remove the following or provide a reference to Commission staff as to where in this tariff these terms are used: Alternate Access, Joint User, Local Access, Off-Hook, On-Hook, Premises, Shared Facilities, Signaling Point of Interface, Signaling Transfer Point Access, Special Access Service.

***Section 1, Pages 1, 3, 4. The foregoing definitions removed with the exception of the term “Premises” used throughout Sections 2, 3 and 4 regulations. See, e.g., Section 2.1.4 Pages 2 - 4, Section 3.3 Page 6, and Section 4.1 Page 1.***

11. Section 2.1.4, Pages 2-5: Remove or revise any portion of this section that does not fit within the scope of 52 Pa. Code §69.87 and the Commission Order under Docket No. M-00981209. See <http://www.pabulletin.com/secure/data/vol29/29-17/659.html>.

***Section 2.1.4, Pages 2 - 7, revised in its entirety.***

12. Section 2.3.2, Page 11: Remove or revise any portion of this section that does not fit within the scope of 52 Pa. Code §69.87 and the Commission Order under Docket No. M-00981209. See <http://www.pabulletin.com/secure/data/vol29/29-17/659.html>. Also, remove reference to attorney’s fees. The Commission does not empower parties to collect their legal fees from other parties. This matter must be dealt with in court proceedings or negotiations between the parties.

***Section 2.3.2, Page 13.***

13. Section 2.5.2 (F), Page 16: Add telephone number for the Bureau of Consumer Services to this section. The telephone number is 1-800-692-7380.

***Section 2.5.2, Page 18.***

14. Section 2.5.4 (J), Page 23: Remove reference to attorney’s fees. The Commission does not empower parties to collect their legal fees from other parties. This matter must be dealt with in court proceedings or negotiations between the parties.



*Section 2.5.4(J), Page 25.*

15. Section 2.5.7, Page 24: In keeping with the submitted CLEC tariff, add the returned check of \$25.00 to this section.

*Section 2.5.7, Page 26.*

16. Section 2.6.2, Page 25: Delete subparagraph (F) which duplicates the text of the preceding subparagraph.

*Section 2.6.2, Page 27. Duplicate text deleted, subsequent items renumbered accordingly.*

17. Section 5, Pages 1-3: Delete this section as Subscriber Line Charges are included in FCC tariffs.

*Section 5, Page 1.*

**Tariff deficiencies noted – CAP Tariff No. 4**

1. Correct the Title to read:

NTELOS of West Virginia Inc. d/b/a NTELOS  
COMPETITIVE ACCESS PROVIDER CARRIER  
Regulations and Schedule of Charges

*Title Page 1.*

2. Add the following text to the Title Page after the above:

- The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.
- Remove "All material contained herein is new."

*Title Page 1.*

3. All Pages: Enter issued and effective dates as per ordering paragraph.

*All Pages. Also note Company street address updated on all pages.*

4. All Pages: Add "d/b/a NTELOS" to the end of the Company's name in the header.

*All Pages. Note also header text "Competitive Access Service" changed to "Competitive Access Provider Service".*

5. All Pages: Rename tariff to PA P.U.C No. 3.

*All Pages.*

6. All Pages: Add “d/b/a NTELOS” to the end of the Company’s name in the footer.

*All Pages. Note also “\* - indicates pages included with this filing” added to Check Sheet, Page 2.*

7. Missing: The Company did not provide page explaining the Tariff Format. This page should be inserted after the Table of Contents. The Table of Contents should then reference this page. Use sample tariff Format provided in Appendix B.

*Tariff Format, Page 5; Table of Contents, Page 3.*

8. Section 1, Pages 1-3: Only include definitions of terms used in the tariff. Either remove the following or provide a reference to Commission staff as to where in this tariff these terms are used: “Intrastate Service,” and “Off-Net.”

*Section 1, Page 2. The foregoing terms removed.*

9. Section 2.24, Page 2: Delete this section as the Commission does not empower parties to collect their legal fees from other parties. This matter must be dealt with in court proceedings or negotiations between the parties.

*Section 2.2.4, Page 2 - Legal Fees removed and items renumbered accordingly.*

10. Section 2.3, Pages 5-8: Liability: Remove or revise any portion of this section that does not fit within the scope of 52 Pa. Code §69.87 and the Commission Order under Docket No. M-00981209. See <http://www.pabulletin.com/secure/data/vol29/29-17/659.html>.

*Section 2.3, Pages 5 - 10. Liability section revised in its entirety.*

11. Section 2.3.8, Page 6: Remove or reword this section as 52 Pa. Code §63.24(b) (3) clearly states that, when service is interrupted for at least 24 hours due to such factors as storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the tariff monthly rate shall apply for each full 24 hour period during which the interruption continues after notice by the customer to the Company.

*Section 2.3.8, Liability section revised in its entirety.*

12. Section 2.11.4, Page 17: Specify the deposit interest rate that the company is using.

*Section 2.11.4, Page 19.*

13. Section 2.11.6 (B), Page 18: Change the phone number for the Bureau of Consumer services to 1-800-692-7380.

*Section 2.11.6(B), Page 20.*

14. Section 4.3, Page 3: Add language that states ICB rates are to be filed with Commission upon request.

*Section 4.3, Page 3.*

NTELOS of West Virginia Inc. d/b/a NTELOS  
COMPETITIVE LOCAL EXCHANGE CARRIER  
Business Only Services  
Regulations and Schedule of Charges

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania Inc. Telephone Pa. P.U.C. Nos. 180A; Verizon North Inc. Telephone Pa P.U.C. Nos. 1, 3, 5, and 6; and The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink Pa. P.U.C. No. 27.

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business:

NTELOS of West Virginia Inc. d/b/a NTELOS  
1154 Shenandoah Village Drive  
Waynesboro, VA 22980

**RECEIVED**

APR 23 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Issued: April 26, 2010

Effective: April 27, 2010

Mary McDermott, Senior Vice President-Legal and Regulatory Affairs  
NTELOS of West Virginia Inc. d/b/a NTELOS  
1154 Shenandoah Village Drive  
Waynesboro, VA 22980

Competitive Local Exchange Carrier

LIST OF MODIFICATIONS

CHANGES:

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Issued: April 26, 2010

Effective: April 27, 2010

Mary McDermott, Senior Vice President-Legal and Regulatory Affairs  
NTELOS of West Virginia Inc. d/b/a NTELOS  
Competitive Local Exchange Carrier  
1154 Shenandoah Village Drive  
Waynesboro, VA 22980

## Competitive Local Exchange Carrier

**CHECK SHEET**

The title page and pages 1 through 13-22 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title Page	Original	3-18	Original	8-1	Original
1	Original	3-19	Original	8-2	Original
2	Original	3-20	Original	9-1	Original
3	Original	3-21	Original	9-2	Original
4	Original	3-22	Original	9-3	Original
5	Original	3-23	Original	9-4	Original
6	Original	3-24	Original	10-1	Original
7	Original	3-25	Original	10-2	Original
8	Original	4-1	Original	10-3	Original
9	Original	4-2	Original	10-4	Original
10	Original	4-3	Original	10-5	Original
11	Original	4-4	Original	10-6	Original
12	Original	5-1	Original	11-1	Original
1-1	Original	6-1	Original	11-2	Original
2-1	Original	6-2	Original	12-1	Original
2-2	Original	7-1	Original	12-2	Original
2-3	Original	7-2	Original	12-3	Original
2-4	Original	7-3	Original	12-4	Original
2-5	Original	7-4	Original	12-5	Original
2-6	Original	7-5	Original	12-6	Original
2-7	Original	7-6	Original	13-1	Original
3-1	Original	7-7	Original	13-2	Original
3-2	Original	7-8	Original	13-3	Original
3-3	Original	7-9	Original	13-4	Original
3-4	Original	7-10	Original	13-5	Original
3-5	Original	7-11	Original	13-6	Original
3-6	Original	7-12	Original	13-7	Original
3-7	Original	7-13	Original	13-8	Original
3-8	Original	7-14	Original	13-9	Original
3-9	Original	7-15	Original	13-10	Original
3-10	Original	7-16	Original	13-11	Original
3-11	Original	7-17	Original	13-12	Original
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3-13	Original	7-19	Original	13-14	Original
3-14	Original	7-20	Original	13-15	Original
3-15	Original	7-21	Original	13-16	Original
3-16	Original	7-22	Original	13-17	Original
3-17	Original	7-23	Original	13-18	Original

\* - indicates pages included with this filing

Issued: April 26, 2010

Effective: April 27, 2010

Mary McDermott, Senior Vice President-Legal and Regulatory Affairs

NTELOS of West Virginia Inc. d/b/a NTELOS

1154 Shenandoah Village Drive

Waynesboro, VA 22980

Competitive Local Exchange Carrier

**CHECK SHEET (Cont'd)**

<u>Page</u>	<u>Revision</u>
13-19	Original
13-20	Original
13-21	Original
13-22	Original

<u>Page</u>	<u>Revision</u>
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<u>Page</u>	<u>Revision</u>
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\* - indicates pages included with this filing

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Issued: April 26, 2010

Effective: April 27, 2010

Mary McDermott, Senior Vice President-Legal and Regulatory Affairs  
NTELOS of West Virginia Inc. d/b/a NTELOS  
1154 Shenandoah Village Drive  
Waynesboro, VA 22980

Competitive Local Exchange Carrier

TABLE OF CONTENTS

	Page
Title Page .....	Cover
List of Modifications .....	1
Check Sheets.....	2
Table of Contents .....	4
Tariff Format .....	11
Explanation of Symbols .....	12
SECTION 1 – APPLICATION OF TARIFF.....	1
SECTION 2 – EXPLANATION OF TERMS.....	1
SECTION 3 – GENERAL RULES AND REGULATIONS	
3.1 Use of Facilities and Services.....	1
3.1.1 Obligation of Company.....	1
3.1.2 Limitations on Liability.....	2
3.1.3 Use of Service.....	8
3.1.4 Use and Ownership of Equipment.....	8
3.1.5 Directory Errors.....	8
3.1.6 Special Equipment and Service Arrangements .....	10
3.2 Minimum Period of Service .....	10
3.3 Payment for Service Rendered .....	11
3.3.1 Responsibility for All Charges.....	11
3.3.2 Applicant or Customer Deposit .....	11
3.3.3 Payment of Charges.....	12
3.3.4 Return Check Charge .....	13
3.3.5 Late Payment Charges.....	13
3.3.6 Disputed Bills .....	13
3.3.7 Advance Payment.....	14
3.4 Access to Customer's Premises.....	14



Competitive Local Exchange Carrier

TABLE OF CONTENTS (Cont'd)

	Page
SECTION 3 – GENERAL RULES AND REGULATIONS	
3.5 Pennsylvania Telecommunications Relay Service .....	15
3.5.1 General.....	15
3.5.2 Surcharge .....	15
3.5.3 Rates .....	17
3.6 Suspension or Termination of Service .....	17
3.6.1 Suspension or Termination for Nonpayment .....	17
3.6.2 Termination of Service by the Customer.....	21
3.7 Allowances for Service Interruptions.....	21
3.8 Toll Presubscription.....	22
SECTION 4 – SERVICE CHARGES	
4.1 Service Ordering Charge .....	1
4.2 Line Connection Charges .....	1
4.3 Premises Visit Charge .....	2
4.4 Termination Charge.....	3
4.5 Service Charges Do Not Apply To: .....	3
4.6 Restoral of Service.....	3
4.7 Network Interface Devices .....	4
SECTION 5 – LOCAL CALLING AREAS	
5.1 Local Calling Area .....	1

Competitive Local Exchange Carrier

TABLE OF CONTENTS (Cont'd)

	Page
<b>SECTION 6 – LOCAL EXCHANGE SERVICE</b>	
6.1 Network Switched Services .....	1
6.1.1 General.....	1
6.1.2 Rates and Charges .....	2
<b>SECTION 7 – SUPPLEMENTAL SERVICES</b>	
7.1 Service and Promotional Trials.....	1
7.1.1 General.....	1
7.1.2 Regulations .....	1
7.2 Directory Assistance Service .....	2
7.2.1 General.....	2
7.2.2 Regulations .....	2
7.3 Local Operator Services.....	3
7.4 Directory Listings .....	3
7.4.1 Regular Additional Listings.....	4
7.4.2 Non-Published Service.....	4
7.4.3 Customized Number Service.....	5
7.5 Custom Calling Features .....	6
7.5.1 Regulations .....	6
7.5.2 Feature Descriptions.....	7
7.6 Remote Calling Forwarding.....	16
7.7 Call Screening Services.....	17

*Competitive Local Exchange Carrier*

TABLE OF CONTENTS (Cont'd)

	Page
<b>SECTION 7 – SUPPLEMENTAL SERVICES</b>	
7.8 Direct Inward Dialing (DID) Service.....	18
7.9 Direct Inward-Outward Dialing (DIOD) Service .....	19
7.10 Emergency 911 Service.....	20
7.10.1 Glossary of Terms .....	20
7.10.2 General.....	21
7.10.3 Regulations.....	21
7.11 Reserved Telephone Number Services .....	23
7.11.1 Regulations.....	23
<b>SECTION 8 – SPECIAL ARRANGEMENTS</b>	
8.1 Special Construction.....	1
8.1.1 Basis for Charges.....	1
8.1.2 Termination Liability .....	1
8.2 Non-Routine Installation and/or Maintenance.....	2
8.3 Individual Case Basis (ICB) Arrangements.....	2
<b>SECTION 9 – PRIMARY RATE INTERFACE (PRI)</b>	
9.1 Primary Rate Interface (PRI).....	1
9.1.1 Regulations.....	1
9.1.2 Definitions.....	2
9.1.3 Application of Rates.....	3
9.1.4 Service Components.....	3

Competitive Local Exchange Carrier

TABLE OF CONTENTS (Cont'd)

	Page
SECTION 10– DIGITAL CHANNEL SERVICES	
10.1 General .....	1
10.2 Digital Architecture .....	1
10.3 Definitions .....	2
10.4 Regulations .....	4
SECTION 11– PRIVATE LINE TELEPHONE SERVICE AND CHANNELS	
11.1 General .....	1
11.2 Definitions .....	1
11.3 Channel Types.....	2
SECTION 12– BUNDLED SERVICES	
12.1 Integrated Access.....	1
12.1.1 General.....	1
12.1.2 Regulations .....	1
12.2 Integrated Centrex .....	3
12.2.1 General.....	3
12.2.2 Feature Packages .....	3
12.2.3 Liability of the Telephone Company .....	5
12.2.4 Conditions.....	6

Competitive Local Exchange Carrier

TABLE OF CONTENTS (Cont'd)

	Page
SECTION 13 – RATES AND CHARGES	
13.1 Service Charges.....	1
13.1.1 Service Ordering Charges .....	1
13.2 Local Exchange Service.....	2
13.2.1 Business Monthly Local Exchange Service Rates .....	2
13.3 Supplemental Services.....	3
13.3.1 Directory Assistance Service Rates .....	3
13.3.2 Local Operator Service Rates .....	3
13.3.3 Directory Listing .....	4
13.3.4 Custom Calling Features .....	5
13.3.5 Remote Call Forwarding Rates.....	7
13.3.6 Call Screening Services Rates and Charges .....	7
13.3.7 Direct Inward Dialing (DID) Service Rates and Charges .....	7
13.3.8 Reserved Telephone Number Service Rates .....	8
13.4 Primary Rate Interface (PRI).....	9
13.5 Digital Channel Services .....	13
13.5.1 Nonrecurring Charges .....	13
13.5.2 Service Order Charges .....	13
13.5.3 Digital Channel Capacity .....	15
13.5.4 Service Activations – Per Network Service.....	16

Competitive Local Exchange Carrier

TABLE OF CONTENTS (Cont'd)

	Page
SECTION 13 – RATES AND CHARGES	
13.6 Private Line Telephone Service and Channels .....	17
13.6.1 Voice Grade Service.....	17
13.6.2 Digital Data Service (2.4 Kbps to 64 Kbps).....	17
13.6.3 High Capacity Service – DS1 (1.544 Mbps) .....	18
13.6.4 High Capacity – DS3 (44,736 Mbps) .....	19
13.6.5 Termination Liability Charges.....	20
13.7 Bundled Service Rates.....	21
13.7.1 Integrated Access.....	21
13.7.2 Integrated Centrex .....	22

## Competitive Local Exchange Carrier

TARIFF FORMAT

- A. Sheet Numbering** – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet 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., that the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** – When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets 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 the symbols given on the symbols sheet. There will be no other symbols used on this page if these are the only changes made to it (*i.e.*, the format 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 sheet is the most current on file with the Commission.

Competitive Local Exchange Carrier

EXPLANATION OF SYMBOLS

- (C) Indicates Change
- (D) Indicates Rate Decrease
- (I) . Indicates Rate Increase

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NTELOS of West Virginia Inc. d/b/a NTELOS  
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Competitive Local Exchange Carrier

SECTION 1 – APPLICATION OF TARIFF

1.1 APPLICATION OF TARIFF

This Tariff sets forth the regulations and rates applicable to local telephone services and facilities provided by NTELOS of West Virginia Inc. d/b/a NTELOS within the service areas of Verizon Pennsylvania, Inc., Verizon North Incorporated and United Telephone Company of Pennsylvania d/b/a CenturyLink as identified in their respective tariffs.

The furnishing of intrastate communications services by virtue of one-way and/or two-way transmission between points within the Commonwealth of Pennsylvania.

Service is provided where technically feasible and facilities permit.

Competitive Local Exchange Carrier

SECTION 2 – EXPLANATION OF TERMS

AGENCY

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

ANALOG

A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

ATTENDANT

An operator of a PBX console or telephone switchboard.

BIT

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

BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

Competitive Local Exchange Carrier

SECTION 2 – EXPLANATION OF TERMS (Cont'd)

CENTRAL OFFICE

An operating office of the Company where connections are made between telephone exchange lines.

CENTRAL OFFICE LINE

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

COMPANY

NTELOS of West Virginia Inc. d/b/a NTELOS, unless otherwise clearly indicated from the context.

COMMISSION

The Pennsylvania Public Utility Commission.

CUSTOMER

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

CUSTOMER PREMISES EQUIPMENT (CPE)

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

Competitive Local Exchange Carrier

SECTION 2 – EXPLANATION OF TERMS (Cont'd)

DIRECT INWARD DIAL (“DID”)

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DIRECT OUTWARD DIAL (“DOD”)

A service attribute that allows individual station users to access and dial outside numbers directly.

DIGITAL

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An “error”, can also be an omission in records.

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

Competitive Local Exchange Carrier

SECTION 2 – EXPLANATION OF TERMS (Cont'd)

FINAL ACCOUNT

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

FLAT RATE SERVICE

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

HOSPITAL

An establishment for treatment of human patients by members of the medical profession where lodging for the patients is maintained on the premises.

HOTEL

An establishment offering lodging with or without meals to the general public on a day-to-day basis.

INTERFACE

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

Competitive Local Exchange Carrier

SECTION 2 – EXPLANATION OF TERMS (Cont'd)

JOINT USER

A person, firm, or corporation which uses the telephone service of a subscriber as provided in Section 1 of the Tariff.

LATA

Local Access and Transport Area. The area within which the Company provides local and long distance (“intraLATA”) service. For call to numbers outside this area (“interLATA”) service is provided by long distance companies.

LOCAL CALL

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

LOCAL SERVICE

Telephone exchange service within a local calling area.

Competitive Local Exchange Carrier

SECTION 2 – EXPLANATION OF TERMS (Cont'd)

MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

PBX

A private branch exchange.

PREMISES

The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

SAME PREMISES

All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

SERVING CENTRAL OFFICE

The central office from which local service is furnished.

Competitive Local Exchange Carrier

SECTION 2 – EXPLANATION OF TERMS (Cont'd)

STATION

Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

SUSPENSION

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TIE LINE

A dedicated line connecting two switchboards or dial systems.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

TWO-WAY

A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

USER

A customer, joint user, or any other person authorized by a customer to use service provided under this Tariff.



*Competitive Local Exchange Carrier*

SECTION 3 – GENERAL RULES AND REGULATIONS

3.1 USE OF FACILITIES AND SERVICE

3.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.1 USE OF FACILITIES AND SERVICE (Cont'd)

3.1.2 *Limitations on Liability*

A. Indemnification and Limits on Liability

1. Except where the Commission, for good cause shown, determines otherwise, the Customer and any authorized or joint users, jointly and severally, shall indemnify, defend and hold harmless the Company and the Company shall not be liable for any claims, loss, damage or expenses involving:
  - a) Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with the Service or facilities provided by the Company; or (c) common carriers, warehousemen or middle men;
  - b) Any unlawful or unauthorized use of the Company's facilities and Service or the use of the Company's facilities and/or Service in violation of this Tariff;
  - c) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications or information by means of Company-provided facilities or Service, or by means of the combination of Company provided facilities or Service with Customer-provided facilities or services;

Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.1 USE OF FACILITIES AND SERVICE (Cont'd)

3.1.2 Limitations on Liability (Cont'd)

A. Indemnification and Limits on Liability (Cont'd)

- d) Any infringement, breach 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, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, 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 emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them;
- e) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 3.7;
- f) Defacement of or damage to Customer premises resulting from the furnishing of Service or equipment on such premises or the installation or removal thereof;

Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.1 USE OF FACILITIES AND SERVICE (Cont'd)

3.1.2 Limitations on Liability (Cont'd)

A. Indemnification and Limits on Liability (Cont'd)

- g) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the Company's facilities;
- h) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- i) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- j) Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of Service functionality or interruption of electric service to Customer's premises;
- k) Any non-completion of calls due to network busy conditions or network failures; except as provided in section 3.7;
- l) Any calls not actually attempted to be completed during any period that Service is unavailable;
- m) Blockages by other providers of services on the public switched network;

Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.1 USE OF FACILITIES AND SERVICE (Cont'd)

3.1.2 Limitations on Liability (Cont'd)

A. Indemnification and Limits on Liability (Cont'd)

- n) Any damage to CPE resulting from use of that system with the Service; and
  - o) Breach in the privacy or security of communications transmitted over the Company's facilities.
2. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer provided equipment or facilities or Service provided by the Company.
  3. The Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.
  4. The Company assumes no responsibility for the availability or performance of any systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.1 USE OF FACILITIES AND SERVICE (Cont'd)

3.1.2 Limitations on Liability (Cont'd)

A. Indemnification and Limits on Liability (Cont'd)

5. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
6. 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 or fitness for a particular use, except those expressly set forth herein.
7. The Company will not be liable for any charge incurred when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls.
8. When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or *interruption caused by the other company or their agents or employees*. This includes the provision of a signaling system database by another company.

## Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

## 3.1 USE OF FACILITIES AND SERVICE (Cont'd)

## 3.1.2 Limitations on Liability (Cont'd)

## A. Indemnification and Limits on Liability (Cont'd)

9. THE INCLUDED EXCULPATORY LANGUAGE DOES NOT CONSTITUTE A DETERMINATION BY THE COMMISSION THAT A LIMITATION OF LIABILITY IMPOSED BY THE COMPANY SHOULD BE UPHELD IN A COURT OF LAW. ACCEPTANCE FOR FILING BY THE COMMISSION RECOGNIZES THAT IT IS A COURT'S RESPONSIBILITY TO ADJUDICATE NEGLIGENCE AND CONSEQUENTIAL DAMAGE CLAIMS. IT IS ALSO THE COURT'S RESPONSIBILITY TO DETERMINE THE VALIDITY OF THE EXCULPATORY CLAUSE.

## B. Liability of the Company

1. Except as otherwise stated in this Tariff, liability of the Company for damages arising out of either (1) the furnishing of its Service, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Service, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 3.7, following.
2. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 3.7, following, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service, including the inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.
3. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

## Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

## 3.1 USE OF FACILITIES AND SERVICE (Cont'd)

## 3.1.3 Use Of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

## 3.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

## 3.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

- A. Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.



## Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

## 3.1 USE OF FACILITIES AND SERVICE (Cont'd)

## 3.1.5 Directory Errors (Cont'd)

- B. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- C. Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.
- D. Credit Limitation: The total amount of the credit provided for the preceding paragraphs a, b, and c shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
- E. Definitions: As used in Paragraphs a, b, c, and d above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- F. Notice: Such allowances or credits as specified in Paragraphs a, b, and c above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.1 USE OF FACILITIES AND SERVICE (Cont'd)

3.1.6 Special Equipment and Service Arrangements

In cases where Customers desire a special type of service for which provision is not otherwise made, a monthly rate and charge is quoted based on the actual cost of furnishing such service, when in the judgment of the Company there is not reason for refusing to render the special service desired.

3.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

## Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

## 3.3 PAYMENT FOR SERVICE RENDERED

## 3.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

## 3.3.2 Applicant or Customer Deposit

When the Company determines an applicant is a credit risk or when the credit of an existing Customer has become doubtful, a Deposit may be required as security for the payment of future bills for service in accordance with the Company's written procedures for determining credit status. The Deposit requested will be in cash or the equivalent of cash and will be held as a guarantee for the payment of charges. A Deposit does not relieve the Customer of the responsibility for prompt payment of bills on presentation.

After service has been established and credit history and treatment demonstrates that the original deposit is not sufficient to safeguard the interests of the Company, the Company may require an adjustment of the Deposit not exceeding the local service and toll charge average for a two (2) month period.

Deposits will be returned to depositors who shall have paid promptly undisputed bills during a period of twelve (12) consecutive months. When service is terminated, any balance of the Deposit including accrued interest remaining after deduction of all sums due the Company will be returned to the Customer. Interest is paid on all deposits at a rate of six (6) percent per annum.

## Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

## 3.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

## 3.3.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If bills are paid by U.S. Mail, the date of the postmark will be considered the date of payment pursuant 52 Pa. Code §53.84. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer.

A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

3.3.4 Return Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$25.00.

3.3.5 Late Payment Charges

- A. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the due date, a late payment charge of 1.25% will be applied to all amounts previously billed under this Tariff.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- C. Late payment charges do not apply to final accounts.

3.3.6 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within thirty (30) days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission's Bureau of Consumer Service:

PA Public Utility Commission  
Bureau of Consumer Services  
P.O. Box 3265  
Harrisburg, PA 17105-3265  
1-800-692-7380

The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

3.3.7 Advance Payment

To safeguard its interests, the Company may require a Business Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the non-recurring charge(s) and three months' charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) over a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

3.4 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

## Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

## 3.5 PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE

## 3.5.1 General

The Pennsylvania Telecommunications Relay Service (PA TRS) is a relay telecommunication service for the deaf, hard of hearing, hearing and/or speech disabled population of the Commonwealth. The PA TRS is mandated by the Americans with Disabilities Act of 1990 to provide functionally equivalent telephone services that are available to other U.S. citizens, at no additional cost. The PA TRS includes both traditional relay (devices such as Teletypewriters (TTY) and Telecommunication Devices for the Deaf (TDD)) and captioned-telephone voice-carry-over relay services (captioned telephone). These relay services permit telephone communications between individuals with hearing and/or speech disabilities, who must use a TTY, TDD or captioned telephone, with individuals having normal hearing and speech. Additionally, 711 abbreviated dialing is available to access the PA TRS. The Company's switching equipment is arranged to translate the "711" calls to the assigned toll-free number, (888) 895-1197, in order to route calls to the Telecommunications Relay Service Provider, in accordance with Commission's Order entered on February 4, 2000 at Docket No. M-00900239.

## 3.5.2 Surcharge

In addition to the charges provided in this tariff, a surcharge will apply to all business access lines served by this Company. (Access lines are those lines extending from the telephone company's central office to the end-user's premises.) This surcharge applies regardless of whether or not the access line uses the PA TRS.

The surcharge serves as the funding vehicle for the operation of the PA TRS, Telecommunications Device Distribution Program and the Print Media Access Service Program and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the PA TRS surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing with July 1 of each year.

The Commission may revise the surcharge more frequently than annually at its discretion.

Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

## Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

## 3.5 PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE (Cont'd)

The following surcharge rates apply to all customer bills. The monthly charge is effective as of July 1, 2009.

Per business access line, per month \$0.08

The TRS surcharge will be applied to Integrated Centrex lines using the following Centrex Equivalent Lines Table on a per Integrated Centrex customer basis.

Number of Centrex Lines	Equivalent Lines
1	1
2	2
3	3
4 to 6	4
7 to 10	5
11 to 15	6
16 to 21	7
22 to 28	8
29 to 36	9
37 to 45	10
46 to 54	11
55 to 64	12
65 to 75	13
76 to 86	14
87 to 98	15
99 to 111	16
112 to 125	17
126 to 139	18
140 to 155	19
156 to 171	20
172 to 189	21
190 to 207	22
208 to 225	23
226 to 243	24
244 to 262	25
263 to 281	26
282 to 300	27
Each additional 18 Centrex lines	1

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Mary McDermott, Senior Vice President-Legal and Regulatory Affairs  
NTELOS of West Virginia Inc. d/b/a NTELOS  
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Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.5 PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE (Cont'd)

3.5.3 Rates

Local calls will be charged at the applicable local flat rate or local measured service rate. Toll calls will be charged at the applicable toll rate found in the selected long distance provider's rate schedule or current tariff. If the customer has not chosen a long distance carrier the default carrier's rates will apply for the toll calls.

3.6 SUSPENSION OR TERMINATION OF SERVICE

Nothing contained herein and no tariff adopted hereto shall limit any responsibility or liability on the part of the telephone company to a Customer which would exist pursuant to law but for this rule and said tariff.

The foregoing allowances shall not be applicable where service is interrupted by the negligence or willful act of a Customer or where the Company pursuant to the terms of the contract for service suspends or terminates service for non-payment of charges or for unlawful or improper use of facilities or for any other reason provided for in the filed and effective tariff.

3.6.1 Suspension or Termination for Nonpayment

A. Non-payment Service Interruption

In the event of a proposed disconnection of Basic Local Service only, the following procedures shall apply:

1. No Basic Service shall be disconnected for Local Service Charge until at least 29 days from the date of the bill.
2. No Service can be disconnected for Local Service Charges unless the utility has given the affected customer a written notice of the proposed disconnection at least seven (7) days before the proposed date of disconnection. The notice must include:
  - a) The final payment date of the amount due;
  - b) The reason for the disconnection, including the unpaid balance due;

Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.6 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

3.6.1 Suspension or Termination for Nonpayment (Cont'd)

A. Non-payment Service Interruption (Cont'd)

- c) A telephone number which the customer may call for information about the proposed disconnection; and
- d) The procedure for medical emergencies.
- e) Application of reconnection fee
- f) The date on or after which service will be suspended.

3. When at least 10 days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee, and to remedy the original grounds for suspension.

B. Disconnection with Notice

Telephone service may be disconnected after proper notice for any of the following reasons:

- 1. Nonpayment of an undisputed delinquent account or the undisputed portion of an account where a dispute exists as to part but not all of an amount billed by the Company.
- 2. Failure to post a deposit, provide a guarantee or establish credit.
- 3. Unreasonable refusal to permit access to service connections, equipment and other property of the Company for maintenance or repair.
- 4. The use of service so as to interfere with or impair the use of service rendered to other customers.
- 5. Failure to comply with the material terms of a payment agreement.
- 6. Fraud or material misrepresentation of identity to obtain telephone service.
- 7. Violation of tariff provisions on file with the Commission so as to threaten the safety of a person or the integrity of the service delivery system of the Company.
- 8. Unpaid indebtedness for telephone service previously furnished by the LEC in the name of the customer within 4 years of the date the bill is rendered.

Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.6 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

3.6.1 Suspension or Termination for Nonpayment (Cont'd)

C. Telephone service may be disconnected without notice under either of the following conditions:

1. Where a known dangerous condition exists for as long as the condition exists. Where reasonable given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected premises as soon as possible after service has been disconnected.

D. Insufficient Grounds for Disconnection

Telephone service may not be disconnected for any of the following reasons:

1. Nonpayment of delinquent charges based on previously unbilled telephone service resulting from Company billing error if these charges exceed the otherwise normal, average bill by 50%. This does not prohibit suspension when the Company reviews the charges with the customer and offers to enter into a payment agreement which, at the option of the customer, may extend at least as long as necessary to ensure that the bill in one billing period will not be greater than the normal, average bill for the period plus 50%.
2. Nonpayment of delinquent fees for toll service where the Company is technically capable of terminating toll service without also terminating basic service.
3. Nonpayment for commercial service received at the same or different location.
4. Nonpayment of delinquent charges based on previously unbilled telephone service resulting from Company billing error if these charges exceed the otherwise normal, average bill by 50%. This does not prohibit suspension when the Company reviews the charges with the customer and offers to enter into a payment agreement which, at the option of the customer, may extend at least as long as necessary to ensure that the bill in one billing period will not be greater than the normal, average bill for the period plus 50%.

## Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

## 3.6 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

## 3.6.1 Suspension or Termination for Nonpayment (Cont'd)

5. Noncompliance with the payment agreement before the date set for payment in payment agreement.
6. Nonpayment of charges for telephone service furnished more than 4 years before the date the bill is rendered.
7. Nonpayment for service already furnished in the name of persons other than the customer unless a court, district justice
8. Nonpayment of a delinquent account which accrued within the two most recent billing periods and which amounts to a total arrearage of less than \$20 unless the arrearage represents the balance of a broken payment agreement.
9. Evidence that full payment of all delinquent accounts has been made.
10. Certification in accordance with §§ 64.101 – 64.103 (relating to general provision; postponement of suspension pending receipt of certificate; and medical certification).

## E. Disconnection on Holidays or Weekends

Unless a dangerous condition exists or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the Company are not available to the public for the purpose of making collections and reconnecting services.

## F. Abandonment of Service

The Company may not abandon a customer or a certified service area without written notice to its customers therein and all similar neighboring companies and without approval from the Commission.

## Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

## 3.6 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

## 3.6.2 Termination of Service by the Customer

Service may be terminated at any time upon at least Five (5) days oral or written notice from the customer to the Company. Upon such termination, the customer shall be responsible for the payment of all charges due. This includes all charges due for the period of service that has been rendered plus any unexpired portion of a minimum service period and applicable Termination Charges.

## 3.7 ALLOWANCES FOR SERVICE INTERRUPTIONS

In compliance with 52 Pa. Code §63.24.

When main telephone service is interrupted for a period of at least 24 hours, the Company, after due notice by the Customer, shall apply the following schedule of allowances with the exceptions noted in paragraph a.2.:

## A.

1. 1/30 of the tariff monthly rate of all services and facilities furnished by the Company rendered inoperative by the Company to the extent of being useless for each of the first three (3) full twenty-four (24) hour periods during which the interruption continues after notice by the Customer of the Company's condition that the out-of-service extends beyond a minimum period of 24 hours.
2. 2/30 of each full twenty-four (24) hour period beyond the first three (3) twenty-four (24) hour periods. However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company rendered inoperative to the extent of being useless.

- B. When service is interrupted for a period of at least twenty-four (24) hours due to such factors as storms, fires, floods or other condition beyond the control of the Company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the Company rendered inoperative to the extent of being useless shall apply for each full twenty-four (24) hours during which the interruption continues after notice by the Customer to the Company.

## Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

## 3.8 TOLL PRESUBSCRIPTION

- 3.8.1 Presubscription is a procedure whereby a customer designates to the Telephone Company the IntraLATA and InterLATA Toll Providers, i.e., Interexchange Carriers (IXCs) which the customer wishes to be the carriers of choice for toll calls. Such calls are automatically directed to the designated carrier(s) without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. Toll presubscription does not prevent a customer, who has presubscribed to a toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative toll carrier on a per call basis.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred IXC, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

An IXC must use Feature Group D (FGD) Switched Access Service to qualify as a presubscription toll provider unless prior arrangements have been made with or by the Telephone Company. IXCs must submit an Access Service Request (ASR) to the Telephone Company.

Selection of toll presubscription provider by an end user is subject to the terms and conditions following.

- 3.8.2 At the option of the IXCs, the nonrecurring charge for a change in toll presubscription, as provided herein, may be billed to the IXCs, instead of the end user. This may involve charges resulting from end-user initial free choice Preferred Interexchange Carrier (PIC), as specified in 3.8.3.A following.

## 3.8.3 Presubscription Charge Application

## A. End user choices for toll presubscription:

- Designating an intraLATA and interLATA IXC(s) as primary carrier(s) thereby requiring no access code to access those IXCs' service. End users are not required to choose the same IXC for intraLATA and interLATA toll presubscription. Other nonpresubscribed IXCs are accessed by dialing 10XXX, 101XXXX, or other required codes.

## Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

## 3.8 TOLL PRESUBSCRIPTION (Cont'd)

## 3.8.3 Presubscription Charge Application (Cont'd)

- Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all IXC's.

- B. If a new customer cannot decide upon presubscription IXC's, the Telephone Company may extend a 30-day period following completion of the initial service request to make a choice without charge. In the interim, the customer will be assigned as a 'No-PIC' and must dial an access code to make toll calls.
- C. If an IXC elects to discontinue Feature Group, the IXC is obligated to contact, in writing, all end users who have selected the canceling IXC as their preferred toll provider. The IXC must inform the end users that it is canceling its Feature Group D Service, request that the end user select a new IXC, and state that the canceling IXC will pay the PIC change charge as provided herein. The IXC must provide written notification to the Telephone Company that this activity has taken place.

Following the IXC's discontinuance of service, the Telephone Company will bill the canceling IXC the change charge for each end user that is currently designated to the IXC at the time of discontinuance.

- D. An unauthorized PIC change is a change in the presubscribed IXC that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in toll presubscription occurs, the IXC making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided at the end of this section. In addition, the IXC will be assessed the applicable charge for returning the end user to the preferred IXC.

## Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

## 3.8 TOLL PRESUBSCRIPTION (Cont'd)

## 3.8.4 End User Charge Discrepancy

A. When a discrepancy is determined regarding an end user's designation of a presubscription IXC, the following applies depending upon the situation described:

- A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.
- When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date/time determines customer choice.
- If an end user denies requesting a change in toll presubscription as submitted by an IXC, and the IXC is unable to produce a letter of authorization, signed by the end user, the IXC will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The IXC will also be assessed the presubscription change charge as specified herein, which was previously billed to the end user.

## B. Verification of Orders for Telemarketing

Neither the IXC or the Telephone Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the F.C.C.'s current anti-slamming practices and procedures.

## 3.8.5 PIC Switchback Option-Business

PIC Switchback is an option under which no investigation activities are performed by the Telephone Company when an end user denies requesting a change in primary toll carrier submitted by the IXCs. The IXC participating in PIC Switchback will be billed the PIC Switchback Charge, and the presubscription change charge, as specified herein, to switch the end user to the end user's previous carrier.



Competitive Local Exchange Carrier

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.8 TOLL PRESUBSCRIPTION (Cont'd)

3.8.5 PIC Switchback Option-Business (Cont'd)

When the Telephone Company is contacted by an end user who denies requesting a change in primary toll carrier, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous IXC at no charge. If this service is made available by the Telephone Company, IXCs may subscribe to or cancel PIC Switchback Service on 30 days notice to the Telephone Company by submitting a written request. A letter of authorization from the IXC will not be requested or accepted at a later date in the event of dispute of the charges assessed under the PIC Switchback option.

This option in no way relieves an IXC of the F.C.C. requirements for verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or instituting steps to obtain verification of orders submitted to the Telephone Company.

In addition, the end user has the option of initiating a complaint to the F.C.C. or the Pennsylvania Public Utility Commission's Bureau of Consumer Services concerning unauthorized changes in toll presubscription.

3.8.6 Rates and Charges

Toll Presubscription charges are as follows:

PIC Change, Per Line	\$5.00
Unauthorized PIC Charge, Per Line	\$5.00
PIC Switchback Charge, Per Line	\$5.00

Competitive Local Exchange Carrier

SECTION 4 – SERVICE CHARGES

Service Charges are those charges associated with work performed by the Company in connection with the provision of service for a customer.

4.1 SERVICE ORDERING CHARGE

- 4.1.1 One Service Ordering Charge is applicable for work performed to comply with a customer's request for new connections, To and From orders, inside moves or changes in telephone service or restoral of service after disconnection.
- 4.1.2 The term "per order" means all work or service requested at the same time by the customer, and is performed or provided on the same premises.
- 4.1.3 One Service Ordering Charge is applicable for each special circuit between points on separate premises. Multiple channels between the same point, or multi-point channels, or extensions on mileage channels requested at the same time are included under the same Service Ordering Charge.
- 4.1.4 Unless otherwise specified, the appropriate Service Ordering Charge is applicable for a customer request for service and is in addition to any Non-Recurring Charge (NRC) which may apply.

4.2 LINE CONNECTION CHARGES

- 4.2.1 Line Connection Charges are applicable but not limited to connecting, restoring or changing the following services:
  - A. Main line services, including individual lines
  - B. PBX trunks, manual or dial
  - C. Channel services
  - D. Key system trunks

Competitive Local Exchange Carrier

SECTION 4 – SERVICE CHARGES

4.2 LINE CONNECTION CHARGES (Cont'd)

In addition to the services listed, line connection charges are applicable to other services as specified in this Tariff.

Note: One line connection charge applies for connecting each line between the appropriate cable terminals serving different premises in the same building.

4.2.2 A line connection charge is applicable per line for telephone number changes made at the customer's request.

4.2.3 Line Connection Charges apply each time service is established at a location except for the following:

A. When service is assumed prior to disconnection and no outstanding balance/charges are due, and,

B. When there is only a change in account name/responsibility.

4.3 PREMISES VISIT CHARGE

4.3.1 A Premises Visit Charge applies per account for each visit to a customer's premises to perform work requested by the customer.

4.3.2 However, when a Company employee is on the customer's premises for the purpose of repair, maintenance or changes in class or grade of service necessitating a premises visit, or where the visit is initiated by the Company, no Premises Visit Charges apply.

4.3.3 No Premises Visit Charge will apply for visits when the customer requests installation of a Network Interface Device.

4.3.4 Payment of Charges

If the total of all applicable service charges associated with a customer request exceeds \$25.00, the Company may allow the payment to be made in three (3) equal monthly payments; however, the Company shall have the discretion to allow payment of service charges over a longer time period if necessary to avoid undue hardship on a customer.

Competitive Local Exchange Carrier

SECTION 4 – SERVICE CHARGES

4.4 TERMINATION CHARGE

4.4.1 A termination charge is determined by applying to the basic termination charge the percentage of the unexpired portion of the initial service period relative to the full initial service period. The basic termination charge and the initial service period are indicated in the section of this Tariff covering the service items to which they apply.

4.4.2 When a subscriber cancels an order for service carrying a basic termination charge prior to the establishment of that service, a termination charge applies equal to the cost incurred by the Company in engineering, ordering and providing the equipment and disposing of it, less credits obtained through disposal; the termination charge in this event will not exceed the basic termination charge.

4.5 SERVICE CHARGES DO NOT APPLY TO:

- Service reestablished after destruction of the customer's premises by Act of God or a public enemy, whether at the same or another location. Regular Service Charges apply to service reestablished in the old location after disconnection of service or after its establishment at another location under the above conditions.
- Inside moves or changes required for the proper maintenance of service.
- Inside moves or changes made at the initiation of the Company for service reasons.
- Changes from rotary dial to touch calling service and touch calling service to rotary dial.
- The establishment and discontinuance of custom calling service.

4.6 RESTORAL OF SERVICES

In the event service is suspended for non-payment, service will be restored upon payment of charges due or at the discretion of the Company. Service Ordering Charges and Line Connection Charges apply.

*When at the request of a customer, service is temporarily suspended, a Service Ordering Charge and Line Connection Charge will apply for the restoral of that service.*

## Competitive Local Exchange Carrier

SECTION 4 – SERVICE CHARGES

## 4.7 NETWORK INTERFACE DEVICES

4.7.1 All new wiring connected to the Company network for single or two-line customers must be connected through a company provided network interface device (NID). This device must readily permit the connection and disconnection of Customer Premises Wiring (CPW) for testing purposes, to and from the Company network using an industry registered jack, of a type provided for in FCC Regulations Part 68.

4.7.2 The Network Interface Device (NID) permits access to the Company's network. All wiring on the customer's premises that is connected to the Company's network shall connect to the network through the Company-provided NID. Any necessary maintenance, repair or upgrade work to the NID shall be the responsibility of only the Company. The Company will make the decision whether to place the NID inside or outside the customer premises. In the event the customer requests that the NID be placed in a location other than the location selected by the Company, any additional cost to the Company will be charged to the customer. Additionally, the customer shall be responsible for premises wiring, which is not provided by the Company, that is connected to the NID.

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 as shown in the Section 13, following. In the event there is no NID and/or the Company is unable to test for a dial tone, then no maintenance charge will be assessed.

4.7.3 Terminal equipment on the Customer's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

## Competitive Local Exchange Carrier

SECTION 5 – LOCAL CALLING AREAS

## 5.1 LOCAL CALLING AREA\*

The Company initiates and provides local exchange service within the service territories of Verizon Pennsylvania, Inc., Verizon North Incorporated and United Telephone Company of Pennsylvania d/b/a CenturyLink in the exchanges set forth below and shall be identified by the exchanges within the local calling areas of the incumbent local exchange provider unless otherwise tariffed herein.

Verizon Pennsylvania, Inc. Exchanges

<u>Exchange</u>	<u>Exchanges in Local Calling Area</u>
Altoona	Altoona, Bellwood, Cresson, Hollidaysburg, Tyrone
Greensburg	Delmont, Greensburg, Herminie, Jeannette, Kecksburg, Latrobe, New Alexandria, Youngwood
Uniontown	Brownsville, Connellsville, Fairchance, Farmington, Masontown, McClellandtown, New Salem, Point Marion, Republic, Smithfield, Smock, Uniontown
Washington	Avella, Buffalo, Canonsburg, Claysville, Hickory, McMurray, Taylorstown, Washington, West Alexander

Verizon North Incorporated Exchanges

Johnstown	Beaverdale, Davidsville, Nanty Glo, Seward, South Fork, Windber
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United Telephone Company of Pennsylvania d/b/a CenturyLink Exchanges

Butler	Chicora, Connoquenessing, Meridian, Nixon, Prospect, West Sunbury
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\* The local calling areas will be updated as NTELOS of West Virginia Inc. d/b/a NTELOS prepares to enter new areas. These updates will be sent to the Pennsylvania Public Utility Commission for approval.

Competitive Local Exchange Carrier

SECTION 6 – LOCAL EXCHANGE SERVICE

6.1 NETWORK SWITCHED SERVICES

6.1.1 General

Network Switched Service provides a customer with a connection to the Company's switching network which enables the customer to:

- A. place or receive calls to any local calling station in the local calling area, as defined herein;
- B. access enhanced 911 Emergency Service where available;
- C. access the interexchange carrier selected by the Customer for interLATA and intraLATA, interstate or international calling;
- D. access Operator Service;
- E. access Directory Assistance
- F. place or receive calls to 800 telephone numbers
- G. access telecommunication relay service

Connection charges as described in Section 13, following, apply to all service on a one-time basis unless waived pursuant to this Tariff.

Competitive Local Exchange Carrier

SECTION 6 – NETWORK SWITCHED SERVICES

6.1 NETWORK SWITCHED SERVICES (Cont'd)

6.1.2 Rates and Charges

Rates and charges for Local Exchange Network Switched Service are contained in Section 13, following.



## Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

## 7.1 SERVICE AND PROMOTIONAL TRIALS

## 7.1.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer. Promotional service offerings must not extend longer than 6 months in any rolling 12-month period.

## 7.1.2 Regulations

- A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- B. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. Customers will be required to respond affirmatively at any time the promotional service is being offered if they wish to continue the service beyond the promotional period.
- C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. Customers will be required to respond affirmatively at any time the promotional service is being offered if they wish to continue the service beyond the promotional period.
- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial.

Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

7.1 SERVICE AND PROMOTIONAL TRIALS (Cont'd)

7.1.2 Regulations (Cont'd)

- F. Promotional offerings will be filed with the Commission in accordance with rules and regulations established by the Commission.

7.2 DIRECTORY ASSISTANCE SERVICE

7.2.1 General

The Company furnishes Directory Assistance Service whereby customers may request assistance in determining telephone numbers.

7.2.2 Regulations

- A. The rates as set forth in Section 13, following, apply when customers request Company assistance in determining telephone numbers of customers who are located in the same local service area or who are not located in the same local service area but who are located within the LATA.
- B. Charges for Directory Assistance are not applicable to calls to the Directory Assistance Service attendant from telephones where the customer, or a member of the customer's business has been affirmed in writing as unable to use a Telephone Company provided directory because of a visual or physical handicap.

Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

7.3 LOCAL OPERATOR SERVICES

Operator assisted local calls are calls placed within the customer's local service area through an operator.

Local message charges for calls placed through an operator will be charged the same as for local calls dialed direct by the customer.

Operator Assistance charges do not apply for the following calls:

- calls to listed official public emergency agencies
- calls to official Company numbers
- calls from persons experiencing dialing difficulty
- calls from persons who are visually and/or physically disabled

7.4 DIRECTORY LISTINGS

The rates and regulations for directory listings apply only in connection with primary and additional listings in the alphabetical section of the telephone directory and/or listings in the information directory.

The alphabetical list of names of customers is designed solely for the purpose of identifying customers and those entitled to use the customer's service as an aid to the use of the telephone system and special prominence or arrangement of names is not contemplated.

The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the customer is not impaired thereby.

Listings must conform to the Company's specifications with respect to its directories.

One listing without charge and additional listings are regularly provided only in connection with the following classes of service: business private branch exchange service and hotel service. When two or more lines are arranged in sequence, only the first or primary line will be listed.

## Competitive Local Exchange Carrier

## SECTION 7 – SUPPLEMENTAL SERVICES

## 7.4 DIRECTORY LISTINGS (Cont'd)

## 7.4.1 Regular Additional Listings

In connection with business service, regular additional listings are available only in the names of those persons having the right to use the customer's service. In connection with hotel service, regular additional listings are available only to the customer-agent or his employees except that in connection with service at hotels and boarding houses, listings of permanent season guests may be arranged by the management.

## 7.4.2 Non-Published Service

Upon request, a customer may have his name omitted from the directory but included on information records (non-listed) or omitted from both the directory and information records (non-published). Such arrangements are discouraged because of their effect on incoming calls, but they will be accepted subject to the following rates and conditions:

- A. Non-published, non-listed service will be furnished at a monthly charge plus the applicable service charge for establishing the service.
- B. The applicable service charge will be made each time a non-listed, non-published, telephone number is changed to another number to be either non-listed or non-published.
- C. No charge will be made to change a non-listed or non-published number to a listed number.
- D. Calls to subscribers with non-published numbers will be initiated by the Company only when the number is given by the calling party. The Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number.

## Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

- E. When non-published service is provided, the Company will not disclose the subscriber's telephone number to any person except as follows:
1. When presented a court order by duly authorized representatives of law enforcement agencies.
  2. To the Company's own employees who are required to know the number in the conduct of its business.
- F. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be disclosed inadvertently.
- G. The following customers and/or service will not be subject to the monthly charge and non-recurring charge.
1. Business subscribers who have their primary telephone number published in the Company's directories and have other telephone numbers, associated with the same business, deleted from the Company's directories.
  2. Foreign Exchange Service where the subscriber is also furnished exchange service from the normal central office.

## 7.4.3 Customized Number Service

## A. General

Subscribers of the Company may request assignment of specific telephone numbers. If the telephone number or numbers requested by the subscriber are available, the Company may assign the number or numbers to the subscriber.

The Company reserves and retains the right:

1. To discontinue, change or reassign telephone numbers in any exchange area wherever it is necessary or appropriate in the conduct of business, or in accordance with the rules and procedures of the Company.
2. To reject or refuse any request for specific telephone numbers for any reason including, but not limited to, numbers that may, in the Company's opinion, be offensive.
3. Of ownership of all telephone numbers and prohibits the assignment of the use of a telephone number by or from any subscriber to another, except as otherwise provided in this tariff.

Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

The Company shall not be liable to any subscriber for direct, indirect or consequential damages caused by a failure of service, change of number or assignment of a requested number to another subscriber whether prior or after establishment of service. In any case the Company shall not be liable to any subscriber for an amount greater than the subscriber has paid to the Company for the Customized Number Service.

B. Application of Charges

The Customized Number Service Charge applies whenever a subscriber:

1. Requests a telephone number other than the next available number from the assignment control list.
2. Requests a number change from the present number to a customized telephone number.

Subscribers who request telephone numbers they formerly used for business service will not incur the Customized Number Service Charge if the telephone number requested is available for assignment and is listed in the present local directory under the same name as the new application.

7.5 CUSTOM CALLING FEATURES

Custom Calling Services consist of optional service features for use in connection with a customer's local exchange service.

7.5.1 Regulations

Custom Calling Services may be associated with business individual line service.

Custom Calling Services require special facilities and will be provided only where such facilities are available.

The Company reserves the right to offer a promotional period of up to 30 days for a customer to assess the effectiveness of a Custom Calling Service feature requested by the customer. If during the promotional period the customer requests the feature or features be disconnected, neither the applicable monthly rate nor any other applicable charges will apply. If the customer retains any of the features beyond the 30-day promotional period, the monthly rates for the feature or features retained will apply from the end date of the promotional period.

## Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

## 7.5 CUSTOM CALLING FEATURES (Cont'd)

## 7.5.2 Feature Descriptions

The following Custom Calling Services are available at rates shown in Section 13, following.

## A. Call Forwarding

Call Forwarding is an arrangement whereby incoming calls may be transferred to another telephone number by dialing a prefix code and the telephone number of the service to which calls are to be transferred. Calls forwarded by this feature are subject to local (where applicable) and long distance message charges. This service contemplates that normal transmission performance quality cannot be guaranteed to all calls.

## B. Call Waiting

Call Waiting is an arrangement whereby a customer who is using an exchange line arranged for call waiting is alerted, by means of a tone signal, when another caller is trying to reach that line. The customer, by flashing the switchhook, is able to have alternate conversation between parties.

## C. Extension Intercom

Extension Intercom is an arrangement whereby a customer may make another telephone on his line ring.

## D. Enhanced Call Forwarding

Call Forwarding – Busy enables the Company to forward a call to a *predetermined directory number (DN)*, which activates when the called party's line is busy. If the customer requests a change in the DN to which the call is forwarded, a service order change charge will apply.

Call Forwarding – Don't Answer enables the Company to assign this option to a line or hunt group by programming a predetermined DN, which activates when a call is unanswered. The Company on an office-wide basis establishes the number of ringing cycles before the call is transferred. If the customer requests a change in the DN to which the call is forwarded, a service order change charge will apply.

## Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

## 7.5 CUSTOM CALLING FEATURES (Cont'd)

Call Forwarding – Busy and Don't Answer This service is a discounted billing arrangement that allows customers to select both Call Forwarding-Busy and Call Forwarding-Don't Answer into one package.

## E. Speed Calling

Speed Calling is an arrangement that provides for the calling of a local or long distance telephone number by dialing an abbreviated code. Two arrangements are available, either an eight-code capacity or a thirty-code capacity, but not both on the same line.

## F. Three-Way Calling

Three-Way Calling permits an existing call to be held and a second call to be established and added to the connection for conferencing. This service contemplates that normal transmission performance quality cannot be guaranteed to all calls.

## G. Three-Way Call Transfer

Three-Way Calling permits an existing call to be held and a second call to be established and added to the connection for conferencing. This service contemplates that normal transmission performance quality cannot be guaranteed to all calls.

## H. Toll Denial

This service blocks access to the Long Distance Message Telecommunications Network, either by direct or operator assistance. This prevents the customer from dialing an operator for all purposes including emergencies, assistance and the placing of toll calls. The customer indemnifies and saves harmless the Telephone Company from any and all claims, losses or damages by restriction of access to operator services.



## Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

## 7.5 CUSTOM CALLING FEATURES (Cont'd)

## I. Cancel Call Waiting

Cancel Call Waiting is a feature which allows the customer with Call Waiting to inhibit the operation of Call Waiting for one call. When the customer dials the cancel code, a distinctive dial tone is returned and a call is then placed normally. During this call, Call Waiting Service is inactive so that anyone calling the Call Waiting customer will receive the normal busy treatment, and no Call Waiting tones will interrupt the customer's call.

## J. Call Hold

Call Hold allows a station user to put any call in progress on hold by flashing the hookswitch and then dialing a hold code. This frees the line to originate another call. Only one call per station may be held at a time. The held call cannot be added to the other call. Dialing the hold code a second time can retrieve the original connection. If the station user hangs up with a party on hold, the user is automatically rung back and reconnected when answered.

## K. Automatic Call Back

The customer subscribing to this service can, after reaching a busy station, hook flash and dial the activation code. When the busy station goes on-hook and the calling station is on-hook, the calling station receives a distinctive ringing pattern. When answered, a call will automatically be completed to the previously busy station.

Automatic Call Back is available on a flat rate or usage sensitive basis. Under the usage sensitive offering, the customer will incur an activation charge regardless of whether the customer chooses to advance or abandon the call. Upon the customer's request, blocking of this feature is available at no charge.

## L. Enhanced (Distinctive) Ringing

This allows distinctive ringing to be applied to individual lines in addition to normal ringing by assigning two directory numbers to the same line. A distinctive ring for each number allows the customer to determine which number is being called.

## M. Toll Control

This service provides individual line and multi line hunt customers with the capability to control placement of chargeable calls on the basis of the calling line identity and the caller themselves by the "authorized" user dialing a preselected access code.

## Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

## 7.5 CUSTOM CALLING FEATURES (Cont'd)

## N. Rotary Line Break

This service is available to customers with multiple incoming lines or trunks. It provides a customer the ability to decrease the total number of trunks available for incoming calls. Feature activation and deactivation is accomplished by dialing an access and an activation or deactivation code on a trunk member. When requesting service, the customer must specify the number of incoming calls to be allowed after feature activation.

## O. Caller ID

This service enables the customer to receive the calling party's directory number, if within a central office base unit, during the ringing cycle and to display the number on customer premises equipment.

## P. Call Trace (Customer Originated Trace)

At the request of the customer, for up to 60 days, the Company will activate the call trace feature. This service allows the subscriber receiving an obscene, harassing or threatening call the ability to request an automatic trace of the last call received. The call trace record is recorded on a printer located on the Telephone Company premises. The Telephone Company will provide this information to the appropriate law enforcement agency upon receipt of a valid court summons. This service is billed to the customer per call traced.

## Q. Selective Call Acceptance

This service allows the subscriber to accept calls only from a pre-defined list of up to twelve directory numbers. Callers with directory numbers not found in the screening list will receive a message that the called number is not accepting calls at this time. Call Acceptance can be turned on and off by the subscriber.

## R. Selective Call Rejection

This service allows the subscriber to reject calls from a pre-defined list of up to twelve directory numbers. Callers with directory numbers found in the screening list will receive a message that the called number is not accepting calls at this time. Call Block can be turned on and off by the subscriber.

## Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

## 7.5 CUSTOM CALLING FEATURES (Cont'd)

## S. Selective Call Forward

This service allows the subscriber to only forward calls from a pre-defined list of up to twelve directory numbers. Callers with directory numbers not found in the screening list will receive standard ringing or busy indication. Selective Call Forwarding can be turned on and off by the subscriber.

## T. Selective Call Waiting

This service allows the subscriber to provide call waiting indication only from a pre-defined list of up to twelve directory numbers. Callers with directory numbers not found in the screening list will receive busy indication if the line is busy. Selective Call Waiting can be turned on and off by the subscriber.

## U. Return Call

This service allows a subscriber to automatically recall the last incoming directory number to their line. This feature is accomplished without knowing the directory number of the last calling party.

Return Call is available on a flat rate or usage sensitive basis. Under the usage sensitive offering, the customer will incur an activation charge regardless of whether the customer chooses to advance or abandon the call. Upon the customer's request, blocking of this feature is available at no charge.

## V. Priority Call (Distinctive Ringing/Call Waiting)

This service allows the subscriber to provide a distinctive ringing indication (or distinctive call waiting indication, if applicable) when calls are received from a pre-defined list of up to twelve directory numbers. Priority Call can be turned on and off by the subscriber.

## W. Custom Calling Volume Discounts

Volume discounts apply for customers subscribing to two or more custom calling services listed in this Section 3.9 with certain exceptions. Excluded from this volume discount plan are Toll Denial, Rotary Line Break, and Call Trace. The specific volume discounts applicable for two or more services will be provided to the customer as a monthly credit. Monthly credits available under the plan are detailed in Section 13, following.

Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

7.5 CUSTOM CALLING FEATURES (Cont'd)

X. Message Waiting

For subscribers utilizing a compatible Voice Message Service, this feature provides a message indication at the subscriber's station that messages are waiting. The message-waiting indicator will be provided in the form of stutter dial tone or as a visual indication dependent upon the type of customer premises equipment used.

Y. Caller ID Blocking

A calling party may block the passage of his/her telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to Optional Central Office Services which utilize Signaling System 7 (SS7) technology. Blocking will also prevent call completion through the use of Return Call (\*69) Service. Customers have two blocking options as follows:

Per-Call Blocking - To activate per-call blocking, a customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per-call blocking, and it is provided on an unlimited basis. Per-call blocking is available to all customers in the Company's serving territory, or

Per-Line Blocking - Per-Line Blocking must be added to a customer's line by contacting the Telephone Company's business office and having a service order issued. All calls are automatically blocked when a customer subscribes to Per-Line Blocking unless the blocking feature is deactivated. If a customer subscribes to Per-Line Blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only. As facilities permit, a Per-Line Blocking customer will be provided with a separate code to deactivate blocking, which is different from the per call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate Per-Line Blocking will be the same. Per-Line Blocking is available to all customers in the Company's serving territory. Per-Line Blocking is provided without charge, except as discussed below.

## Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

## 7.5 CUSTOM CALLING FEATURES (Cont'd)

## Y. Caller ID Blocking (Cont'd)

Per-Line Blocking will be available to all customers, free of charge, in the Company's serving area and can only be added or removed from a customer's line by placing a service order with the Company. Initial requests for Per-Line Blocking will be provided at no charge. Subsequent requests for Per-Line Blocking for the same customer and telephone number at the same address may be charged the applicable non-recurring charge(s). This non-recurring charge will be waived for customers of the Company who are victims of domestic violence, the staffs of domestic violence programs and agencies, and emergency services personnel, while performing their jobs.

Customers who use either per-call blocking or line blocking may be unable to complete calls to Caller ID subscribers who have activated the Anonymous Call Rejection feature (ACR) of Caller ID services. If a customer using blocking calls a Caller ID subscriber who has activated Anonymous Call Rejection, he/she will hear an announcement that the Caller ID subscriber is not accepting blocked calls. There are several ways to complete a call to a Caller ID subscriber who has activated Anonymous Call Rejection: (1) place the call through an operator; (2) place the call on the Company's network using a Company's telephone calling card; or (3) place the call without blocking. Options (1) and (2) involve charges in addition to the cost of the call. However, the live operator surcharge will be waived for the Company's customers who are victims of domestic violence, the staffs of domestic violence program agencies and emergency service personnel, while in the performance of their jobs. If the operator surcharge cannot be waived when the call is being placed, the Company will, upon notification, credit the live operator surcharge to the aforementioned party's telephone bill. Furthermore, should alternative methods become available in the future which permit the aforementioned to access the ACR party without revealing the caller's telephone number, the Company will waive any additional charges associated with such alternative methods. Blocked calls routed to the Anonymous Call Rejection (ACR) announcement will not be rated as completed calls.

Caller ID blocking will not prevent the delivery of telephone numbers to 911 emergency service providers. Caller ID blocking currently will not work for callers who place calls to 8xx, 900, and/or other information and message services carrying a specific charge billed to a caller by a local telephone company.

## Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

## 7.5 CUSTOM CALLING FEATURES (Cont'd)

## Z. Anonymous Call Rejection

Anonymous Call Rejection is an arrangement, available to Caller ID customers and non-Caller ID customers, that allows a called party to reject calls from parties that have activated the per call blocking feature to prevent the display of their telephone numbers to Caller ID subscribers. When Anonymous Call Rejection is activated, such calls will be routed to an announcement which tells the calling party that the called party will not accept calls from callers who have chosen to prevent the display of their telephone numbers. The calling party will be instructed to hang up and place the call again, without activating the per call blocking feature. Customers may activate or deactivate this arrangement by dialing an activation code.

## A.A. Call Waiting with Distinctive Tone and Distinctive Ring

*This feature allows Call Waiting customers to determine if an incoming call is long distance by providing either a distinctive tone when the customer is on a call or by providing a distinctive ring when the phone is on the hook. The feature is also offered to non-Call Waiting customers who wish to have a distinctive ring inform them an incoming call is long distance.*

## B.B. Enhanced Caller ID

Enhanced Caller ID is an arrangement which permits a customer with Local Exchange Service (other than Foreign Exchange service) to receive the calling telephone number and the main listed name associated with the calling telephone number for calls placed to the customer. The calling telephone number and name will be forwarded from the terminating central office to compatible customer-provided display equipment associated with a customer's Local Exchange Service. If the calling telephone number and name is not available for forwarding to the called party, a message indicating that unavailability will be forwarded. The calling party can prevent the Enhanced Caller ID customer from seeing the calling telephone number and name display by activating Per Call Blocking.

## Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

## 7.5 CUSTOM CALLING FEATURES (Cont'd)

## B.B. Enhanced Caller ID (Cont'd)

There is no charge for using Per Call Blocking. When the calling party uses this blocking capability, the Enhanced Caller ID customer will receive an indication on the Caller ID equipment that the display of the calling telephone number and name has been suppressed. Enhanced Caller ID customers may redirect incoming calls with Per Call Blocking to an announcement by activating the Anonymous Call Rejection arrangement. Where facilities permit and when requested by a subscriber to Call Waiting, the calling name and number will display when Call Waiting is activated, provided the customer has the proper version of Caller ID display equipment.

## C.C. Call Forwarding – Remote

Call Forwarding – Remote allows customers to activate or deactivate Call Forwarding from a telephone other than the one to which the service is assigned. Customers dial a special number to access the Call Forwarding – Remote service, then listen to instructions before dialing the telephone number that has Call Forwarding – Remote. The customer then dials a Call Forwarding code followed by the new forward-to telephone number. There is no need to travel back to the home or office to change the forward-to number.

## D.D. Call Block

Call Block is an arrangement which prevents future calls from up to twelve pre-specified telephone numbers. Callers from the pre-specified telephone numbers will receive an announcement that the called party is not accepting calls. For calls from a line within a multi-line hunt group, the call will be blocked only when the main telephone number is included as one of the twelve pre-specified telephone numbers.

## E.E. Special Business Package

The Special Business Package is a discounted billing arrangement offered to business customers which includes the following specified features: Call Forwarding Busy, Call Forwarding No Answer, Call Forwarding Variable, Three-Way Calling, and Call Transfer.

## Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

## 7.6 REMOTE CALL FORWARDING

Remote Call Forwarding (RCF) is a network service that uses a telephone number and electronic central office facilities to forward automatically all calls dialed to the RCF telephone number to the customer's telephone number in another exchange (Terminating Telephone Number). This offering is equivalent to automated Enterprise Service.

Remote Call Forwarding is offered subject to the availability of suitable facilities.

A Remote Call Forwarding arrangement includes the equipment necessary to forward one telephone call to a terminating telephone number.

Remote Call Forwarding may be associated with PBX Service and with individual line service.

Remote Call Forwarding is provided on condition that the customer subscribe to sufficient Remote Call Forwarding arrangements and terminating telephone numbers in order to handle calls adequately without interfering or impairing any services offered by the Company. If, in the opinion of the Company, additional Remote Call Forwarding arrangements or terminating telephone numbers are required, the customer will be responsible for subscribing to these additional arrangements or numbers. In the event the customer refuses to subscribe to these additional arrangements or numbers, the customer's Remote Call Forwarding service shall be subject to termination.

Where additional terminating telephone numbers are requested by the customer or required by the Company for association with the same RCF number, the additional numbers must be of the same class and grade of service and on the same premises as the first terminating telephone number.

Remote Call Forwarding is not represented as satisfactory for data transmission.

Call Forwarding service is not offered for use with a Remote Call Forwarding terminating station.

The Company will not provide identification of the originating telephone number to the Remote Call Forwarding customer.

The classification of business service for Remote Call Forwarding arrangements is determined by the class of service of the terminating telephone number.

Charges for calls from originating stations to a RCF telephone number are the responsibility of the originating station, unless the calls are accepted as collect at the terminating telephone number. Charges as shown in Section 13, following, for the forwarding of calls from the RCF number to the terminating telephone number, are the responsibility of the Remote Call Forwarding customer.



Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

7.6 REMOTE CALL FORWARDING (Cont'd)

For any collect calls placed to the RCF number, charges as shown in Section 13 for calls forwarded to the terminating telephone number, apply regardless of whether or not these calls are accepted as collect at the terminating telephone number.

7.7 CALL SCREENING SERVICES

Outgoing Call Screening – is an optional arrangement where outgoing calls which are routed to a Company operator will be processed only on a bill to third number, collect call or calling card basis as instructed by the calling party. This service is offered only where facilities are available and is limited to those areas served by central offices arranged for this service.

Incoming Call Screening – is an optional arrangement where incoming third number and/or collect calls to a number are restricted and cannot be billed. Incoming Call Screening is available through the Line Information Data Base (LIDB) and does not restrict calls from all areas of the United States. The incoming call must be placed through an operator with access to LIDB in order for screening to take place.

Incoming Call Screening charges do not apply when the service is initiated by the Company as a means of fraud control.

Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

7.8 DIRECT INWARD DIALING (DID) SERVICE

DID service permits incoming dialed calls from the exchange network to reach a specific PBX station line without the attendant's assistance.

The service is provided subject to the availability of facilities, telephone numbers and compatibility of PBX facilities.

Provision of this service includes central office switching equipment necessary for in-dialing from the exchange and long distance network directly to PBX station lines associated with switching equipment located on the customer's premises.

The service must be provided on all lines in a trunk group arranged for inward service.

The minimum contract period for the service is one year. In case of discontinuance or reduction of service within the minimum contract period, a termination charge equal to the DID trunk equipment rate for each full month of service unexpired shall be applied.

The rates shown consider the use of standard company equipment and serving arrangements and are in addition to rates and charges for other services with which it is furnished.

Operational characteristics of interface signals between the Company-provided connecting arrangements and the customer-provided switching equipment must conform to the rules and regulations the Company considers necessary to maintain proper standards of service.

Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

7.8 DIRECT INWARD DIALING (DID) SERVICE (Cont'd)

The Company shall not be responsible to the customer or authorized user or joint user if changes in any of the facilities, operations or procedures of the Company render the facilities provided by a customer, authorized user or joint user obsolete or require modification or alteration of the equipment or system or otherwise affect its use or performance.

Directory listings will be provided in accordance with the regulations of Section 6 of this Tariff for PBX service. DID numbers furnished are not entitled to free directory listings.

Customer provided switching systems must provide for the intercepting of assigned but unused telephone numbers in a manner consistent with Company standards.

The Company will not modify its equipment from the original manufacturer's specifications in order for it to be compatible with customer provided equipment.

Customers are prohibited from sharing DID service since it is provided on a per customer basis only.

Temporary suspension of service does not apply to DID service.

7.9 DIRECT INWARD-OUTWARD DIALING (DIOD) SERVICE

Direct Inward-Outward Dialing (DIOD) Service provides the subscriber with a two-way trunk allowing direct inward and outward dialing on the same trunk. DIOD Service does not require separate trunks for outward dialing.

DIOD Service is furnished subject to the availability of facilities, telephone numbers and the compatibility of PBX facilities.

Station billing detail, where outward calling is recorded on a per number basis, is not provided with DIOD trunks. DIOD Service provides outward call billing on a per trunk basis.

DIOD rates are the equivalent of the PBX Trunk rate in the exchange in which the service is provided.

To establish DIOD Service, a DID Trunk Equipment Charge, as shown in Section 13, following, will apply.

## Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

## 7.10 EMERGENCY 911 SERVICES

## 7.10.1 Glossary of Terms

Host Telephone Company: The service provider, which is also the telecommunications public utility that provides 9-1-1 service to the county/municipality, and that houses the Automatic Location Identification (ALI)/MSAG data used for providing 9-1-1 service.

MSAG Content: The data elements of the MSAG (Master Street Address Guide) including (but not necessarily limited to) the data elements that are entered into the following fields A-I of a standard MSAG record:

- A. Tax area record
- B. Locality
- C. Street
- D. Thoroughfare
- E. Directional [where required]
- F. Even (E), odd (O), or all (A) [applied to house numbers]
- G. Low-high range of house numbers
- H. PSAP (Public Safety Answering Point)
- I. LAT/LONG (Latitude/Longitude) [where required]

MSAG Formatting, Format: Shall include changes to the identity of fields, order of fields, and number and arrangement of data elements in each field, and a telephone company's rearrangement or regrouping of such data, without changing the MSAG content, for purposes of validating against MSAG records.

Telephone Company: A telecommunications public utility regulated by the Pennsylvania Public Utility Commission and which has or requests access to the county/municipality 9-1-1 system or connection to the serving selective router, including, but not limited to, local exchange carriers and competitive local exchange carriers. This term is synonymous with 'service provider'.

Telephone Company system: Reference to a service provider's own facilities-based network or, if operating as a nonfacilities-based competitive local exchange carrier, the facilities contracted by the Telephone Company for provision of service.

## Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

## 7.10 EMERGENCY 911 SERVICES (Cont'd)

## 7.10.2 General

The Service Access Code 9-1-1 allows the customer to reach the appropriate emergency services including police, fire and medical services. Enhanced 9-1-1 has the ability to selectively route an emergency call to the primary 9-1-1 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary 9-1-1 provider for display at the Public Answering Point (PSAP).

Pursuant to the Public Safety Emergency Telephone Act (Act 78 of 1990), as amended, the Telephone Company collects a fee from its customers on behalf of the counties in its operating area to support the 9-1-1 system. Counties of the first through second class may impose a monthly contribution rate in an amount not to exceed \$1 per line on each local exchange access line. Counties of the third through fifth class may impose a monthly contribution rate in an amount not to exceed \$1.25 per line on each local exchange access line. Counties of the sixth through the eighth class may impose a monthly contribution rate not to exceed \$1.50 per line on each local exchange access line. The contribution rate may be used by counties for the expenses of implementing, expanding or upgrading a 911 system.

Parties dialing 9-1-1 waive the privacy afforded by non-listed and non-published service to the extent that the telephone number, names, and address associated with the originating station location are furnished to the Public Safety Answering Point.

## 7.10.3 Regulations

- A. The Telephone Company, whether supplying service through its own facilities or the use of an underlying carrier, will comply with the Protocols as set forth in, and in the form of Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order Relating to the Provision of Master Street Address Guides; Docket No. P-0097 1203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998 MSAG Order.
- B. The Telephone Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.
- C. The Telephone Company's liability and insurance provisions are fully stated in its tariff's General Regulations.

## Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

## 7.10 EMERGENCY 911 SERVICES (Cont'd)

## 7.10.3 Regulations (Cont'd)

- D. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.
- E. The Telephone Company will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.
- F. The Host Telephone Company will install the county's/municipality's MSAG in 'read/write' format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.
- G. The Telephone Company shall not otherwise modify the content of the MSAG, but may make formatting changes approved by the county/municipality necessary to enable the MSAG to conform to the telephone company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate customer information for input to the AII database.
- H. The Telephone Company will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.

Competitive Local Exchange Carrier

SECTION 7 – SUPPLEMENTAL SERVICES

7.10 EMERGENCY 911 SERVICES (Cont'd)

7.10.3 Regulations (Cont'd)

- I. The Telephone Company will not, without the written consent of the county/municipality, modify or create any derivative of the county's/municipality's MSAG, except as follows: one (1) mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the host telephone company, but shall be made solely in read-only format by all other telephone companies), and the telephone company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.

7.11 RESERVED TELEPHONE NUMBER SERVICES

Reserved Telephone Number Service provides a customer with the option of having a telephone number or group of telephone numbers reserved for their assured future use. Reserved Telephone Number Service can be used either to withhold a telephone number associated with a disconnected Local Exchange Service from possible reassignment to another Local Exchange Service, or to reserve telephone numbers from the pool of currently available telephone numbers.

7.11.1 Regulations

Reserved Telephone Number Service is offered only in connection with exchange service.

Reservations of telephone numbers are initiated in response to customer requests and are terminated at the customer's request or at such time the service with which the telephone number is associated is established.

*The provision of a reserved number is based on current availability of the particular number requested.*

Competitive Local Exchange Carrier

SECTION 8 – SPECIAL ARRANGEMENTS

8.1 SPECIAL CONSTRUCTION

8.1.1 Basis for Charges

Basis for Charges where the Company furnishes 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 (including return) and may include:

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of a, b, and c.

8.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.



## Competitive Local Exchange Carrier

SECTION 8 – SPECIAL ARRANGEMENTS (Cont'd)

## 8.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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.

## 8.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in Section 13. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. Each ICB contract offered pursuant to this paragraph will be filed with the Commission as an addendum to this Tariff and will be subject to Commission approval.

Competitive Local Exchange Carrier

SECTION 9 – PRIMARY RATE INTERFACE

9.1 PRIMARY RATE INTERFACE (PRI)

Primary Rate Interface Service is an Integrated Services Digital Network (ISDN) based, DS1 access link to the telecommunications network and provides integration of multiple voice and data transmission channels on the same line. The basic channel structure of Primary Rate Interface is twenty-three 64 Kbps B Channels and one 64 Kbps D Channel. PRI Service is a service for the transmission of digital signals only. PRI Service is provided from central offices where appropriate ISDN facilities are available as determined by the Company.

9.1.1 Regulations

Customer Premises Equipment (CPE) that is compatible with PRI Service is the responsibility of the customer.

The Company shall not be responsible if changes in any of the equipment, operations or procedures of the Company utilized in the provisioning of PRI Service render any facilities provided by the customer obsolete or require modification or alteration of such *equipment or system or otherwise affect its use or performance.*

Competitive Local Exchange Carrier

SECTION 9 – PRIMARY RATE INTERFACE

9.1 PRIMARY RATE INTERFACE (PRI) (Cont'd)

9.1.1 Regulations (Cont'd)

Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the user.

The minimum service period for Primary Rate Access Service is one month.

This service is available only from offices which have the necessary facilities to provide ISDN on the standard network platform.

Voice service is limited to customers served by offices which have the necessary facilities to provide PRI on the standard network platform.

This service is available only where the customer's service location is within the provisioning limitations as determined prior to installation of the service. Should the customer's service location exceed said limitations, service will be provided where the Company has electrically compatible facilities available, or where existing facilities can be made electrically compatible when regenerated or extension service is provisioned

9.1.2 Definitions

B Channel – A bidirectional synchronous channel capable of supporting 64 Kbps of digital transmission.

D Channel – A 64 Kbps digital signaling only channel for call establishment when used with Primary Rate Access.

64 Kbps Clear Channel Capacity (CCC) – A B Channel connection that provides end-to-end digital connection in which all 64 Kbps of bandwidth are available for customer use.

## Competitive Local Exchange Carrier

SECTION 9 – PRIMARY RATE INTERFACE

## 9.1 PRIMARY RATE INTERFACE (PRI) (Cont'd)

## 9.1.3 Application of Rates

PRI Service Primary Rate Access Lines furnished between a serving central office and the customer designated premises will be charged at rates per each Primary Rate Access Line.

PRI Primary Rate Access Line rates, including interoffice channels if applicable, apply in addition to Primary Rate Interface charges.

## 9.1.4 Service Components

The customer may choose any number of channels up to twenty-three per Primary Rate Access (facility) to be active with a corresponding number of services (i.e., inward/outward trunks, WATS lines, 800/888 Service ) selected. The customer may also choose to have more services selected than channels available for specific applications. The total number of communication paths may not exceed the number of channels subscribed.

The components for PRI Service will be as follows:

- Primary Rate Access Line
  - Primary Interface
  - Primary Rate Channels
  - Incoming Call Identification
- A. Primary Rate Access Line – will provide a four-wire access loop from the customer premises to the serving central office. The transmission of this loop support Clear Channel Capability.
- B. Primary Rate Interface – provides the multiplexing to supports up to twenty-three (23) B channels at 64 Kbps and one (1) D channel for signaling also at 64 Kbps.
- C. Primary Rate Channels – will provide a flat rated channel that will allow either voice or data transmission up to 64 Kbps.

Competitive Local Exchange Carrier

SECTION 9 – PRIMARY RATE INTERFACE

9.1 PRIMARY RATE INTERFACE (PRI) (Cont'd)

9.1.4 Service Components (Cont'd)

- (a) Voice calls may be completed to both ISDN and non-ISDN lines.
- (b) Data Transmission on the B Channel will be circuit switched at 64 Kbps within the switch and between ISDN compatible central offices.
- (c) The customer may choose to subscribe to additional non-exchange based services. Initial choices for these services will be WATS and 800 series Service. The subscription to these services is in addition to the charges for ISDN-PRI Service.
- d. Incoming Call Identification – This optional feature provides the customer with the telephone number or name and number of the calling party. Incoming call identification is provided via the D Channel associated with incoming calls on a B Channel(s) to a PBX. Caller ID Blocking is available.
- e. D Channel Backup – This optional feature provides a backup for the primary D Channel under those circumstances where two or more Primary Rate Access Lines share a single D Channel. A predetermined channel on another connection would automatically take over call control signaling for Circuit Switched Voice and Data calls.

## Competitive Local Exchange Carrier

SECTION 10 – DIGITAL CHANNEL SERVICES

## 10.1 GENERAL

Digital Channel Service provides an intraexchange digital common line connection between the end user's premises and the local serving wire center. The digital transmission rate available is either DS1 (1.544 Mbps) or DS3 (44.736 Mbps).

Digital Channel Service will be used by the customer to aggregate the customer's telecommunication services onto a digital local loop. The services that can be combined include private line and switched services, intraexchange, intraLATA and interLATA services. A representative list of services, which can use Digital Channel Service facility, includes:

- A. Exchange Dial Tone Service, e.g. exchange lines/trunks.
- B. Analog Transmission Services, e.g. foreign exchange service, Private Line, Off-premise extensions, Tie Lines, Intrastate WATS.
- C. Digital Data Services (2.4, 4.8, 9.6, 56 or 64 Kbps)
- D. DS1 (1.544 Mbps) Services
- E. DS3 (44.736 Mbps) Services

Digital Channel Service is comprised of the following rate elements:

## Digital Channel Capacity

## Service Activation

- A. The Digital Channel Capacity and Service Activation will be at the rates and charges as specified in Section 13, following.
- B. Digital Channel Service customers will order capacity in quantities of DS1 or DS3 facilities, (increments of 24 channels for a DS1 facility or increments of 28 channels for a DS3 facility).

## 10.2 DIGITAL ARCHITECTURE

Digital Channel Service provides only the common line link between the End User and the local serving wire center. End-to-end private line and exchange services will utilize this digital link to the customer's premises, rather than the analog loop, which might otherwise be provided. This architecture is intended to promote more efficient connectivity of analog and digital networks in the future.

## Competitive Local Exchange Carrier

SECTION 10 – DIGITAL CHANNEL SERVICES

## 10.2 DIGITAL ARCHITECTURE (Cont'd)

The time required to provision service is known as the service date interval. The service date interval for Digital Channel Service and related network services connected to Digital Channel Service will differ from the normal guidelines applicable to end-to-end services.

Digital Channel Service will be available on a digital basis at the network interface on a customer's premises. Traditional analog services, like off-premises extensions and PBX trunks, can be provided on a digital basis to a customer's premises by the Company when a customer desires them encoded in a DS1 bit stream. Under those conditions, the Company will provide them on DS0 channels. Both Company and customer have joint responsibilities to ensure the proper transmission of the provided services. Normal analog channel network interface specifications will be superseded by the electrical specifications of the 1.544 Mbps (DS1) or 44.736 Mbps (DS3) channel which is actually terminated. Each digital channel provided will have an identity only as a "time slot" within a DS1 or DS3 loop. Compatible digital to analog conversion equipment must be provided by the customer to derive the desired channelized services. Any Channel Service Units (CSUs) necessary for digital services are the responsibility of the customer.

## 10.3 DEFINITIONS

Digital Channel Capacity. A multifunctional DS1 or DS3 signal between the customer premises and the central office. This digital link can be used to transport switched and dedicated, multijurisdictional services. This element acts as the transport medium for the service activations ordered by the customer. Digital Channel Capacity is available in quantities of DS1 or DS3 facilities.

Service Activation. A service activation is the connection between the Digital Channel Service facility and the network service accessed.

Channel Service Unit. The term CSU denotes network channel terminating equipment provided by the customer to terminate digital facilities on the customer's premises.

DS0. The term DS0 denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It is generally referred to as having a 64 Kbps transmission bit rate signal; however, customer transmission rates may be limited to 56 Kbps by existing or available central office equipment.

## Competitive Local Exchange Carrier

SECTION 10 – DIGITAL CHANNEL SERVICES

## 10.3 DEFINITIONS (Cont'd)

Digital Channel Capacity. A multifunctional DS1 or DS3 signal between the customer premises and the central office. This digital link can be used to transport switched and dedicated, multijurisdictional services. This element acts as the transport medium for the service activations ordered by the customer. Digital Channel Capacity is available in quantities of DS1 or DS3 facilities.

Service Activation. A service activation is the connection between the Digital Channel Service facility and the network service accessed.

Channel Service Unit. The term CSU denotes network channel terminating equipment provided by the customer to terminate digital facilities on the customer's premises.

DS0. The term DS0 denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It is generally referred to as having a 64 Kbps transmission bit rate signal; however, customer transmission rates may be limited to 56 Kbps by existing or available central office equipment.

DS1. The term DS1 denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps transmission bit rate and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format. Unframed signal formats are not permitted or compatible with company equipment. The required format and interface specifications are available from CFW. DS1 facilities are normally provided on copper transmission medium.

DS3. The term DS3 denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 44.736 Mbps transmission bit rate and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format. The required format and interface specifications are available from CFW. DS3 facilities are normally provided on fiber optic transmission medium.



*Competitive Local Exchange Carrier*SECTION 10 – DIGITAL CHANNEL SERVICES

## 10.4 REGULATIONS

Digital Channel Service is furnished subject to availability and type of digital equipment located in a central office building owned, or leased by the Company. Service inquiries will be necessary to determine availability.

Construction Charges as specified in Section 8 of this Tariff may be applicable.

The 1.544 Special Transport mileage as specified in Section 11, following, will apply when a customer's request for Digital Channel Service is provisioned in a central office other than the customer's local service wire center.

The customer may activate any number or combination of digital channels within the limitations as set forth in this section, following. Digital channels may be activated coincident with or at any time subsequent to the initial installation of Digital Channel Service.

All Digital Channel Service Capacity/facilities must be terminated at a single equipment location on a customer's premises. Digital Channel Service Capacity cannot be split between premises, or multiple locations within premises.

When individual digital channels are activated to provide the local loop link for services offered in other sections of this Tariff, the regulations, rates and charges specified in this Tariff will apply.

The total number of digital channels activated by the customer may not, at any time, exceed the Digital Channel Capacity. Additionally, there are some types of service which require two DS0 channels to be combined. This restructuring of the channels within the DS1 or DS3 signal will reduce the normal quantity of channels available. The Company will notify the customer when the Digital Channel Capacity is altered by the types of services activated.

Central Office Channelization (component of Digital Channel Capacity) generally provides analog to digital conversion, to permit individual exchange services and multi-jurisdictional dedicated services to be combined and transported over digital high capacity facilities. This channelization is also intended for use at Company locations where different high capacity network links terminate in the same Central Office, and must be converted to individual analog or digital channels before the service links can be cross-connected.

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## Competitive Local Exchange Carrier

SECTION 10 – DIGITAL CHANNEL SERVICES

## 10.4 REGULATIONS (Cont'd)

Channelization on a customer's premises will be provided by the customer. Joint provisioning of channelized services introduces joint responsibilities between customer and the Company as specified following:

## A. Responsibilities of the Company:

1. The Company will endeavor to activate its portion of joint service in a timely manner on the negotiated date to support installation requirements.
2. The Company will provide the customer with information regarding the type and the manufacturer of Central Office (C.O.) channelization equipment to be used in each application.
3. The Company will attempt to limit its selection of Central Office equipment to avoid operational and administrative difficulties associated with a multi-vendor central office environment.
4. The Company reserves the right to change its equipment vendors should equipment availability, price or technological advantages make such a change attractive or necessary.
5. The Company will notify the customer, generally a minimum of six months in advance, of any need to change its central office equipment to allow the customer sufficient time to respond, make any necessary changes, and schedule cooperative testing for cutover, if required.
6. Digital synchronization timing for Digital Channel Service will be provided by the Company.

## B. Responsibilities of the Customer:

1. The customer must be prepared to activate his portion of joint service in a timely manner on the negotiated date, providing testing equipment and personnel to support installation requirements, as may be necessary.
2. The customer will be responsible for selecting his own equipment. Customer equipment must be compatible with the Company provided channelization at the Central Office.

## Competitive Local Exchange Carrier

SECTION 10 – DIGITAL CHANNEL SERVICES

## 10.4 REGULATIONS (Cont'd)

## C. Trouble resolutions

1. The Company will assist the customer in resolving any installation or day-to-day channel service problems. However, the Company does not assure responsibility for the compatibility or suitability of the customer's equipment. Dispatches to customer premises caused by customer equipment troubles will result in Maintenance of Service Charge as set forth in Section 13, following, to the customer.

Channelized DS1 service is available only with D4 channel bank equipment or compatible, equivalent equipment.

Emerging technology, such as low bit rate voice multiplexing techniques, may permit additional quantities of individual channels to be channelized on a single DS1 signal. Equipment providing this capability does not generally assure compatibility between different manufacturers. Some equipment may not be suitable for data transmission or tandem network line applications. Rates, charges, and availability of this equipment will be negotiated with the customer under a Special Service Arrangement.

When a customer's Digital Channel Service is interrupted due to any cause other than the negligence or willful act of the customer or the failure of the facilities provided by the customer, a prorata adjustment of the monthly charges involved will be allowed automatically for the service and facilities rendered useless and inoperative by reason of the interruption during the time said interruption continues in excess of 24 hours from the time it is reported to or detected by the Company except as otherwise specified in this Tariff. The adjustment shall not be applicable for the time that the Company stands ready to repair the service and the customer does not provide access to the Company for such restoration work.

## Competitive Local Exchange Carrier

SECTION 11 – PRIVATE LINE TELEPHONE SERVICE AND CHANNELS

## 11.1 General

Private line telephone service is that of providing the requisite facilities, to enable the customer to communicate between specified locations for twenty-four hours per day, seven days a week. All facilities for this service are furnished by the Company.

Channels are furnished between specified locations for use with telegraph, buzzer, burglar alarm, clock, fire alarm, messenger services and other such similar service with telegraph characteristics, in connection with which the customer provides the terminal equipment. Such channels may, upon approval of the Company, be used to supplement channels owned and maintained by the customer, where the channel owned by the customer is located on his property or right-of-way as in the case of a railroad or where the customer has, under proper State of Municipal franchise, the right to maintain and use such channels for the desired purpose.

The service and channels provided under this section are not furnished for the commercial transmission of communications between exchanges.

The rates herein are applicable when facilities are available and when standard transmission can be provided without the use of special equipment.

This tariff applies to channel services furnished or made available by the Company or furnished jointly with other local exchange companies between two or more points within Maryland. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this tariff.

## 11.2 Definitions

**CHANNEL** – A Channel is a path between two or more points furnished by means of any type facility over any route the Company may elect to use.

**CHANNEL FIXED CHARGE** – Is a rate element that recovers the cost for end office equipment associated with terminating the interexchange facility in the serving wire center.

**CHANNEL MILEAGE FACILITY** – Is a rate element that recovers the per mile cost for the transmission path which extends between the Company serving wire centers.

**CHANNEL TERMINATION** – Is a rate element that recovers the costs associated with the communications path between a customer-designated premises and the serving wire center of that premises.

Competitive Local Exchange Carrier

SECTION 11 – PRIVATE LINE TELEPHONE SERVICE AND CHANNELS

11.3 Channel Types

The Company offers the following Interexchange channel types:

Voice Grade – a channel for the transmission of analog signals within an approximate bandwidth of 300 to 3000 Hz. A Voice Grade channel will generally support analog data requirements.

Digital Data – a channel for the digital transmission of synchronous serial data at rates of 2.4, 4.8, 9.6, 19.2, 56.0 or 64.0 Kbps.

High Capacity – a channel for the transmission of isochronous serial digital data at rates of 1.544 or 44.736 Mbps.

## Competitive Local Exchange Carrier

SECTION 12 – 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 the other communication services that may be included in a bundle with regulated local services are: toll services, voice mail, and internet. Where other communication services not regulated under this local exchange service tariff are listed in the bundles they will be marked with an asterisk “\*”.

Non-regulated services may be included in bundled services. Non-regulated items are:

- Not regulated by the Commission
- Priced separately outside of this tariff
- Are included in this tariff only for informational purposes as part of the terms and conditions for the package.

## 12.1 INTEGRATED ACCESS

## 12.1.1 General

Integrated Access is an optional business service package which combines voice grade line, long distance\*, voicemail\*, and broadband internet\* access over a High Capacity Service or Fiber.

## 12.1.2 Regulations

- A. Integrated Access consists of the following offerings:
- Integrated voice grade line with unlimited usage within the NTELOS’ local calling areas.
  - All custom calling features except call trace.
  - NTELOS’ Long Distance Service for interstate and intrastate intralata calls\*
  - Voicemail\*
  - Unlimited symmetrical Internet access starting at 256K with upgrades in 256K increments\*
  - NTELOS’ hosted email (up to 50 email addresses)\*
- B. Integrated Access is available only to customers with minimum monthly revenue of \$495.95.

\*Not regulated under this tariff

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Competitive Local Exchange Carrier

SECTION 12 – BUNDLED SERVICES

12.1.2 Regulations (Cont'd)

- C. Integrated Access is not available with other discount plans.
- D. Integrated Access is available only to customers who subscribe to NTELOS as their carrier for local service and interstate and intralata long distance for all lines.
- E. Integrated Access lines must have the same NTELOS' Long Distance Plan on each line.\*
- F. Long distance calls included in Integrated Access will be direct dialed. Additional charges will apply to collect, third party, directory assistance, international, or calls to Alaska or Hawaii.\*
- G. Detailed toll billing is not provided on unlimited Long Distance plans or on calls made within the NTELOS' local calling areas.
- H. Integrated Access includes use of NTELOS' Integrated Access Device (IAD) which remains the property of NTELOS and functions as the Network Interface Device (NID).
- I. Integrated Access requires a contract of one year or longer.
- J. The Setup Charge is waived with a three-year contract.
- K. E911 location information for Integrated Access customers is provided to the appropriate 911 database using the physical location of the Integrated Access Device (IAD). The Company provisions 911 service for Integrated Access customers as set forth in Section 7.10 of this Tariff.

\* Not regulated under this Tariff

## Competitive Local Exchange Carrier

SECTION 12 – BUNDLED SERVICES

## 12.2 INTEGRATED CENTREX

## 12.2.1 General

- A. Integrated Centrex is an optional local business exchange telecommunications service available on pre-qualified NTELOS Broadband Connections\*. The telephone company reserves the right to deny service if pre-qualification fails. Integrated Centrex is not offered in association with pay telephone service.
- B. Integrated Centrex Service is a service arrangement which consists of host central office interface equipment and software located on company premises. This service provides local exchange access and feature packages as set forth in section 12.2.2 following.
- C. Mobile E911 is an optional service and is only available to customers that agree to take full responsibility of updating their current physical address through a web portal via a third-party routing vendor. Customers must sign a contract agreeing to these terms and agree to pay a mobile routing fee.

\* Not regulated under this Tariff

## 12.2.2 Feature Packages

Integrated Centrex Service offers feature packages shown below at rates and charges set forth in Section 13, following.

Features provided via Integrated Centrex Service from host central office equipment and software include:

## A. Office:

Anonymous Call Rejection	Authentication
Basic Call Logs	Call Forwarding Always
Call Forwarding Busy	Call Forwarding No Answer
Call Return	Call Transfer
Call Waiting	Calling Line ID Delivery Blocking
Calling Line ID (Internal/External)	Customer Originated Trace
Last Number Redial	Outlook Integration
Speed Dial 8	Three-Way Call
Voice Messaging	

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Competitive Local Exchange Carrier

SECTION 12 – BUNDLED SERVICES

12.2 INTEGRATED CENTREX (Cont'd)

12.2.2 Feature Packages (Cont'd)

B. Executive:

- |                                   |                                     |
|-----------------------------------|-------------------------------------|
| Alternate Numbers                 | Anonymous Call Rejection            |
| Authentication                    | Barge-In Exempt                     |
| Basic Call Logs                   | Call Forwarding Always              |
| Call Forwarding Busy              | Call Forwarding No Answer           |
| Call Forwarding Selective         | Call Return                         |
| Call Transfer                     | Call Waiting                        |
| Calling Line ID Delivery Blocking | Calling Line ID (Internal/External) |
| Customer Originated Trace         | Do not disturb                      |
| Last Number Redial                | Multiple Call Arrangement           |
| Outlook Integration               | Priority Alert                      |
| Push to Talk                      | Remote Office                       |
| Selective Call Rejection          | Shared Call Appearance              |
| Speed Dial 100                    | Three-Way Call                      |
| Voice Messaging                   |                                     |

C. Assistant:

- |                                     |                                   |
|-------------------------------------|-----------------------------------|
| Alternate Numbers                   | Anonymous Call Rejection          |
| Authentication                      | Basic Call Logs                   |
| Call Forwarding Always              | Call Forwarding Busy              |
| Call Forwarding No Answer           | Call Forwarding Selective         |
| Call Return                         | Call Transfer                     |
| Call Waiting                        | Calling Line ID Delivery Blocking |
| Calling Line ID (Internal/External) | Customer Originated Trace         |
| Directed Call Pickup w/Barge-in     | Last Number Redial                |
| Multiple Call Arrangement           | Outlook Integration               |
| Priority Alert                      | Push to Talk                      |
| Selective Call Rejection            | Shared Call Appearance            |
| Speed Dial 100                      | Three-Way Call                    |
| Voice Messaging                     |                                   |

D. Lobby:

- |                                   |                                     |
|-----------------------------------|-------------------------------------|
| Authentication                    | Call Return                         |
| Call Transfer                     | Call Waiting                        |
| Calling Line ID Delivery Blocking | Calling Line ID (Internal/External) |
| Last Number Redial                | Three-Way Call                      |

Competitive Local Exchange Carrier

SECTION 12 – BUNDLED SERVICES

12.2 INTEGRATED CENTREX (Cont'd)

12.2.2 Feature Packages (Cont'd)

E. Receptionist:

Alternate Numbers	Anonymous Call Rejection
Automatic Hold/Retrieve	Basic Call Logs
Call Forwarding Always	Call Forwarding Busy
Call Forwarding No Answer	Call Forwarding Selective
Call Return	Call Transfer
Call Waiting	Calling Line ID Delivery Blocking
Calling Line ID (Internal/External)	Customer Originated Trace
Directed Call Pickup w/Barge-in	Last Number Redial
Outlook Integration	Priority Alert
Push to Talk	Selective Call Rejection
Speed Dial 100	Three-Way Call
Voice Messaging	

If Hardware Based:

Busy Lamp Field

Definitions of the features are kept on file in the Company Business Office.

F. Features

1. Assistant Enterprise (Toolbar): A software application that allows Integrated Centrex customers to control their key features through an integrated toolbar interface within Outlook, Internet Explorer, or Firefox.
2. Communicator (Softphone): A software application that allows Integrated Centrex customers to communicate with a software based IP phone using a standard Windows-based PC.

12.2.3 Liability of the Telephone Company

The Telephone Company makes no guarantee and assumes no liability for the accuracy, performance or non-performance of the Integrated Centrex Service.

## Competitive Local Exchange Carrier

SECTION 12 – BUNDLED SERVICES

## 12.2 INTEGRATED CENTREX (Cont'd)

## 12.2.4 Conditions

- A. Integrated Centrex Service is a bundled service that requires NTELOS Broadband service\* and NTELOS Long Distance\*.
- B. The Company will furnish one alphabetical and one classified directory listing on a per Integrated Centrex Service summary account, without charge. Additional directory listings are offered subject to the provisions set forth in Section 7.4, preceding.
- C. The rates and charges shown for Integrated Centrex Service apply to establishment of Integrated Centrex Service only. Other services as provided for in the Tariffs of the Company may be furnished in connection with this service at rates and charges specified for such services.
- D. Integrated Centrex Service is offered on a contractual basis commencing on the date the service is established. The rates per Integrated Centrex Line, Feature package, and Line/Trunk charges as set forth in Section 13, following, apply each month from the time the System is placed in service until the Integrated Centrex Service is discontinued.
- E. Customer-provided equipment for Integrated Centrex Service shall be selected from the NTELOS Network Authorized List.
- F. Integrated Centrex Service line rates shown herein do not include provisions for stations or inside wire maintenance or any Customer Local Area Network maintenance.
- G. This Tariff contemplates the use of central office equipment selected by the Company when special central office equipment or features are provided at the request of the customer, special assembly rates and charges may be applied in addition to those shown herein.
- H. This Tariff (including the rates and charges shown herein) for Integrated Centrex Service is subject to such changes or modifications as the appropriate regulatory authority may from time to time direct or allow in the exercise of its jurisdiction.

\* Not regulated under this Tariff

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Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

13.1 SERVICE CHARGES

13.1.1 Service Ordering Charges

	<u>Business</u>	<u>USOC</u>
Install or "To and From," Order Charge	\$20.00	5SOI
Change of Record, Order Charge	\$10.00	5SOC
Line Connection Charge	\$20.00	5LC
Premises Visit Charge	\$10.00	5PV

## Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

## 13.2 LOCAL EXCHANGE SERVICE

## 13.2.1 Business Monthly Local Exchange Service Rates

BUSINESS			Termination Charge**	
	Rate	USOC	Per Line	USOC
Single Line Unlimited Usage Flat Rate Service				
No Term/Monthly	\$49.50	5CBUL	NA	NA
1 Year Term	\$40.50	5B1YT	\$9.00	51YET
3 Year Term	\$38.50	5B3YT	\$11.00	53YET
5 Year Term	\$36.50	5B5YT	\$13.00	55YET
PBX 2-Way DID/DOD Trunk Unlimited	\$59.50	5CPBX	NA	NA

\*\* This is a one-time charge applied to any line terminated prior to the end of the term. The fee is calculated by multiplying the number of months the customer has been in service by the applicable fee by the number of lines.

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Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

13.3 SUPPLEMENTAL SERVICES

13.3.1 Directory Assistance Service Rates

Customer Dialed, per call* .....	\$1.25
Operator Dialed, per call* .....	\$2.00

13.3.2 Local Operator Service Rates

Rates - the following charges are in addition to any charges for local messages as specified in this Tariff. Rates apply in addition to toll charges.

	<u>Charge, per call</u>
Operator Dialed Calling Card	\$0.60
Operator Completed	\$0.75
Billed to Third Number	\$0.75
Collect	\$0.75
Person to Person	\$1.50

Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

13.3 SUPPLEMENTAL SERVICES (Cont'd)

13.3.3 Directory Listings

A. Regular additional listings are provided at the following:

		<u>Monthly Rate</u>	
		<u>Business</u>	<u>USOC</u>
1.	Normal Listing	\$0.89	5DIRL
2.	Foreign Listing	\$1.50	5DIRF

B. Non-Listed and Non Published:

		<u>Monthly Rate</u>	<u>USOC</u>
1.	Non-Listed Service	\$1.49	5DIRN
2.	Non-Published Service	\$2.38	5DIRP

C. Customized Service Number Charges

The following charge applies for Customized Number Service in addition to the appropriate Service Charge as described in this section preceding and to all other rates and charges applicable to the associated telephone service.

		<u>Nonrecurring Charge</u>	<u>USOC</u>
		<u>Business</u>	
1.	Each Customized Telephone Number Requested and placed in service	\$40.00	5DIRC

## Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES13.3.4 Custom Calling Features  
Monthly Rates, per line:

Features	Business Rate	USOC
Call Forwarding	\$2.00	5CF
Call Waiting	\$2.25	5CW
Extension Intercom	\$1.75	5EI
Enhanced Call Forwarding		
a. Busy	\$1.85	5CFB
b. Don't Answer	\$1.85	5CFDA
c. Busy and Don't Answer	\$2.00	5CFBN
Speed Calling		
a. Eight Codes	\$2.00	5SC8
b. Thirty Codes	\$2.85	5SC30
Three-Way Calling	\$3.25	53WC
Three-Way Call Transfer	\$1.75	53WCT
Toll Denial	\$2.00	5TD
Cancel Call Waiting	\$0.00	5CCW
Call Hold	\$1.75	5CH
Automatic Call Back, per month	\$1.75	5ACBM
Automatic Call Back, per activation	\$0.50	5ACBA
Enhanced (Distinctive) Ringing	\$1.75	5ER
Toll Control	\$2.25	5TCON
Rotary Line Break	\$7.50	5RLB
Caller ID	\$6.95	5CID
Call Trace (Customer Originated Trace)	\$3.00	5CTT
Selective Call Acceptance	\$3.25	5SCA
Selective Call Rejection	\$3.25	5SCR
Selective Call Forward	\$3.25	5SCF
Selective Call Waiting	\$3.25	5SCW
Return Call, per month	\$3.25	5RCM
Return Call Usage	\$0.75	5RCA
Priority Call (Distinctive Ringing/Call Waiting)	\$3.25	5PC
Custom Calling Volume Discounts		
a. Credit for Two Features	(\$0.25)	5CCD2
b. Credit for Three Features	(\$0.50)	5CCD3
c. Credit for Four Features	(\$0.75)	5CCD4
d. Credit for Five Features	(\$1.00)	5CCD5
e. Credit for Six Features	(\$1.25)	5CCD6
f. Credit for Seven Features	(\$1.50)	5CCD7
g. Credit for Eight Features	(\$1.75)	5CCD8
h. Credit for Nine or More Features	(\$2.00)	5CCD9

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## Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

## 13.3.4 Custom Calling Features (Cont'd)

Monthly Rates, per line: (cont'd)

<b>Features</b>	<b>Business Rate</b>	<b>USOC</b>
Message Waiting		
a. Stutter Dial Tone Per Line		
Business (1-39 Lines)	\$1.00	5ST39
Business (Over 39 Lines)	\$0.50	5ST40
b. Visual Indication Per Line		
Business (1-39 Lines)	\$1.00	5V139
Business (Over 39 Lines)	\$0.50	5V140
Per Call Blocking	\$0.00	5CBL
Anonymous Call Rejection		
a. Caller ID Customers	\$0.00	5ACRC
b. Non-Caller ID Customers	\$2.75	5ACRN
Call Waiting with Distinctive Tone and Distinctive Ring	\$1.00	5CWR5
Non-Call Waiting with Distinctive Ring	\$1.00	NCWR
Enhanced Caller ID	\$7.95	5CNAM
Call Forwarding – Remote	\$1.00*	5CFR
* Rate is in addition to Caller ID rate		
Call Block	\$3.25	5CBLK
Special Business Package, includes Call Forwarding Busy, Call Forwarding No Answer, Call Forwarding Variable, Three-Way Calling, Call Transfer	\$2.00	5SPKG
Per-Line Blocking, After initial request	\$2.00	5PLBK

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Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

13.3.5 Remote Call Forwarding Rates

	<u>Monthly</u>	<u>USOC</u>	<u>NRC</u>	<u>USOC</u>
Each arrangement associated with a Remote Call Forwarding Number	\$20.00*	5RCF	\$10.00	5RCFI

In addition, for each call forwarded to a terminating telephone number in the local service area of the exchange or zone in which the RCF telephone number is located, charges apply as shown elsewhere in this Tariff for Additional Business Message Units, as appropriate. For each call forwarded to a terminating telephone number not in the local service area of the exchange or zone in which the RCF telephone number is located, long distance charges apply.

13.3.6 Call Screening Services Rates and Charges  
Per Line Equipped Per Month

	Business	USOC
Outgoing Call Screening	\$2.00	5OCS
Incoming Call Screening - Third Number and Collect	\$0.00	
Incoming Call Screening – Third Number Only	\$0.00	
Incoming Call Screening – Collect Only	\$0.00	

13.3.7 Direct Inward Dialing (DID) Service Rates and Charges

	<u>Per Month</u>	<u>USOC</u>
Each DID Trunk Equipment**	\$10.00*	5DTE
Each 20 DID Telephone Numbers	\$10.00	5D20

\* In addition to the Basic Local Exchange Trunk Rate

\*\* The customer is required to subscribe to a sufficient number of trunks in the DID trunk group to maintain an incoming Trunk Completion rate of 99 percent.

Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

13.3.8 Reserved Telephone Number Service Rates

	<u>Monthly</u>	<u>USOC</u>
For each reserved telephone number	\$1.00	5TNRS

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Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

13.4 PRIMARY RATE INTERFACE (PRI)

All usual and applicable Service Connection Charges and Nonrecurring Charges as specified in the equivalents within PRI Service packages as well as for installation of the basic system.

13.4.1 PRI Primary Rate Access Line

	<u>Per Month</u>	<u>USOC</u>	<u>Installation Charge</u>	<u>USOC</u>
1-Year Contract	\$200.00	5PRIL	\$500.0	5PRMI
3-Year Contract	\$175.00	5PR13	\$ .0	
5-Year Contract	\$160.00	5PR15	\$ .0	

\*Must be installed at the same customer designated premises on the same trip and placed on the same order.

13.4.2 PRI Access Line Channel Mileage

- A. Channel Mileage is furnished when transmission facilities are required between serving central offices. Channel mileage monthly rates are per airline mile or fraction thereof.
- B. High Capacity mileage and fixed rates, refer to Private Line rates and charges, following.
- C. Services will be available in combinations of Primary Rate Channels according to the limits of the Company central office type. Customers will choose the most appropriate combination(s) and will be billed for the services as appropriate.

Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

13.4 Primary Rate Interface (PRI) (Cont'd)

13.4.3

A. Primary Rate Interface Arrangements, each

	<u>Monthly</u>	<u>USOC</u>	<u>NRC</u>	<u>USOC</u>
23B+D				
Month-to-Month Option	\$500.00	5P23M	\$500.00	5PRMI
3-Year Contract	\$450.00	5P233	\$ 0	
5-Year Contract	\$400.00	5P235	\$ 0	
24B				
Month-to-Month Option	\$500.00	5P24M	\$500.00	5PRMI
3-Year Contract	\$450.00	5P243	\$ 0	
5-Year Contract	\$400.00	5P245	\$ 0	

B. Primary Rate Channels (Voice or Data)

1. One-Way Channel, Each channel	\$2.00	5PIWC	\$0.00
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Note: Without the two-way channel adder charge, following PRI channels will be arranged for one-way (from Central Office) communication (voice or data); only the Caller ID feature will be available in conjunction with one-way PRI channels.

2. Two-Way Channel Adder Charge, Each channel	\$2.00	5P2WC
--	--------	-------

C. Incoming Call Identification  
(Name and Number)  
Primary Rate Interface, each

Month-to-Month Option	\$100.00	5PCIM
3-Year Contract	\$ 75.00	5PCI3
5-Year Contract	\$ 50.00	5PCI5

D. D Channel Backup** each channel	\$ 50.00	5PDCH
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\*\* Certain equipment restrictions apply

## Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

## 13.4 Primary Rate Interface (PRI) (Cont'd)

## 13.4.4 Move Charge

A move charge, per PRI Primary Rate Access Line, applies for each Primary Rate Access Line moved to a new location in the same building. This move charge is equal to the sum of the Primary Rate Access line nonrecurring charge, Service Change Charge – Inside Moves and Premises Visit Charge specified in F following.

## 13.4.5 Service Connection Charges

- A. Service Establishment Charges are applicable for each PRI Primary Rate access line ordered, for receiving and recording information and/or taking action in connection with a customer's request, and processing the necessary data. These charges include engineering design, common centralized testing, and coordination.
- B. Service Change Charges are applicable for receiving and recording information and/or taking action in connection with a customer's termination change at the same premises or transfer of service responsibility request, for processing the necessary data on an existing Primary Rate Access line. A Service Change Charge is applicable for each Primary Rate Access line associated with the customer request (in lieu of a Service Establishment Charge).
- C. Premises Visit Charges are applicable per Primary Rate Access Line, for the termination of a channel at a customer's premises or for termination change at the same premises. Only one Premises Visit Charge applies when more than one channel service of the same type is terminated or moved at the same premises at the same time.

Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

13.4 Primary Rate Interface (PRI) (Cont'd)

13.4.5 Service Connection Charges (Cont'd)

D. Charges for PRI Service

	<u>NRC</u>	<u>USOC</u>
1. Service Change Charge per Primary Rate Access Line		
(a) For termination change at the same premises, physical, each	\$300.00	5PRCL
(b) For termination change at the same premises, programming, each	\$65.00	5PRCP

13.4.6 Termination Liability Charges

If prior to the end of the commitment period, the customer disconnects for any reason or is disconnected for non-payment of service, the customer agrees to pay the early termination liability charges and applicable taxes which is determined by the difference between the month-to-month price and the applicable term price times the number of months in service. If the customer disconnects before one year, the waived installation fees equal to the month-to-month option should be recovered in full.

Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

13.5 DIGITAL CHANNEL SERVICES

13.5.1 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity, (i.e., installation of service or change to an existing service). The types of nonrecurring charges that apply for Digital Channel Services are those listed below.

13.5.2 Service Order Charges

A. Service Establishment Charge

This charge applies to the initial Digital Channel Capacity(s) ordered by a customer for receiving, recording and processing the request for service. This charge includes processing orders to establish initial Digital Channel and Service Activations.



## Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

## 13.5 DIGITAL CHANNEL SERVICES (Cont'd)

## 13.5.2 Service Order Charges (Cont'd)

## B. Service Change Charge

This charge is associated with a customer request for modifications to an existing Digital Channel Service. This would include activities such as, but not limited to:

- Change of associated channel assignment.
- Additions of supplemental features.
- Activate/Deactivate Service Activations.

## C. Installation of Digital Channel Service

These are nonrecurring charges associated with the work performed by the Company in connection with the physical installation activities involving central office and/or outside plant facilities. These charges apply at initial installation and for each service activation.

In addition to these charges, the appropriate Local Service Order Charges will apply.

## D. Service Order Charges

	<u>Nonrecurring Charge</u>
1. Service Establishment Charge, per Digital Channel Service	\$275.00 5DCSE
2. Service Change/Addition Charge Per Digital Channel Service Order	\$50.00 5DCSC

Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

13.5 DIGITAL CHANNEL SERVICES (Cont'd)

13.5.3 Digital Channel Capacity

The monthly and nonrecurring rates for Digital Channel Capacity without Activated Services are as follows:

	<u>Monthly Rate</u>	<u>USOC</u>	<u>Nonrecurring Charge</u>	<u>USOC</u>
DS1 Facility (24 DS0 Channels) 1 year commitment	\$200.00	5DC1	\$250.00	5DCIN
Each Additional DS1 Facility	\$200.00	5DC1	\$250.00	5DCIN
DS3 Facility (28 DS1 Channels) 1 - 3 DS3 Facilities	ICB		ICB	
4 or more DS3 Facilities	ICB		ICB	
DS1 Term Discounts				
	<u>Monthly</u>	<u>USOC</u>	<u>Nonrecurring Charge</u>	<u>USOC</u>
2 Year Commitment	\$187.00	5DC12	\$250.00	5DCIN
3 Year Commitment	\$175.00	5DC13	\$ 0	
5 Year Commitment	\$160.00	5DC15	\$ 0	

## Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

## 13.5 DIGITAL CHANNEL SERVICES (Cont'd)

## 13.5.4 Service Activations - Per Network Service

		<u>Monthly Rate</u>	<u>USOC</u>
A.	Exchange Line/Trunk:		
	No Term/Monthly	\$17.50	5DCLT
	3-Year Term	\$16.50	5DCL3
	5-Year Term	\$15.50	5DCL5
B.	Foreign Exchange	\$25.00	5DFX
C.	Off-Premises Extension	\$15.00	5DOPX
D.	Tie Line	\$25.00	5DTIE
E.	Private Line	\$25.00	5DPRL
F.	Switched Data	\$10.00	5DCSD
G.	Digital Data Service		
	1. 2.4 kbps	\$25.00	5DCDD
	2. 4.8 kbps	\$25.00	5DCDD
	3. 9.6 kbps	\$25.00	5DCDD
	4. 19.2 kbps	\$25.00	5DCDD
	5. 56 kbps	\$25.00	5DCDD
	6. 64 kbps	\$25.00	5DCDD
H.	DS1 Service		
	1.544 Mbps	\$90.00	5DCD1

## Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

## 13.6 PRIVATE LINE TELEPHONE SERVICE AND CHANNELS

## 13.6.1 Voice Grade Service

		<u>Monthly Rate</u>	<u>USOC</u>	<u>One-Time Charge</u>	<u>USOC</u>
A.	Channel Termination, per termination				
	Two-Wire	\$25.00	5VG2W	\$100.00	5VGIN
	Four-Wire	\$50.00	5VG4W	\$100.00	5VGIN
				<u>Monthly Rate</u>	<u>USOC</u>
B.	Channel Mileage Facility, per mile 5VCMF			\$ 2.00	
C.	Channel Mileage Fixed, per circuit 5VCMT			\$30.00	
D.	Optional Features and Functions				
	Voice Bridging, per port (2- or 4-wire)			\$ 7.50	5VVBR
	Data Bridging, per port (2- or 4-wire)			\$ 7.50	5VDBR
	Type C Conditioning			\$ 7.50	5VCON
	Improved Return Loss (2- or 4-wire)			\$15.00	5VIRL
	Signaling Capability, per termination			\$15.00	5VSIG
	Data Capability, per termination			\$ 7.50	5VDC

## 13.6.2 Digital Data Service (2.4 Kbps to 64 Kbps)

## Channel Termination, per termination

		<u>Monthly Rate</u>	<u>USOC</u>	<u>One-Time Charge</u>	<u>USOC</u>
A.	Month-to-Month	\$90.00	5DDMM	\$200.00	5DDIM
B.	One Year	\$80.00	5DD1	\$150.00	5DDIN
C.	Two Years	\$75.00	5DD2	\$150.00	5DDIN
D.	Three Years	\$70.00	5DD3	\$150.00	5DDIN
E.	Five Years	\$65.00	5DD5	\$150.00	5DDIN

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Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

13.6 PRIVATE LINE TELEPHONE SERVICE AND CHANNELS (Cont'd)

13.6.2 Digital Data Service (2.4 Kbps to 64 Kbps) (Cont'd)

	<u>Monthly Rate</u>	<u>USOC</u>
A. Channel Mileage Facility, per mile	\$ 3.00	5DCM
B. Channel Mileage Fixed, per circuit	\$55.00	5DCMF
C. Optional Features and Functions		
1. Bridging, per port	\$10.00	5DDBR

13.6.3 High Capacity Service – DS1 (1.544 Mbps)

A. Channel Termination, per termination				
	<u>Monthly Rate</u>	<u>USOC</u>	<u>One-Time Charge</u>	<u>USOC</u>
1. Month-to-Month	\$275.00	5DSMM	\$500.00	5DSIM
2. One Year	\$200.00	5DS11	\$250.00	5DSIN
3. Two Years	\$187.50	5DS12	\$250.00	5DSIN
4. Three Years	\$175.00	5DS13	\$ 0	
5. Five Years	\$160.00	5DS15	\$ 0	
B. Channel Mileage Facility, per mile				
1. One Year	\$15.00	5DSIM		
2. Three Years	\$12.00	5DSM3		
3. Five Years	\$10.00	5DSM5		
C. Channel Fixed Charge, per circuit				
1. One Year	\$75.00	5DSIF		
2. Three Years	\$60.00	5DSF3		
3. Five Years	\$50.00	5DSF5		
D. On-Net Channel Mileage Facility, per mile*				
1. Month-to-Month	\$ 6.00	5D1OM		
2. One Year	\$ 5.00	5D1O1		
3. Three Years	\$ 4.00	5D1O3		

\* Minimum Mileage Charge of \$150 per DS1

5D1MI

Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

13.6 PRIVATE LINE TELEPHONE SERVICE AND CHANNELS (Cont'd)

13.6.3 High Capacity Service – DS1 (1.544 Mbps) (Cont'd)

E. Optional Features and Functions:

	<u>Monthly Rate</u>	<u>USOC</u>
1. Cross Connect, per DS0 connection	\$ 2.50	5D0XC
2. Cross Connect, per DS1 connection	\$ 7.50	5D1XC
3. Multiplexing – DS1 to DS0	\$180.70	5MX10

13.6.4 High Capacity – DS3 (44.736 Mbps)

	<u>Monthly Rate</u>	<u>USOC</u>	<u>One-Time Charge</u>	<u>USOC</u>
A. Channel Termination, per termination				
1. One Year	\$2,500.00	5DS31	\$1,000.00	5DS3I
2. Two Years	\$2,000.00	5DS32	\$ 500.00	5DS3N
3. Three Years	\$1,750.00	5DS33	\$ 0	
4. Five Years	\$1,500.00	5DS35	\$ 0	
			<u>Monthly Rate</u>	<u>USOC</u>
B. Channel Mileage Facility, per mile		\$ 150.00		5DS3M
C. Channel Mileage Fixed, per circuit		\$ 500.00		5DS3F
D. On-Net Channel Mileage Facility, per mile *				
1. Month-to-Month		\$ 73.00		5D3OM
2. One Year		\$ 60.00		5D3O1
3. Three Years		\$ 48.00		5D3O3
4. Five Years		\$ 35.00		5D3O5

Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

13.6 PRIVATE LINE TELEPHONE SERVICE AND CHANNELS (Cont'd)

13.6.4 High Capacity – DS3 (44.736 Mbps) (Cont'd)

E. Optional Features and Functions:

	<u>Monthly Rate</u>	<u>USOC</u>
1. Cross Connect, per DS3 connection	\$150.00	5D3XC
Multiplexing, per Arrangement		
DS3 to DS1	\$474.00	5MUX
* Minimum Mileage Charge of \$1,500 per DS3		5D3MI

13.6.5 Termination Liability Charges

If prior to the end of the commitment period, the customer disconnects for any reason or is disconnected for non-payment of service, the customer agrees to pay the early termination liability charges and applicable taxes which are determined by the difference between the month-to-month price and the applicable term price times the number of months in service. If the customer disconnects before one year, the waived installation fees equal to the month-to-month option should be recovered in full.

## Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

## 13.7 BUNDLED SERVICE RATES

## 13.7.1 Integrated Access

Integrated Access consists of several options listed below that must meet a monthly revenue requirement of \$495.95. The options are listed below:

	<u>Monthly</u>	<u>NRC</u>
A. Integrated Voice Grade Line	\$30.00	
B. NTELOS Long Distance Options:*		
Interstate and Intrastate Intralata Unlimited, per line*	\$15.00	
Interstate and Intrastate Intralata Per minute, per line*	\$ 0.05	
C. Internet Options:*		
Dedicated Internet 256K*	\$219.95	
Dedicated Internet 512K*	\$319.95	
Dedicated Internet 768K*	\$369.95	
D. Setup Charge**		\$199.00

\*Not regulated under this Tariff

\*\*Includes both regulated and non-regulated service setup.



Competitive Local Exchange Carrier

SECTION 13 – RATES AND CHARGES

13.7 BUNDLED SERVICE RATES (Cont'd)

13.7.2 Integrated Centrex

The following rates and charges apply.

A. The rates and charges shown apply in addition to all other applicable rates and charges shown elsewhere in this Tariff.

B. The following line rates apply:

	<u>USOC</u>	<u>MONTHLY</u>
Line Charge	VO4CL	\$22.95

C. The following Feature Package Service Rates apply per line.

	<u>USOC</u>	<u>MONTHLY</u>
Office	VOXOF	\$2.00
Executive	VOXEX	\$5.00
Assistant	VOXAS	\$4.00
Lobby	VOXLB	\$1.00
Receptionist	VOXRE	\$40.00

The following Feature Service Rates apply per line.

	<u>USOC</u>	<u>MONTHLY</u>
Assistant Enterprise (Toolbar)	VOXTB	\$1.95
Communicator (Softphone)	VOXSP	\$5.95

D. NTELOS Long Distance Options:\*

	<u>USOC</u>	<u>MONTHLY</u>
Interstate and Intrastate Intralata Unlimited, per line*	VOLDU	\$15.00
Interstate and Intrastate Intralata Per minute, per line*	VOLD5	\$0.05

E. Appropriate Nonrecurring Service Charges set forth in this section preceding apply to installation of an Integrated Centrex Service System up to and including the Network Interface.

\*Not regulated under this Tariff

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Mary McDermott, Senior Vice President-Legal and Regulatory Affairs

NTELOS of West Virginia Inc. d/b/a NTELOS

1154 Shenandoah Village Drive

Waynesboro, VA 22980

NTELOS of West Virginia Inc. d/b/a NTELOS  
COMPETITIVE LOCAL EXCHANGE CARRIER  
SWITCHED ACCESS TARIFF  
Regulations and Schedule of Charges

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania Inc. Telephone Pa. P.U.C. Nos. 180A; Verizon North Inc. Telephone Pa. P.U.C. Nos. 1, 3, 5, and 6; and The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink Pa. P.U.C. No. 27.

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business:

NTELOS of West Virginia Inc. d/b/a NTELOS  
1154 Shenandoah Village Drive  
Waynesboro, VA 22980

Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof.

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APR 23 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Issued: April 26, 2010

Effective: April 27, 2010

Mary McDermott, Senior Vice President-Legal and Regulatory Affairs  
NTELOS of West Virginia Inc. d/b/a NTELOS  
1154 Shenandoah Village Drive  
Waynesboro, VA 22980

**SWITCHED ACCESS SERVICE**

**LIST OF MODIFICATIONS**

**CHANGES:**

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Mary McDermott, Senior Vice President-Legal and Regulatory Affairs  
NTELOS of West Virginia Inc. d/b/a NTELOS  
1154 Shenandoah Village Drive  
Waynesboro, VA 22980

**SWITCHED ACCESS SERVICE****CHECK SHEET**

The title page and pages 1 through 12-19 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title Page 1	Original	2-19	Original	6-1	Original
1	Original	2-20	Original	7-1	Original
2	Original	2-21	Original	8-1	Original
3	Original	2-22	Original	8-2	Original
4	Original	2-23	Original	8-3	Original
5	Original	2-24	Original	8-4	Original
6	Original	2-25	Original	8-5	Original
7	Original	2-26	Original	8-6	Original
8	Original	2-27	Original	8-7	Original
9	Original	2-28	Original	8-8	Original
10	Original	2-29	Original	8-9	Original
11	Original	3-1	Original	8-10	Original
12	Original	3-2	Original	8-11	Original
1-1	Original	3-3	Original	8-12	Original
1-2	Original	3-4	Original	8-13	Original
1-3	Original	3-5	Original	8-14	Original
1-4	Original	3-6	Original	9-1	Original
1-5	Original	4-1	Original	10-1	Original
2-1	Original	4-2	Original	11-1	Original
2-2	Original	4-3	Original	12-1	Original
2-3	Original	4-4	Original	12-2	Original
2-4	Original	4-5	Original	12-3	Original
2-5	Original	4-6	Original	12-4	Original
2-6	Original	4-7	Original	12-5	Original
2-7	Original	4-8	Original	12-6	Original
2-8	Original	4-9	Original	12-7	Original
2-9	Original	4-10	Original	12-8	Original
2-10	Original	4-11	Original	12-9	Original
2-11	Original	4-12	Original	12-10	Original
2-12	Original	4-13	Original	12-11	Original
2-13	Original	4-14	Original	12-12	Original
2-14	Original	4-15	Original	12-13	Original
2-15	Original	4-16	Original	12-14	Original
2-16	Original	4-17	Original	12-15	Original
2-17	Original	4-18	Original	12-16	Original
2-18	Original	5-1	Original	12-17	Original

\* - indicates pages included with this filing

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NTELOS of West Virginia Inc. d/b/a NTELOS  
1154 Shenandoah Village Drive  
Waynesboro, VA 22980

**SWITCHED ACCESS SERVICE**

**CHECK SHEET (Cont'd)**

<b><u>Page</u></b>	<b><u>Revision</u></b>	<b><u>Page</u></b>	<b><u>Revision</u></b>	<b><u>Page</u></b>	<b><u>Revision</u></b>
12-18	Original				
12-19	Original				

\* - indicates pages included with this filing

**SWITCHED ACCESS SERVICE**

TABLE OF CONTENTS

TITLE PAGE ..... Title Page 1

LIST OF MODIFICATIONS ..... 1

CHECK SHEET ..... 2

TABLE OF CONTENTS ..... 4

TARIFF FORMAT ..... 10

CONCURRING CARRIERS ..... 11

CONNECTING CARRIERS ..... 11

OTHER PARTICIPATING CARRIERS ..... 11

REGISTERED SERVICE MARKS ..... 11

REGISTERED TRADEMARKS ..... 11

EXPLANATION OF SYMBOLS ..... 11

APPLICATION OF TARIFF ..... 12

**1. DEFINITIONS ..... 1-1**

**2. REGULATIONS ..... 2-1**

    2.1 Undertaking of the Company ..... 2-1

        2.1.1 Scope ..... 2-1

        2.1.2 Shortage of Equipment or Facilities ..... 2-1

        2.1.3 Terms and Conditions ..... 2-1

        2.1.4 Liability of the Company ..... 2-2

        2.1.5 Notification of Service-Affecting Activities ..... 2-8

        2.1.6 Provision of Equipment and Facilities ..... 2-8

        2.1.7 Non-Routine Installation ..... 2-9

        2.1.8 Special Construction ..... 2-10

        2.1.9 Ownership of Facilities ..... 2-10

    2.2 Prohibited Uses ..... 2-11

    2.3 Obligations of the Customer ..... 2-11

        2.3.1 Customer Responsibilities ..... 2-11

        2.3.2 Claims ..... 2-13

        2.3.3 Jurisdictional Reporting ..... 2-13

**SWITCHED ACCESS SERVICE**

TABLE OF CONTENTS (Cont'd)

**2. REGULATIONS (Cont'd).....2-1**

2.4 Customer Equipment and Channels ..... 2-16

    2.4.1 In General ..... 2-16

    2.4.2 Interconnection of Facilities ..... 2-16

2.5 Payment Arrangements ..... 2-16

    2.5.1 Payment for Service..... 2-16

    2.5.2 Billing and Collection of Charges..... 2-17

    2.5.3 Deposits ..... 2-20

    2.5.4 Refusal and Discontinuance of Service ..... 2-21

    2.5.5 Cancellation of Application for Service ..... 2-25

    2.5.6 Late Payment Charge..... 2-25

    2.5.7 Returned Check Charge ..... 2-26

2.6 Allowances for Interruptions in Service..... 2-26

    2.6.1 Credit for Interruptions ..... 2-26

    2.6.2 Limitations on Allowances ..... 2-27

    2.6.3 Cancellation for Service Interruption..... 2-28

2.7 Cancellation of Service ..... 2-28

2.8 Transfers and Assignments ..... 2-28

2.9 Notices and Communications..... 2-29

**SWITCHED ACCESS SERVICE**

TABLE OF CONTENTS (Cont'd)

**3. ORDERING OPTIONS FOR ACCESS SERVICE .....3-1**

    3.1 General.....3-1

        3.1.1 Ordering Conditions .....3-1

        3.1.2 Provision of Other Services .....3-1

        3.1.3 Constructive Ordering of Switched Access Services .....3-2

    3.2 Access Order.....3-3

        3.2.1 Access Service Requests.....3-3

        3.2.2 Access Service Date Intervals.....3-3

        3.2.3 Access Order Charge .....3-4

        3.2.4 Minimum Period of Service.....3-5

    3.3 Design Change Charge.....3-6

    3.4 Service Date Change Charge .....3-6

**4. SWITCHED ACCESS SERVICE.....4-1**

    4.1 General .....4-1

    4.2 Provision and Description of Switched Access Service Arrangements.....4-1

        4.2.1 Feature Group D (FGD) Access .....4-1

        4.2.2 Manner of Provision .....4-2

        4.2.3 Rate Categories.....4-2

        4.2.4 Descriptions and Application of Rates .....4-12

        4.2.5 Billing Validation Service .....4-13

        4.2.6 Acceptance Testing.....4-14

        4.2.7 Ordering Options and Conditions .....4-14

    4.3 Obligations of the Company .....4-14

        4.3.1 Network Management.....4-14

    4.4 Switched Access Optional Features .....4-15

        4.4.1 Nonchargeable Optional Features.....4-15

        4.4.2 Feature Group D Optional Features.....4-16



**SWITCHED ACCESS SERVICE**

TABLE OF CONTENTS (Cont'd)

5.	<b><u>RESERVED FOR FUTURE USE</u></b> .....	5-1
6.	<b><u>CARRIER COMMON LINE</u></b> .....	6-1
7.	<b><u>SPECIAL CONSTRUCTION</u></b> .....	7-1
7.1	Special Construction.....	7-1
7.1.1	Basis for Rates and Charges.....	7-1
7.1.2	Termination Liability.....	7-1
7.2	Individual Case Basis Arrangement.....	7-1

**SWITCHED ACCESS SERVICE**

TABLE OF CONTENTS (Cont'd)

**8. MISCELLANEOUS SERVICES.....8-1**

    8.1 Additional Labor.....8-2

        8.1.1 Overtime Installation .....8-2

        8.1.2 Overtime Repair .....8-2

        8.1.3 Standby.....8-2

        8.1.4 Testing and Maintenance with Other Telephone Companies.....8-2

        8.1.5 Other Labor .....8-2

    8.2 Testing Services.....8-3

        8.2.1 Switched Access Service .....8-3

        8.2.2 RESERVED FOR FUTURE USE.....8-6

    8.3 Maintenance of Service.....8-7

    8.4 RESERVED FOR FUTURE USE .....8-8

    8.5 Toll Presubscription.....8-9

    8.6 Billing Name and Address - BNA.....8-13

        8.6.1 Undertaking of the Company.....8-13

        8.6.2 Obligations of the Customer.....8-14

        8.6.3 Usage Rates .....8-14

**9. RESERVED FOR FUTURE USE.....9-1**

**10. RESERVED FOR FUTURE USE.....10-1**

**11. RESERVED FOR FUTURE USE.....11-1**

**SWITCHED ACCESS SERVICE**

TABLE OF CONTENTS (Cont'd)

12. **RATES AND CHARGES** ..... 12-1

12.1 Switched Access – Verizon Pennsylvania, Inc..... 12-1

12.2 Switched Access – Verizon North Incorporated ..... 12-9

12.3 Switched Access – United Telephone Company of Pennsylvania d/b/a CenturyLink ..... 12-15

**SWITCHED ACCESS SERVICE****TARIFF FORMAT**

- A. Sheet Numbering** – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet 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., that the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** – When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets 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 the symbols given on the symbols sheet. There will be no other symbols used on this page if these are the only changes made to it (*i.e.*, the format 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 sheet is the most current on file with the Commission.

**SWITCHED ACCESS SERVICE**

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

**EXPLANATION OF SYMBOLS**

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

- (C) Indicates Change
- (D) Indicates Rate Decrease
- (I) Indicates Rate Increase

**SWITCHED ACCESS SERVICE**

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate Switched Access service and miscellaneous services related to the provision of Switched Access Service by the Competitive Local Exchange Carrier (CLEC) operations of NTELOS of West Virginia Inc. d/b/a NTELOS (hereinafter "the Company").

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Mary McDermott, Senior Vice President-Legal and Regulatory Affairs  
NTELOS of West Virginia Inc. d/b/a NTELOS  
1154 Shenandoah Village Drive  
Waynesboro, VA 22980

## SWITCHED ACCESS SERVICE

### 1. DEFINITIONS

Certain terms used generally throughout this tariff for the Access services of this Company are defined below.

Access Code: A uniform seven-digit code assigned by the Company to an individual customer. The seven-digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry Service Order format used by Access Service customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and customers' premises.

Advance Payment: Payment for all or part of a charge required before the start of service.

Authorized User: A person firm, corporation or other entity that either is authorized by the Customer to use Access Service or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

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

Carrier or Common Carrier: see Interexchange Carrier or Exchange Carrier.

Channel(s): An electrical, or in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packets switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

**SWITCHED ACCESS SERVICE****1. DEFINITIONS (Cont'd)**

Company: As used in this Tariff, Company shall refer to the facilities-based offerings of the Competitive Local Exchange Carrier (CLEC) operations of NTELOS of West Virginia Inc. d/b/a NTELOS, which is the issuer of this tariff.

Conventional Signaling: The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing ten-digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

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

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

Duplex Service: Service which provides for simultaneous transmission in both directions.

8YY Toll Free Database Service: The term "8YY Toll Free Database Service" denotes a toll-free originating Trunkside Access Service when the 8YY service Access Code (i.e. 800, 822, 833, 844, 855, 866, 877 or 888 as available) is used.

End-user: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access service Request from the Customer and commitment by the Company of a Service Date.

Hub: The Company office where all customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

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

Interexchange Carrier (IC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.



## SWITCHED ACCESS SERVICE

### 1. **DEFINITIONS** (Cont'd)

**Kbps:** Kilobits, or thousands of Bits, per second.

**LATA:** A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

**Line Information Database (LIDB):** The database which contains billing information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

**Local Switching Center:** The switching center where telephone exchange service customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

**Mbps:** Megabits, or millions of bits, per second.

**Meet Point Billing:** The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

**Network Services:** The Company's telecommunications Access Services offered on the Company's network.

**Non-Recurring Charges:** The one-time initial charges for services or facilities, including, but not limited to charges for construction, installation, or specific fees, for which the Customer becomes liable at the time the Service Order is executed.

**SWITCHED ACCESS SERVICE****1. DEFINITIONS (Cont'd)**

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's network.

Point to Point Service: An unswitched full time transmission service utilizing the Company's facilities to connect two or more Customer designated locations.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing interLATA and intraLATA calls. The selected IXC(s) are referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the end user.

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

Service Commencement Date: For Switched Access Service, the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order: The written request for network services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order to submission of an ASR by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Service(s): The Company's telecommunications Access Services offered by the Company.

## SWITCHED ACCESS SERVICE

### 1. DEFINITIONS (Cont'd)

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**SWITCHED ACCESS SERVICE****2. REGULATIONS**2.1 Undertaking of the Company2.1.1 Scope

Access Services consist of furnishing communications service in connection with one-way or two-way information transmission between points within the State of Pennsylvania under the terms of this tariff. Access Services provided under this tariff include Switched Access Services described in Section 4 following.

2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- (B) 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 from time to time, to furnish service as required at the sole discretion of the Company.
- (C) The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communication Commission's Rules and Regulations, which specifies the priority system for such activities.

2.1.3 Terms and Conditions

- (A) Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, in not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Customers may be required to enter in written Service Orders which shall contain or reference the name of the Customer, a specific description of the Service Ordered; the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.

**SWITCHED ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.3 Terms and Conditions (Cont'd)**

- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

**2.1.4 Liability of the Company**

- (A) Except where the Commission, for good cause shown, determines otherwise, the Customer and any authorized or joint users, jointly and severally, shall indemnify, defend and hold harmless the Company and the Company shall not be liable for any claims, loss, damage or expenses involving:
- (1) Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with the Service or facilities provided by the Company; or (c) common carriers, warehousemen or middle men;
  - (2) Any unlawful or unauthorized use of the Company's facilities and Service or the use of the Company's facilities and/or Service in violation of this Tariff;
  - (3) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications or information by means of Company-provided facilities or Service, or by means of the combination of Company provided facilities or Service with Customer-provided facilities or services;

## SWITCHED ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company (Cont'd)

- (4) Any infringement, breach 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, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, 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 emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them;
- (5) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.6;
- (6) Defacement of or damage to Customer premises resulting from the furnishing of Service or equipment on such premises or the installation or removal thereof;

## SWITCHED ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company (Cont'd)

- (7) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the Company's facilities;
- (8) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- (9) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- (10) Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of Service functionality or interruption of electric service to Customer's premises;
- (11) Any non-completion of calls due to network busy conditions or network failures; except as provided in section 2.6;
- (12) Any calls not actually attempted to be completed during any period that Service is unavailable;
- (13) Blockages by other providers of services on the public switched network;

**SWITCHED ACCESS SERVICE**

**2. REGULATIONS (Cont'd)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.4 Liability of the Company (Cont'd)**

- (14) Any damage to CPE resulting from use of that system with the Service;  
and
  - (15) Breach in the privacy or security of communications transmitted over the Company's facilities.
- (B) The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer provided equipment or facilities or Service provided by the Company.
- (C) The Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.
- (D) The Company assumes no responsibility for the availability or performance of any systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.



**SWITCHED ACCESS SERVICE**

**2. REGULATIONS (Cont'd)**

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- (E) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- (F) 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 or fitness for a particular use, except those expressly set forth herein.
- (G) The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.
- (H) When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

**SWITCHED ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

- (I) THE INCLUDED EXCULPATORY LANGUAGE DOES NOT CONSTITUTE A DETERMINATION BY THE COMMISSION THAT A LIMITATION OF LIABILITY IMPOSED BY THE COMPANY SHOULD BE UPHELD IN A COURT OF LAW. ACCEPTANCE FOR FILING BY THE COMMISSION RECOGNIZES THAT IT IS A COURT'S RESPONSIBILITY TO ADJUDICATE NEGLIGENCE AND CONSEQUENTIAL DAMAGE CLAIMS. IT IS ALSO THE COURT'S RESPONSIBILITY TO DETERMINE THE VALIDITY OF THE EXCULPATORY CLAUSE.
- (J) Except as otherwise stated in this Tariff, liability of the Company for damages arising out of either (I) the furnishing of its Service, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Service, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.6, following.
- (K) Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.6, following, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service, including the inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.
- (L) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

**SWITCHED ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

**2.1.6 Provision of Equipment and Facilities**

- (A) The Company shall 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 Customers 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.
- (B) The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.
- (D) Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- (E) The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer's premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to the Customer.

**SWITCHED ACCESS SERVICE****2. REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)2.1.6 Provision of Equipment and Facilities (Cont'd)

(F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications 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. Notwithstanding the above, the Company shall not be responsible for:

- (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
- (2) the reception of signals by Customer-provided equipment; or
- (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

(G) The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

(H) The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual 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.

**SWITCHED ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.8 Special Construction**

Subject to the arrangement 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 is that construction undertaken and characterized by one or more of the following:

- (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 services;
- (C) where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) where facilities are requested in a quantity greater than that which the Company would normally construct;
- (E) where installation is on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) installation involving abnormal costs; or
- (H) in advance of its normal construction schedules.

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

**SWITCHED ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 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 request with the Company confirming that their use of the Company's offerings complies with relevant laws and Federal Communications Commission regulations, policies, orders, and decisions; and if the reseller intends to provide intrastate services, is certified with the State Regulatory Authority.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

**2.3 Obligations of the Customer****2.3.1 Customer Responsibilities**

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated in the Company's right of recovery of damages to the extent of such payment;
- (C) providing at no charge, as specified from time to time by the Company, as needed, personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

**SWITCHED ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.1 Customer Responsibilities (Cont'd)**

- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.(C) above. Any costs associated with obtaining and maintaining 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, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;
- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work.
- (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 Customer premises or the rights-of-way for which the Customer is responsible for obtaining under Section 2.3.1.(D) above; and granting or obtaining permission for Company agents or employees to enter the Customer premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- (G) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

**SWITCHED ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.2 Claims**

Except where the Commission for good cause shown determines otherwise, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses for:

- (A) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and
- (B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

**2.3.3 Jurisdictional Reporting**

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access service, its projected Percent Interstate Usage (PIU) must be provided in whole percentages (e.g., 45%) to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein.

**(A) Originating Access**

Originating access minutes may be based on traffic originating at the State, LATA or Local Switching Center level, provided that the traffic being measured is only traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis, as specified below. Originating access minutes will be measured as follows, based on type of access:

- (1) For Feature Group D Switched Access Service(s), as defined in Section 4.2.1 following, where the Company can determine jurisdiction by its call detail, the projected Percent Interstate Usage (PIU) will be developed by the Company on a monthly basis by dividing the measured interstate originating access minutes by the total originating access minutes.



**SWITCHED ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.3 Jurisdictional Reporting (Cont'd)****(A) Originating Access (Cont'd)**

- (2) If Feature Group D with 950 Access (Feature Group B) as defined in Section 4.2 following is offered by the Company, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.
- (3) For 500, 700, 8XX, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes.
- (4) If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

**(B) Terminating Access**

For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section 2.3.3.(D) below. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- (C) Except where the Company measured access minutes are used as set forth in 2.3.3.(A) above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.

**SWITCHED ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.3 Jurisdictional Reporting (Cont'd)**

(D) Effective on the first of January, April, July and October of each year, the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.

(E) Jurisdictional Report Verification

For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company's request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

**SWITCHED ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.4 Customer Equipment and Channels****2.4.1 In General**

A Customer may transmit or receive information or signals via the facilities of the Company.

**2.4.2 Interconnection of Facilities**

(A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.

(B) Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

**(A) Taxes**

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

**SWITCHED ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.1 Payment for Service (Cont'd)**

- (B) A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on intrastate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of intrastate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

**2.5.2 Billing and Collection of Charges**

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.

- (A) Non-Recurring Charges are due and payable within 30 days after the invoice date. The Company shall present invoice for Non-Recurring Charges monthly to the Customer.
- (B) The Company shall present invoice for non-usage sensitive Recurring Charges monthly to the Customer, in advance of the month in which service is to be provided, and invoices for usage sensitive charges monthly to the Customer subsequent to the usage. Recurring and usage sensitive charges shall be due and payable within 30 days after the invoice date.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis, based on the actual calendar month.

**SWITCHED ACCESS SERVICE**

**2. REGULATIONS (Cont'd)**

**2.5 Payment Arrangements (Cont'd)**

**2.5.2 Billing and Collection of Charges (Cont'd)**

(D) Billing of the Customer by the Company will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

(E) Amounts not paid within 30 days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.4 following and later restored, restoration of service will be subject to all applicable installation charges.

(F) The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. The Company will assess a late payment charge of up to the highest interest rate allowable by law per month for any past due balance that exceeds 30 days. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Pennsylvania Public Utility Commission in accordance with the Commission's rules of procedures. The complaint may be filed with:

Pennsylvania Public Utility Commission  
Bureau of Consumer Services  
P.O. Box 3265  
Harrisburg, Pennsylvania 17105  
1-800-692-7380

**SWITCHED ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges (Cont'd)****(G) Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved**

Both Multiple bill and Single bill billing options are supported under this tariff. Under a Meet Point Billing arrangement, the Company will only bill for charges for traffic carried between the Company Local Switching Center and the end user.

The billing arrangements are subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD).

The Company must notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Access Service. Additionally, the Company shall provide this notice in writing 30 days in advance of any changes in the arrangement.

The Company will handle the ordering, rating and billing of Access Service under this tariff where more than one Exchange Carrier is involved in the provision of Access Services, as follows:

- (1) The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier.
- (2) In addition, for FGD Switched Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange carrier which operates the switch.
- (3) Separate bills will be rendered by the Exchange Carrier for FGD access service, if the multiple bill option is selected.

**SWITCHED ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges (Cont'd)****(G) Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved (Cont'd)**

(4) Rating and Billing of Service: Each company will provide its portion of access service based on the regulations, rates and charges contained in its respective Access Service tariff, subject to the following rules, as appropriate:

- (a) the application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved.
- (b) when rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's premises and terminating at the end user's premises, and vice versa.

**2.5.3 Deposits**

(A) Before the service or facility is furnished to a Customer whose credit has not been duly established, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (1) an amount in excess of two twelfths of the estimated charge for the service for the ensuing twelve months; or
- (2) one half of the estimated charge for the minimum payment for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

**SWITCHED ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.3 Deposits**

- (B) A deposit may be required in addition to an advance payment.
- (C) The charges set forth in this tariff for channel terminations contemplate installations made in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.
- (D) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option return the deposit or credit the Customer's account.

**2.5.4 Refusal and Discontinuance of Service**

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.



**SWITCHED ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.4 Refusal and Discontinuance of Service (Cont'd)**

- (E) Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (F) Upon the Company's discontinuance of service to the Customer under Section 2.5.4.(A) or 2.5.4.(B) above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- (G) When Access Service is provided by more than one Company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Company initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the Company whose Local Switching Center serves the Customer shall apply for joint service discontinuance.

**SWITCHED ACCESS SERVICE**

**2. REGULATIONS (Cont'd)**

**2.5 Payment Arrangements (Cont'd)**

**2.5.4 Refusal and Discontinuance of Service (Cont'd)**

(H) The Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:

(1) Immediately and without notice if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection 2.5.4.(H)(1) (a-f) if:

(a) the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications service or its planned use of service(s); or

(b) the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

(c) the Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.4.(A) above; or

(d) the Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

(e) the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

**SWITCHED ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.4 Refusal and Discontinuance of Service (Cont'd)****2.5.4.(H)(1) (Cont'd)**

- (f) the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
    - (i) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
    - (ii) using tricks, schemes, fake or invalid numbers, false credit devices, electronic devices; or
    - (iii) by delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or
    - (iv) continuing to have Company End Users presubscribed to the Customer; or
    - (v) any other fraudulent means or devices; or
  - (2) upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;
  - (3) upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.4.(A) above; or
  - (4) seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven-(7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.
- (I) In the event the Company provides notice to Customer under Section 2.5.4 above of refusal and discontinuance of service, the Company shall also have the right to notify the Company's end user customers who are presubscribed to Customer's service that Customer's service will be discontinued if payment or other obligations are not met. Such notification shall be for the purpose of allowing affected end user customers to make alternative arrangements for presubscribed interexchange service in the event Customer's service is discontinued by the Company.

**SWITCHED ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.4 Refusal and Discontinuance of Service (Cont'd)**

- (J) In the event the Company incurs fees or expenses in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

**2.5.5 Cancellation of Application for Service**

- (A) Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except as may be specified in this Section and Section 3.2.5.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

**2.5.6 Late Payment Charge**

- (A) Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.
- (B) Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
- (C) Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.6(A). Restoration of Service will be subject to all applicable installation charges.

**SWITCHED ACCESS SERVICE****2. REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)2.5.7 Returned Check Charge

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge of \$25.00. Such charge will be applicable on each occasion when a check is returned or not processed.

2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit, to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the Direct Connect facilities charges will be applied to each interruption which is in excess of twelve hours and up to 24 hours.

**SWITCHED ACCESS SERVICE**

**2. REGULATIONS (Cont'd)**

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provision of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (F) interruption of service due to circumstances or causes beyond the control of the Company;
- (G) use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

**SWITCHED ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.6 Allowances for Interruptions in Service (Cont'd)****2.6.3 Cancellation for Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

**2.7 Cancellation of Service**

If a Customer cancels services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth in Section 2.5.2 above: all costs, fees and expenses reasonably incurred in connection with 1) all Non-Recurring Charges reasonably expended by the Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable tariff for the balance of the then current term.

**2.8 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

**SWITCHED ACCESS SERVICE**

**2. REGULATIONS (Cont'd)**

**2.9 Notices and Communications**

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.



**SWITCHED ACCESS SERVICE****3. ORDERING OPTIONS FOR ACCESS SERVICE****3.1 General**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Access Services comprising Switched Access Service as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

**3.1.1 Ordering Conditions**

All services offered under this tariff will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

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

- (A) Customer name and Premise(s) address;
- (B) Billing name and address (when different from Customer name and address); and
- (C) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC).

**3.1.2 Provision of Other Services**

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

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

**SWITCHED ACCESS SERVICE****3. ORDERING OPTIONS FOR ACCESS SERVICE (Cont'd)**3.1 General (Cont'd)3.1.2 Provision of Other Services (Cont'd)

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineer, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineer may not exceed the original estimated amount by more than ten (10) percent.

3.1.3 Constructive Ordering of Switched Access Services(A) Terminating Switched Access

Notwithstanding Section 3.1.1 above, in the event the Company terminates Switched Access minutes for an interexchange carrier that has not submitted an ASR to the Company, the interexchange carrier will be held to have constructively ordered Switched Access Service from the Company for the terminating access minutes. The terminating access minutes shall be subject to charges for Switched Access described in Section 4 of this tariff and the other applicable terms and conditions of this tariff.

(B) Originating Switched Access

Notwithstanding Section 3.1.1 above, in the event the Company originates Switched Access minutes for an interexchange carrier that has not submitted an ASR to the Company, including but not limited to 8XX toll free calls and 8XX originated dial-around calls, and the interexchange carrier accepts the traffic, the interexchange carrier will be held to have constructively ordered Switched Access Service from the Company for the originating access minutes. The originating access minutes shall be subject to charges for Switched Access described in Section 4 of this tariff and the other applicable terms and conditions of this tariff.

**SWITCHED ACCESS SERVICE****3. ORDERING OPTIONS FOR ACCESS SERVICE (Cont'd)****3.2 Access Order****3.2.1 Access Service Requests**

An Access Order in the form of an Access Service Request (ASR) is required by the Company to provide a Customer Switched Access Service as described herein. An ASR will be required for each new similar service arrangement or group of common circuits.

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

In the event of constructive ordering of Switched Access Service under Section 3.1.3, an ASR is not required.

**3.2.2 Access Service Date Intervals**

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

**(A) Customer Requested Interval**

If none of the conditions described in Section 3.2.2.(B) below apply, the Service Date interval shall be based on provision of access service by the Customer's requested Service Date.

**(B) Negotiated Interval**

The Company will negotiate a Service Date interval with the Customer when one of the following conditions exists. In such cases, the Company will offer a Service Date based on the type and quantity of Access Service the Customer has requested.

- (1) There is no existing facility connecting the Customer premises with the Company; or
- (2) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or

**SWITCHED ACCESS SERVICE****3. ORDERING OPTIONS FOR ACCESS SERVICE (Cont'd)****3.2 Access Order (Cont'd)****3.2.2 Access Service Date Intervals (Cont'd)****B. Negotiated Interval (Cont'd)**

- (3) The Customer requests a service that requires provision of facilities by a connecting local exchange carrier in addition to facilities provided by the Company and the connecting local exchange carrier is unable to place connecting facilities in service by Customer's requested Service Date.
- (4) The Company determines that Access Service cannot be installed within the time frame requested by the Customer.
- (5) All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

**3.2.3 Access Order Charge**

The Access Order Charge, as set forth in Section 12 following is applied to all Customer requests for new Switched Access Service. In addition, the Access Order Charge is applicable to Customer requests for additions, changes or rearrangements to existing Switched Access Service with the following exceptions:

The Access Order Charge does not apply:

- When a change to a pending order does not result in the cancellation of the pending order and the issuance of a new order;
- When a Presubscription Charge is applicable;
- When a Company initiated network reconfiguration requires a Customer's existing access service to be reconfigured;
- When a service with an Individual Case Basis (ICB) rate is converted to a similar service with a non-ICB tariff rate prior to the expiration of the ICB; or
- When a Billing Name and Address Order charge is applicable.

The Access Order Charge will be applied on a per order basis to each order received by the Company or copy of an order received by the Company pursuant to Sections 3.1 and 3.2 above is in addition to other applicable charges as set forth in this and other sections of this tariff.

**SWITCHED ACCESS SERVICE****3. ORDERING OPTIONS FOR ACCESS SERVICE (Cont'd)****3.2 Access Order (Cont'd)****3.2.4 Minimum Period of Service**

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

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

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

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

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

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

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

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

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

**SWITCHED ACCESS SERVICE****3. ORDERING OPTIONS FOR ACCESS SERVICE (Cont'd)****3.3 Design Change Charge**

The customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by Telephone Company personnel of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of Switched Access Transport Termination, type of channel interface, type of Interface Group or technical specification package. Design changes do not include a change of customer premises, end user premises, end office switch, Basic Serving Arrangement, or Switched Access service channel type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

Should a customer requested design change be received on a pending access order that results in the establishment of a new service date that exceeds the original service date by more than 30 days, the customer shall not be required to cancel and reissue a new order, but shall be billed a design change charge and a service date change charge.

The Telephone Company will review the requested change, notify the customer whether the change is a design change, if it can be accommodated and if a new service date is required. If the customer authorizes the Telephone Company to proceed with the design change, a Design Change Charge will apply as set forth in Section 12 following.

**3.4 Service Date Change Charge**

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. If the customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Telephone Company and reissued with the appropriate cancellation charges applied.

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed.

**SWITCHED ACCESS SERVICE****4. SWITCHED ACCESS SERVICE**4.1 General

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

4.2 Provision and Description of Switched Access Service Arrangements

Switched Access Service is provided in the following service type:

4.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all Customers, is provisioned at the DS-1 level and provides trunk-side access to Company Local Switching center switches, with an associated uniform 101XXXX Access Code for the Customer's use in originating and terminating communications. Basic FGD service will be provided with SS7 (Multi-Frequency In Band Signaling is also available as a Common Switching Option for Feature Group D). End users of the Customer's service may also originate calls to certain FGD Access Customers without dialing the 101XXXX Access Code if the end user is presubscribed, as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 101XXXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a Customer over FGD Switched Access Service if the end user's telephone exchange service is arranged for Presubscription to that Customer, as set forth herein.

Where no Access Code is required, the number dialed by the Customer's end user shall be a seven or ten digit number for calls in the North America Numbering Plan (NANP), except for 00-dialed calls which are routed to the predesignated Customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's end user is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and, when the Local Switching Center is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

**SWITCHED ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.1 Feature Group D (FGD) Access (Cont'd)**

When the 101XXXX A-Code is used, FGD switching also provides for dialing the digit 0 (zero) for access to the Customer's operator, 911 for access to the Company's emergency service or the end-of-dialing digit (#) for cut-through access to the Customer's premises.

In addition, at the option of the Company, Feature Group D with 950 Access (Feature Group B) Common Switching Optional Feature may be made available. Under Feature Group D with 950 Access, end users may originate calls by dialing the 950-XXXX Access Code specified to a particular Interexchange Carrier, provided that the Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access (Feature Group B) Common Switching Optional Feature. If the end user is presubscribed to that Interexchange Carrier, no Access Code is necessary.

**4.2.2 Manner of Provision**

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

**4.2.3 Rate Categories**

There are three rate categories which apply to Switched Access Service:

- Switched Transport (described in Section 4.2.3(A) following)
- End Office (described in Section 4.2.3(B) following)
- Chargeable Optional Features (described in Section 4.2.3(C) following)

The following is a description of the components of Switched Access Service and the manner in which the components are combined to provide a complete Access Service.



**SWITCHED ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.3 Rate Categories (Cont'd)****(A) Switched Transport**

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es), which may be a Remote Switching Module(s) or WATs Serving Office, where the customer's traffic is switched to originate or terminate the customer's communications.

Switched Transport is a two-way voice frequency transmission path composed of facilities determined by the Telephone Company. The two-way voice frequency transmission path permits the transport of calls in the originating direction (from the end user end office switch to the customer designated premises) and in the terminating direction (from the customer designated premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz. The Customer must specify the choice of facilities (i.e., Voice Grade 2 or 4 wire or High Capacity DS1 or DS3) to be used in the provision of the Direct Trunked Transport or Entrance Facility.

The Customer must specify when ordering (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the type of Direct Trunked Transport and whether it will overflow to Tandem Switched Transport when service is directly routed to an end office, (3) the type of Entrance Facility, (4) the directionality of the service, and (5) when multiplexing is required, the hub(s) at which the multiplexing will be provided.

When service is to be routed through an access tandem switch, the facility between the serving wire center and the tandem will be provided as Direct Trunked Transport.

**SWITCHED ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.3 Rate Categories (Cont'd)****(A) Switched Transport (Cont'd)**

Direct Trunked Transport is available at all tandems and at all end offices.

When more than one Telephone Company is involved in providing the Switched Access Service, the Switched Transport rates are applied as set forth herein.

The Switched Transport Rate Category includes five classes of rate elements: (1) Entrance Facility, (2) Direct Trunked Transport, (3) Tandem-Switched Transport (4) Multiplexing and (5) Residual Interconnection Charge.

**(1) Entrance Facility**

The Entrance Facility recovers a portion of the costs associated with a communications path between a customer designated premises and the serving wire center of that premises. Included as part of the Entrance Facility is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the customer designated premises and the type of signaling capability, if any.

Three types of Entrance Facility are available: (1) Voice Grade 2 or 4 wire (an analog channel with an approximate bandwidth of 300 to 3000 Hz), (2) High Capacity DS1 (an isochronous serial digital channel with a rate of 1.544 Mbps) and (3) High Capacity DS3 (an isochronous serial digital channel with a rate of 44.736 Mbps). The minimum period for which a DS3 Entrance Facility is provided is twelve months.

One charge applies for each Entrance Facility that is terminated at a customer designated premises. This charge specified in Section 12 following will apply even if the customer designated premises and the serving wire center are collocated in a Telephone Company building.

**SWITCHED ACCESS SERVICE**

**4. SWITCHED ACCESS SERVICE (Cont'd)**

4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

4.2.3 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(1) Entrance Facility (Cont'd)

If the serving wire center for the customer designated premises is that of another local exchange carrier, an Entrance Facility charge will not be billed by the Company.

A Customer's Switched Transport may be connected to the Entrance Facility of another customer, providing the other customer submits a *letter of authorization for this connection and assumes full responsibility* for the cost of the Entrance Facility.

(2) Direct Trunked Transport

The Direct Trunked Transport rate elements recover a portion of the cost associated with the communications path between a serving wire center and an end office or serving wire center and a tandem on circuits dedicated to the use of a single customer.

Direct Trunked Transport is available to all tandems and to all end offices of the Company.

**SWITCHED ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.3 Rate Categories (Cont'd)****(A) Switched Transport (Cont'd)****(2) Direct Trunked Transport (Cont'd)**

Three types of Direct Trunked Transport are available: (1) Voice Grade (an analog channel with an approximate bandwidth of 300 to 3000 Hz), (2) High Capacity DS1 (an isochronous serial digital channel with a rate of 1.544 Mbps), and (3) High Capacity DS3 (an isochronous serial digital channel with a rate of 44.736 Mbps). The minimum period for which a High Capacity DS3 Direct Trunked Transport is provided is twelve months.

High Capacity DS3 Direct Trunked Transport can not be terminated at end offices that are not identified as hub offices that provide DS3 to DS1 multiplexing. Additionally, DS1 Direct Trunked Transport can not be terminated at end offices that are not identified as hub offices that provide DS1 to Voice Grade multiplexing or are not electronic end offices. Offices that provide multiplexing are identified in NECA Tariff F.C.C. No. 4, Wire Center Information.

Direct Trunked Transport rates consist of a Direct Trunked Facility rate specified in Section 12 following which is applied on a per mile basis and a Direct Trunked Termination rate specified in Section 12 which is applied at each end of each measured segment of the Direct Trunked Facility (e.g., at the end office, hub, tandem, and serving wire center). When the Direct Trunked Facility mileage is zero, neither the Direct Trunked Facility rate nor the Direct Trunked Termination rate will apply.

The Direct Trunked Facility rate recovers a portion of the costs of transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits.

The Direct Trunked Termination rate specified 12 following recovers a portion of the costs of the circuit equipment that is necessary for the termination of each end of the Direct Trunked Facility.

**SWITCHED ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.3 Rate Categories (Cont'd)(A) Switched Transport (Cont'd)(3) Tandem-Switched Transport

The Tandem-Switched Transport Rate is assessed upon customers for the use of transport from a serving wire center to an end office that is switched at a Telephone Company access tandem. The Tandem-Switched Transport rate shall also be assessed for transport between a Telephone Company access tandem and end office, between a host end office and a remote end office and between a FGA dial tone office and other end offices in the local calling area. Tandem-Switched Transport consists of circuits used in common by multiple customers from the Telephone Company access tandem to an end office. The Tandem-Switched Transport Rate includes five subelements, a Tandem-Switched Transport - Facility, a Tandem-Switched Transport - Termination, Tandem Switching Rate, Shared Multiplexing, and Tandem Trunk Port. The Tandem-Switched Transport - Facility is usage rated and distance-sensitive, i.e., a per access minute per airline mile rate. The rate recovers costs of the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Tandem-Switched Transport - Termination is a usage rated, per minute rate to recover costs incurred at the ends of the transmissions links. The Tandem Switching Rate is a usage rated, per minute rate to recover a portion of the tandem switching costs. The Tandem Switching Rate is not applicable for transport between a host end office and a remote end office or to FGA Transport. For Tandem Switched Transport, a Shared Multiplexing Rate will be assessed to all minutes of use from the Telephone Company Access Tandem to an end office. The Shared Multiplexing rate recovers multiplexing costs on the end office side of the tandem. The Common Trunk Port provides for the use of shared end office trunk ports for the termination of common transport trunks for tandem or end office routed traffic. The Dedicated Trunk Port provides for termination of a dedicated trunk as a trunk side arrangement to an end office or provides access into the access tandem at the serving wire center side of the switch.

**SWITCHED ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.3 Rate Categories (Cont'd)****(A) Switched Transport (Cont'd)****(4) Multiplexing**

DS3 to DS1 Multiplexing charges specified in Section 12 following apply when a High Capacity DS3 Entrance Facility or High Capacity DS3 Direct Trunked Facility is connected with High Capacity DS1 Direct Trunked Transport. The DS3 to DS1 multiplexer will convert a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing. DS1 to Voice Grade Multiplexing charges apply when a High Capacity DS1 Entrance Facility or High Capacity DS1 Direct Trunked Facility is connected with Voice Grade Direct Trunked Transport. However, a DS1 to Voice Grade Multiplexing charge does not apply when a High Capacity DS1 Entrance Facility or High Capacity DS1 Direct Trunked Transport is terminated at an electronic end office and only Switched Access Service is provided over the DS1 facility (i.e., Voice Grade Special Access channels are not derived). The DS1 to Voice Grade multiplexer will convert a 1.544 Mbps channel to 24 Voice Grade channels.

Multiplexing is only available at wire centers identified in NECA Tariff F.C.C No. 4, Wire Center Information.

**(5) Residual Interconnection Charge**

The Residual Interconnection Charge recovers the costs associated with Local Transport that are not recovered by the Entrance Facility, Direct Trunked Transport, Tandem Switched Transport, Multiplexing, or dedicated signaling (i.e., SS7) rates. The Residual Interconnection Charge specified in Section 12 following applies to both Tandem Switched and Direct Trunked access minutes of use.

**SWITCHED ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.3 Rate Categories (Cont'd)****(B) End Office**

The End Office rate category establishes the charges related to the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office.

**(1) Local Switching**

The Local Switching rate element establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Telephone Company Intercept Operators or recordings, the STP costs, and the SS7 signaling function between the end office and the Signaling Transfer Point.

Where end offices are appropriately equipped, international dialing may be provided as a capability associated with Local Switching which provides local dial switching for Feature Group D. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGD equipped end office.

The Local Switching rate is as set forth in the Section 12 following.

**SWITCHED ACCESS SERVICE**

**4. SWITCHED ACCESS SERVICE (Cont'd)**

4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

4.2.3 Rate Categories (Cont'd)

(B) End Office (Cont'd)

(2) Shared End Office Trunk Port

Provides for the termination of Tandem Switched Transport to an end office. Access minutes for all Switched Access Service subject to shared End Office Trunk Port will be multiplied by the per minute of use rate.

(3) Dedicated End Office Trunk Port

Provides for the termination of Direct Transport trunks at the end office and is applied monthly, per activated trunk.

(4) Information Surcharge

Information Surcharge rates are assessed to a Customer based on the total number of access minutes. Information Surcharge rates are as set forth in Section 12 following.



**SWITCHED ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.3 Rate Categories (Cont'd)****(C) Chargeable Optional Features**

Following is a description of the rate categories for the facilities required to provide Switched Access Services to the Customer.

- (1) Where facilities permit, the Company will, at the option of the Customer, provide the following chargeable optional features.

**(a) 8YY Toll Free Database Access Service**

8YY Toll Free Database Access Service is provided to all Customers in conjunction with FGD switched access service. The term "8YY Toll Free Database Service" denotes a toll-free originating Trunkside Access Service when the 8YY service Access Code (i.e. 800, 822, 833, 844, 855, 866, 877 or 888 as available) is used. When a 1+8YY+NXX-XXXX toll free call is originated by an end user, the Company will utilize the Signaling System 7 (SS7) network to query an 8YY Toll Free series database to identify the Customer to whom the call will be delivered and provide vertical features based on the dialed ten digits. The call will then be routed to the identified Customer over FGD switched access.

A Query charge, as set forth in Section 12 of this tariff, is assessed for each query launched to the database which identifies the Customer to whom the call will be delivered.

**SWITCHED ACCESS SERVICE**

**4. SWITCHED ACCESS SERVICE (Cont'd)**

**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)**

**4.2.4 Descriptions and Application of Rates**

**(A) Rate Schedules for Multiple Incumbent Local Exchange Carrier Territories**

Rates and charges in Section 12 are stated in subsections 12.1 through 12.2. These rates and charges apply to access service provided in the respective Incumbent Local Exchange Carriers' territories:

Verizon Pennsylvania, Inc.  
Verizon North Incorporated  
United Telephone Company of Pennsylvania d/b/a CenturyLink

**(B) Recurring Rates**

(1) Usage Rates for Switched Access Service are rates that apply on a per access minute or a per call basis. Access minute charges and per call charges are accumulated over a monthly period.

(2) Flat Rates for Switched Access Service are rates that apply on a per month per rate element basis.

**(C) Nonrecurring Charges**

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements. These charges are in addition to the Access Order Charge as specified in Section 12 following.

**SWITCHED ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.4 Descriptions and Application of Rate (Cont'd)****(C) Nonrecurring Charges (Cont'd)****(1) Installation of Service**

A nonrecurring installation charge, as set forth in Section 12 following, will be applied at the service wire center for each Entrance Facility installed.

**(2) Service Rearrangements**

All changes to existing services other than changes involving administrative will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity.

For conversion of FGD trunks from multifrequency address signaling to SS7 signaling or from SS7 signaling to multifrequency address signaling, nonrecurring charges will apply as set forth in Section 12.

**4.2.5 Billing Validation Service**

The Company shall arrange to have its billing validation data stored in one of the existing Line Information Databases (LIDBs). It will be the responsibility of the Customer to identify this database through established industry procedures and to query the billing validation data in the LIDB. Based on the received query information, the LIDB will respond with an SS7 formatted confirmation of validity or denial for the requested billing option. Access in LIDB provides Customer with potential toll fraud detection.

The LIDB will contain a record for every working line number and Billed Number Group served by the Company.

The Company will update the LIDB information on a daily basis.

*LIDB service is provided on an on-line, call-by-call basis. Company data accessed from the LIDB shall remain the sole property of the Company and may not be stored or reproduced by the Customer for any reason.*

The Company will have procedures in place to deactivate billing validation data in the event that it is being used fraudulently.

**SWITCHED ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.6 Acceptance Testing**

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

**4.2.7 Ordering Options and Conditions**

Access Service is ordered under the Access Order provisions set forth in Sections 3.1 and 3.2 above.

**4.3 Obligations of the Company**

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

**4.3.1 Network Management**

The Company will administer its network to ensure the provision of acceptable service levels to all telecommunications users of the Company's network Services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in Section 2.6 above.

**SWITCHED ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.3 Obligations of the Company (Cont'd)****4.3.1 Network Management (Cont'd)**

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused network congestion, which could result in discontinuance of service under Section 2.

**4.4 Switched Access Optional Features**

Following are descriptions of the various optional features that are available in lieu of, or in addition to, the standard features provided with the Feature Groups for Switched Access Service.

**4.4.1 Nonchargeable Optional Features****(A) Signaling System Seven (SS7)**

This option provides out-of-band transmission of SS7 protocol signaling information between the Local Switching center switching system and the Customer's designated premises. Prior to installation of any SS7 circuits, the Customer must agree to participate in SS7 certification testing. The Company will provide a testing plan to the Customer, and reserves the right to deny SS7 connectivity if the Customer's circuits do not meet the testing requirements.

**(B) Supervisory Signaling**

Where the transmission parameters permit, and where signaling conversion is required by the Customer to meet its signaling capability, the Customer may order an optional supervisory signaling arrangement in the form of Multi-frequency (MF) Signaling for each transmission path.

**SWITCHED ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.4 Switched Access Optional Features (Cont'd)****4.4.2 Feature Group D Optional Features****(A) Common Switching Optional Features**

- (1) Alternate Traffic Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a direct access Trunk group, with additional traffic overflowing to the access Tandem Trunk group and then to a Customer designated premises. Multiple Customer premises Alternate Routing is also available where originating traffic from a Local Switching Center is directed via a *Trunk group to a Customer designated premises until that group is fully loaded, and then additional originating traffic from the same Local Switching center or access tandem is delivered via a different Trunk group to a second Customer designated Premise.* The Customer shall specify the last Trunk CCS desired for the high use group.
- (2) Automatic Number Identification (ANI): This option provides the automatic in-band transmission signaling of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA for the identification of the calling station. The ANI feature is a Local Switching center software function which is associated on a call-by-call basis with: 1) all individual transmission paths in a trunk group routed directly between a Local Switching Center and a Customer's premises; or where technically feasible, 2) all individual transmission paths in a Trunk group between and Local Switching Center and an Access Tandem, and a Trunk group between and Access Tandem and a Customer's premises.

The ten-digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven-digit ANI telephone number. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multi-party line or ANI failure in which case only the NPA will be transmitted.

**SWITCHED ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)**4.4 Switched Access Optional Features (Cont'd)4.4.2 Feature Group D Optional Features (Cont'd)(A) Common Switching Optional Features (Cont'd)

- (3) Cut-Through: This option allows end users of the Customer to reach the Customer's premises by using the end of dialing digit (#) at the end of the dialing sequence. The Company will not record any other dialed digits for these calls.
- (4) Service Class Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a Trunk group to a Customer designated premises, based on the line class of service and service prefix indicator. A domestic Interexchange Carrier may not order more than four different routes per Local Switching Center or Access Tandem. An international Interexchange Carrier may order up to four additional routes.
- (5) Feature Group D with 950 Access (Feature Group B): This option, if made available by the Company, provides for the routing of originating calls, dialed using a 950-10XX or 950-1XXX Access Code, to the FGD Customer using FGD signaling protocols and technical specification. The Customer is responsible for distinguishing between standard FGD calls and 950-dialed calls delivered over the same trunks.
- (6) Basic Initial Address Message Delivery: This option permits the following optional SS7 signaling call setup parameters: User Service Information, Called Party Number, calling Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.

**SWITCHED ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.4 Switched Access Optional Features (Cont'd)****4.4.2 Feature Group D Optional Features (Cont'd)****(A) Common Switching Optional Features (Cont'd)**

- (7) Called Directory Number Delivery: This option provides the Customer with the telephone number to which the call was directed. The seven or ten digit number is provided as part of the in-band transmission with MF signaling. The Called Directory Number Delivery feature is associated on a call-by-call basis with all individual transmission paths in a Trunk group routed from an Access Tandem or the originating Local Switching Center. This option is available except when FGD is provided with 950 access (Feature Group B) or Cut-Through features.
- (8) Flexible Automatic Number Identification Delivery: This feature is a network enhancement to ANI. The feature is available on inbound signaling or in the Originating Line Information Parameter in the Basic Initial Address Message Delivery optional feature for SS7 signaling. Flexible ANI will provide additional values for Information Indicator (II) digits that are associated with various classes of service not associated with the standard ANI digits. This feature may only be used in conjunction with ANI. The following Information Indicator codes are available: *Confinement/Detention Facilities*; *Outward Wide Area Telecommunications Service*; *Cellular Service*; *Private Pay Station*; and, *Access for Private Virtual Networks*.



**SWITCHED ACCESS SERVICE**

5. **RESERVED FOR FUTURE USE**

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**SWITCHED ACCESS SERVICE**

**6. CARRIER COMMON LINE**

6.1 General

The Company will provide Carrier Common Line Access Service to Customers in conjunction with Switched Access Service provided in Section 4 of this tariff. Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

6.2 Limitations

No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

6.3 Application of Intrastate Charges

Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.3.3 of this tariff.

**SWITCHED ACCESS SERVICE****7. SPECIAL CONSTRUCTION****7.1 Special Construction****7.1.1 Basis for Rates and Charges**

Rates and charges for special construction will be determined by the Company on an Individual Case Basis and based, in part, on the costs incurred by the Company and may include (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

**7.1.2 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

(A) The termination liability period is the initial service term with respect to said specially constructed facilities.

(B) The amount of maximum termination liability is equal to the rates and charges established pursuant to Section 7.1.1 above:

(C) The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.2.(B) above by a factor related to the unexpired period of liability and the discount rate for return and contingencies. This product is adjusted to reflect applicable taxes.

**7.2 Individual Case Basis Arrangement**

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be determined on an individual case basis. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

**SWITCHED ACCESS SERVICE**

**8. MISCELLANEOUS SERVICES**

The following Miscellaneous Services are addressed in this section:

- Additional Labor
- Additional Testing
- Maintenance of Service
- Presubscription
- Billing Name and Address

In this section, normally scheduled working hours are an employee's scheduled work period in any given calendar day (e.g., 8:00 a.m. to 5:00 p.m.) for the application of rates based on working hours.

Rates for miscellaneous services provided for this Section 8 are set forth in Section 12.

**SWITCHED ACCESS SERVICE****8. MISCELLANEOUS SERVICES (Cont'd)****8.1 Additional Labor**

Additional Labor is that labor requested by the customer on a given service and agreed to by the Company as set forth in Sections 8.1.1 through 8.1.5 following. The Company will notify the customer that additional labor charges as set forth in Section 12 following will apply before any Additional Labor is undertaken. A call-out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

**8.1.1 Overtime Installation**

Overtime installation is that Company installation effort outside of normally scheduled working hours.

**8.1.2 Overtime Repair**

Overtime repair is that Company effort performed outside of normally scheduled working hours.

**8.1.3 Standby**

Standby includes all time in excess of one-half (1/2) hour during which Company personnel standby to make installation acceptance tests or cooperative tests with a customer to verify facility repair on a given service.

**8.1.4 Testing and Maintenance with Other Telephone Companies**

Additional testing, maintenance or repair of facilities which connect other telephone companies is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company.

**8.1.5 Other Labor**

Other labor is that additional labor not included in Sections 8.1.1 through 8.1.4 above and labor incurred to accommodate a specific customer request that involves only labor which is not covered by any other section of this tariff.

**SWITCHED ACCESS SERVICE****8. MISCELLANEOUS SERVICES (Cont'd)****8.2 Testing Services**

Testing Services offered under this section of the tariff are optional and subject to rates and charges as set forth in Section 12 following. A call-out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours. Other testing services, as described in Section 4.2.6 above, are provided by the Company in association with Access Services and are furnished at no additional charge.

Testing services are normally provided by Company personnel at Company locations; however, provisions are made in Section 8.2.1 following for a customer to request Company personnel to perform Testing Services at the customer designated premises.

The offering of Testing Services under this section of the tariff is made subject to the availability of the necessary qualified personnel and test equipment at the various test locations mentioned in Section 8.2.1 following.

**8.2.1 Switched Access Service**

Testing Services for Switched Access are comprised of (a) tests which are performed during the installation of a Switched Access Service, (i.e., Acceptance Tests), (b) tests which are performed after customer acceptance of such access services and which are without charge (i.e., routine testing) and (c) additional tests which are performed during or after customer acceptance of such access services and for which additional charges apply, (i.e., Additional Cooperative Acceptance Tests and in-service tests).

Routine tests are those tests performed by the Company on a regular basis, as set forth in Section 4.2.6 above which are required to maintain Switched Access Service. Additional in-service tests may be done on an automatic basis (no Company or customer technicians involved), on a manual basis (Company technician(s) involved at Company office(s) and Company or customer technician(s) involved at the customer designated premises).

**SWITCHED ACCESS SERVICE****8. MISCELLANEOUS SERVICES (Cont'd)****8.2 Testing Services Cont'd)****8.2.1 Switched Access Service (Cont'd)****(A) Additional Cooperative Acceptance Testing**

Additional Cooperative Acceptance Testing of Switched Access Service involves the Company provision of a technician at its office(s) and the customer provision of a technician at its premises, with suitable test equipment to perform the required tests.

Additional Cooperative Acceptance Tests may, for example, consist of the following tests:

- Impulse Noise
- Phase Jitter
- Signal to C-Notched Noise Ratio
- Intermodulation (Nonlinear) Distortion
- Frequency Shift (Offset)
- Envelope Delay Distortion
- Dial Pulse Percent Break

**(B) Additional Automatic Testing**

Additional Automatic Testing (AAT) of Switched Access Services is a service where the customer provides remote office test lines and 105 test lines with associated responders or their functional equivalent. The customer may order, at additional charges, gain-slope and C-notched noise testing and may order the routine tests (1004 Hz loss, C-Message Noise and Balance) on an as-needed or more than routine schedule.

The Company will provide an AAT report that lists the test results for each trunk tested. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as- occurs basis.

The Additional Tests, (i.e., gain slope, C-notched noise, 1004 Hz loss, C-message noise and balance) may be ordered by the customer at additional charges, 60 days prior to the start of the customer prescribed schedule. The rates for Additional Automatic Tests are as set forth in Section 12 following.

**SWITCHED ACCESS SERVICE****8. MISCELLANEOUS SERVICES (Cont'd)****8.2 Testing Services (Cont'd)****8.2.1 Switched Access Service (Cont'd)****(C) Additional Manual Testing**

Additional Manual Testing (AMT) of Switched Access is a service where the Company provides a technician at its office(s) and the Company or customer provides a technician at the customer designated premises, with suitable test equipment to perform the required tests. Such additional tests will normally consist of gain-slope and C-notched noise testing. However, the Company will conduct any additional tests which the IC may request.

The Company will provide an AMT report listing the test results for each trunk tested. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on a per occurrence basis.

The Additional Manual Tests may be ordered by the customer at additional charges, 60 days prior to the start of the testing schedule as mutually agreed to by the customer and the Company.

The rates for Additional Manual Testing are as set forth in Section 12 following.

**(D) Obligations of the Customer**

- (1) The customer shall provide the Remote Office Test Line priming data to the Company, as appropriate, to support routine testing as set forth in Section 4.2 above.
- (2) The customer shall make the facilities to be tested available to the Company at times mutually agreed upon.



**SWITCHED ACCESS SERVICE**

**8. MISCELLANEOUS SERVICES (Cont'd)**

**8.2 Testing Services (Cont'd)**

**8.2.2 RESERVED FOR FUTURE USE**

**SWITCHED ACCESS SERVICE**

**8. MISCELLANEOUS SERVICES (Cont'd)**

**8.3 Maintenance of Service**

- 8.3.1 When a customer reports a trouble to the Telephone Company for clearance and no trouble is found in the Telephone Company's facilities, the customer shall be responsible for payment of a Maintenance of Service charge as set forth in Section 12 following for the period of time from when Telephone Company personnel are dispatched, at the request of the customer, to the customer designated premises to when the work is completed. Failure of Telephone Company personnel to find trouble in Telephone Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.
- 8.3.2 The customer shall be responsible for payment of a Maintenance of Service charge when the Telephone Company dispatches personnel to the customer designated premises, and the trouble is in equipment or communications systems provided by other than the Telephone Company or in detariffed CPE provided by the Telephone Company.
- 8.3.3 In either Section 8.3.1 or 8.3.2 above, no credit allowance will be applicable for the interruption involved if the Maintenance of Service Charge applies.

**SWITCHED ACCESS SERVICE**

**8. MISCELLANEOUS SERVICES (Cont'd)**

**8.4 RESERVED FOR FUTURE USE**

**SWITCHED ACCESS SERVICE****8. MISCELLANEOUS SERVICES (Cont'd)****8.5 Toll Presubscription**

8.5.1 Toll Presubscription is a procedure whereby a customer designates to the Telephone Company the IntraLATA and InterLATA Toll Providers, i.e., Interexchange Carriers (IXCs) which the customer wishes to be the carriers of choice for toll calls. Such calls are automatically directed to the designated carrier(s) without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. Toll presubscription does not prevent a customer, who has presubscribed to a toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative toll carrier on a per call basis.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred IXC, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

An IXC must use Feature Group D (FGD) Switched Access Service to qualify as a presubscription toll provider unless prior arrangements have been made with or by the Telephone Company. IXCs must submit an Access Service Request (ASR) to the Telephone Company.

Selection of toll presubscription provider by an end user is subject to the terms and conditions following.

8.5.2 At the option of the IXCs, the nonrecurring charge for a change in toll presubscription, as provided herein, may be billed to the IXCs, instead of the end user. This may involve charges resulting from end-user initial free choice Preferred Interexchange Carrier (PIC), as specified in 8.5.3(A) following.

**SWITCHED ACCESS SERVICE****8. MISCELLANEOUS SERVICES (Cont'd)****8.5 Toll Presubscription (Cont'd)****8.5.3 Presubscription Charge Application****(A) *End user choices for toll presubscription:***

- Designating an intraLATA and interLATA IXC(s) as primary carrier(s) thereby requiring no access code to access those IXCs' service. End users are not required to choose the same IXC for intraLATA and interLATA toll presubscription. Other nonpresubscribed IXCs are accessed by dialing 10XXX, 101XXXX, or other required codes.
- Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all IXCs.

**(B)** If a new customer cannot decide upon presubscription IXCs, the Telephone Company may extend a 30-day period following completion of the initial service request to make a choice without charge. In the interim, the customer will be assigned as a 'No-PIC' and must dial an access code to make toll calls.

**(C)** If an IXC elects to discontinue Feature Group, the IXC is obligated to contact, in writing, all end users who have selected the canceling IXC as their preferred toll provider. The IXC must inform the end users that it is cancelling its Feature Group D Service, request that the end user select a new IXC, and state that the canceling IXC will pay the PIC change charge as provided herein. The IXC must provide written notification to the Telephone Company that this activity has taken place.

Following the IXC's discontinuance of service, the Telephone Company will bill the canceling IXC the change charge for each end user that is currently designated to the IXC at the time of discontinuance.

**(D)** An unauthorized PIC change is a change in the presubscribed IXC that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in toll presubscription occurs, the IXC making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided in (Rates and Charges Section) following. In addition, the IXC will be assessed the applicable charge for returning the end user to the preferred IXC.

**SWITCHED ACCESS SERVICE****8. MISCELLANEOUS SERVICES (Cont'd)****8.5 Toll Presubscription (Cont'd)****8.5.3 Presubscription Charge Application (Cont'd)**

If an unauthorized change in intraLATA and interLATA presubscription occurs at the same time, on the same Business/Residence line, and the presubscribed IXC is the same carrier for intraLATA and interLATA, presubscription change charges as provided herein and the Telephone Company's corresponding F.C.C. Access Tariff apply. In addition, the IXC will be assessed the applicable charges for returning the end user to the preferred IXC as herein and in the Telephone Company's corresponding F.C.C. Tariff.

**8.5.4 End User Charge Discrepancy**

(A) When a discrepancy is determined regarding an end user's designation of a presubscription IXC, the following applies depending upon the situation described:

- A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.
- When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date/time determines customer choice.
- If an end user denies requesting a change in toll presubscription as submitted by an IXC, and the IXC is unable to produce a letter of authorization, signed by the end user, the IXC will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The IXC will also be assessed the presubscription change charge as specified herein, which was previously billed to the end user.

(B) Verification of Orders for Telemarketing

Neither the IXC or the Telephone Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the Federal Communications Commission's (FCC's) current anti-slammng practices and procedures.

**SWITCHED ACCESS SERVICE****8. MISCELLANEOUS SERVICES (Cont'd)****8.5 Toll Presubscription (Cont'd)****8.5.5 PIC Switchback Option-Business/Residence**

PIC Switchback is an option under which no investigation activities are performed by the Telephone Company when an end user denies requesting a change in primary toll carrier submitted by the IXCs. The IXC participating in PIC Switchback will be billed the PIC Switchback Charge, and the presubscription change charge, as specified herein, to switch the end user to the end user's previous carrier.

When the Telephone Company is contacted by an end user who denies requesting a change in primary toll carrier, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous IXC at no charge. If this service is made available by the Telephone Company, IXCs may subscribe to or cancel PIC Switchback Service on 30 days notice to the Telephone Company by submitting a written request. A letter of authorization from the IXC will not be requested or accepted at a later date in the event of dispute of the charges assessed under the PIC Switchback option.

This option in no way relieves an IXC of the FCC requirements for verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or instituting steps to obtain verification of orders submitted to the Telephone Company.

In addition, the end user has the option of initiating a complaint to the FCC or the Pennsylvania Public Utility Commission's Bureau of Consumer Services concerning unauthorized changes in toll presubscription.

**8.5.6 Rates and Charges**

Rates and charges for Toll Presubscription can be found in Section 12 following.

**SWITCHED ACCESS SERVICE****8. MISCELLANEOUS SERVICES (Cont'd)****8.6 Billing Name and Address - BNA**

*Billing Name and Address (BNA)* provides the billing name and address of an end-user who has an Automatic Number Identification recorded by the Customer (interexchange carriers, operative service providers, enhanced service providers and any other provider of intrastate telecommunication services) for telecommunications services rendered by the Customer to its end-user. The receipt of this information will allow the Customer to provide its own billing to end-users who may have not have established a formal relationship with the Customer.

BNA is provided for the sole purpose of permitting the Customer to bill its telecommunications services to its end-users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone. The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

**8.6.1 Undertaking of the Company**

- (A) All requests for information will be by facsimile.
- (B) The Company will specify the format in which requests are to be submitted.
- (C) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's records. BNA information will not be provided for those end-users who have requested that their BNA not be disclosed for collect and bill to third party calls.
- (D) The Company will provide the most current BNA information resident in its database. Due to normal end-user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message originated.



**SWITCHED ACCESS SERVICE**

**8. MISCELLANEOUS SERVICES (Cont'd)**

**8.6 Billing Name and Address - BNA (Cont'd)**

**8.6.2 Obligations of the Customer**

With each order for BNA Service, the Customer shall identify the authorized individual, the address, and/or the facsimile to receive the BNA information.

(A) The Customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information.

(B) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end-user records, accounts, databases or market data, records files and databases or other systems it assembles through the use of BNA Service.

**8.6.3 Usage Rates**

Billing Name and Address (BNA) Customers will be assessed a per record rate for each BNA record requested pursuant to Section 12 following. This rate is billed to the Customer on a monthly basis. The BNA per record rate applies regardless of whether the requested telephone number is available in the Company's information database.

**SWITCHED ACCESS SERVICE**

**9. RESERVED FOR FUTURE USE**

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Mary McDermott, Senior Vice President-Legal and Regulatory Affairs  
NTELOS of West Virginia Inc. d/b/a NTELOS  
1154 Shenandoah Village Drive  
Waynesboro, VA 22980

**SWITCHED ACCESS SERVICE**

**10. RESERVED FOR FUTURE USE**

**SWITCHED ACCESS SERVICE**

**11. RESERVED FOR FUTURE USE**

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**SWITCHED ACCESS SERVICE****12. RATES AND CHARGES****12.1 Switched Access - Verizon Pennsylvania, Inc. Territory****12.1.1 Switched Transport – Installation\*  
Nonrecurring Change, Per Entrance Facility****Voice Grade 2 - Wire Initial Service Installation**

Cell 1	\$ 795.00
Cell 2	\$ 795.00
Cell 3	\$ 795.00
Cell 4	\$ 795.00

**Voice Grade 2 - Wire Additional Service Installation**

Cell 1	\$ 270.00
Cell 2	\$ 270.00
Cell 3	\$ 270.00
Cell 4	\$ 270.00

**Voice Grade 4 - Wire Initial Service Installation**

Cell 1	\$ 795.00
Cell 2	\$ 795.00
Cell 3	\$ 795.00
Cell 4	\$ 795.00

**Voice Grade 4 - Wire Additional Service Installation**

Cell 1	\$ 270.00
Cell 2	\$ 270.00
Cell 3	\$ 270.00
Cell 4	\$ 270.00

**High Capacity DS 1 Initial Service Installation**

Cell 1	\$ 930.00
Cell 2	\$ 930.00
Cell 3	\$ 930.00
Cell 4	\$ 930.00

**High Capacity DS 1- Additional Service Installation**

Cell 1	\$ 300.00
Cell 2	\$ 300.00
Cell 3	\$ 300.00
Cell 4	\$ 300.00

\*Rates and charges stated for Cells 1 through 4 correspond to the four density cell rate zones pursuant to Verizon Pennsylvania Inc. PA P.U.C. No. 302.

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**SWITCHED ACCESS SERVICE****12. RATES AND CHARGES**12.1 Switched Access - Verizon Pennsylvania, Inc. Territory (Cont'd)12.1.1 Switched Transport – Installation (Cont'd)

Nonrecurring Change, Per Entrance Facility

High Capacity DS 1- Rearrangement, First	\$ 290.00
High Capacity DS 1- Rearrangement, Additional	\$ 145.00
High Capacity DS 3 Initial Service Installation	\$1,800.00
High Capacity DS 3- Additional Service Installation	\$1,800.00

12.1.2 Entrance Facility\*

Per Month

## Voice Grade 2 - Wire

Cell 1	\$ 21.92
Cell 2	\$ 31.12
Cell 3	\$ 38.22
Cell 4	\$ 43.12

## Voice Grade 4 - Wire

Cell 1	\$ 35.00
Cell 2	\$ 36.62
Cell 3	\$ 49.12
Cell 4	\$ 57.57

## High Capacity DS1

Cell 1	\$ 210.00
Cell 2	\$ 225.00
Cell 3	\$ 240.00
Cell 4	\$ 270.00

High Capacity DS3, Electrical Interface \$3,130.00

High Capacity DS3, Optical Interface \$2,980.00

\*Rates and charges stated for Cells 1 through 4 correspond to the four density cell rate zones pursuant to Verizon Pennsylvania Inc. PA P.U.C. No. 302.

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**SWITCHED ACCESS SERVICE****12. RATES AND CHARGES**

12.1	<u>Switched Access - Verizon Pennsylvania, Inc. Territory (Cont'd)</u>	
12.1.3	<u>Direct-Trunked Transport</u> <u>Direct Trunked Facility</u> Per Mile, Per Month	
	Voice Grade	\$ 2.50
	High Capacity DS1	\$ 25.00
	High Capacity DS3, Electrical or Optical	\$ 180.00
12.1.4	<u>Direct-Trunked Transport</u> <u>Direct Trunked Termination</u> Per Termination, Per Month	
	Voice Grade	\$ 16.00
	High Capacity DS1	\$ 75.00
	High Capacity DS3, Electrical or Optical	\$ 900.00
12.1.5	<u>Tandem Switched Transport Facility</u> Per Access Minute Per Mile	\$0.000045
12.1.6	<u>Tandem Switched Termination</u> <u>Local Transport Termination</u> Per Access Minute, Per Termination	\$0.000195
12.1.7	<u>Tandem Switching</u> Per Access Minute Per Tandem	\$0.000983
12.1.8	<u>Tandem Switched Transport</u> Host/Remote-Fixed Per Access Minute	\$0.000195
12.1.9	<u>Tandem Switched Transport</u> Host/Remote-Per Mile Per Access Minute	\$0.000045
12.1.10	<u>Dedicated Tandem Trunk Port</u> Per Trunk, Per Month	\$ 12.00

**SWITCHED ACCESS SERVICE****12. RATES AND CHARGES****12.1 Switched Access - Verizon Pennsylvania, Inc. Territory (Cont'd)****12.1.11 Multiplexing**

Nonrecurring Charge

DS3 to DS1	\$555.00
DS1 to Voice	\$435.00

**12.1.12 Multiplexing**

Per Arrangement, Per Month

DS3 to DS1	\$500.00
DS1 to Voice	\$118.00

**12.1.13 End Office**Local Switching

Per Access Minute

The rates for End Office Local Switching are based on originating and terminating access minutes.

Per Access Minute	\$0.006212
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**12.1.14 Local Switching**Dedicated End Office Trunk Port

Per Trunk, Per Month

\$12.00

**12.1.15 Local Switching**Shared End Office Trunk Port

Per Access Minute, Per Month

\$0.0015980

**12.1.16 8YY Database Access Service**

Basic, Per Query

\$0.003089

Vertical, Per Query

\$0.000327

**12.1.17 Carrier Common Line**

Per Line or Trunk, Per Month

\$0.58



**SWITCHED ACCESS SERVICE****12. RATES AND CHARGES****12.1 Switched Access - Verizon Pennsylvania, Inc. Territory (Cont'd)****12.1.18 Additional Labor**

	First Half Hour Or Fraction	Each Add'l Half Hour Or Fraction
<u>Installation or Repair</u>		
Overtime, Per Technician Outside Normally Scheduled Working Hours and all Day Saturday	\$54.00	\$27.00
Premium Time, Per Technician All Day Sunday, Company Holidays	\$62.00	\$32.00
<u>Standby</u>		
Basic Time, Per Technician Normally Scheduled Working Hours	None	\$22.00
Overtime, Per Technician Outside Normally Scheduled Working Hours and all Day Saturday	None	\$27.00
Premium Time, Per Technician All Day Sunday, Company Holidays	None	\$32.00

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**SWITCHED ACCESS SERVICE****12. RATES AND CHARGES****12.1 Switched Access - Verizon Pennsylvania, Inc. Territory (Cont'd)****12.1.19 Testing**To First Point of Switching  
Per Transmission Path, Per Month

## Basic Automatic Scheduled Testing

1004 Hz Loss	\$0.05
C-Message Noise	\$0.05
Return Loss	\$0.10
Gain Slope	\$0.07
C-Notched Noise	\$0.07

## Cooperative Scheduled Testing

1004 Hz Loss	\$4.00
C-Message Noise	\$3.00
Return Loss	\$1.00
Gain Slope	\$2.00
C-Notched Noise	\$2.00

## Manual Scheduled Testing

1004 Hz Loss	\$7.00
C-Message Noise	\$6.00
Return Loss	\$2.00
Gain Slope	\$4.00
C-Notched Noise	\$3.00

**12.1.20 Maintenance of Service**

	First Half Hour Or Fraction	Each Add'l Half Hour Or Fraction
Basic Time, Per Technician Normally Scheduled Working Hours	\$65.00	\$22.00
Overtime, Per Technician Outside Normally Scheduled Working Hours and all Day Saturday	\$75.00	\$27.00
Premium Time, Per Technician All Day Sunday, Company Holidays	\$85.00	\$32.00

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**SWITCHED ACCESS SERVICE****12. RATES AND CHARGES**12.1 Switched Access - Verizon Pennsylvania, Inc. Territory (Cont'd)12.1.21 Presubscription

Per Line or Trunk

Primary InterLata or IntraLata Carrier

Nonrecurring Charge

\$5.00

12.1.22 Billing Name and AddressProvision of Standard Billing Detail and/or Information  
in magnetic tape format

- Per Record Accessed

\$ 0.007

- Per Special Order

\$40.00

Data Transmission to a customer's premises  
of Billing Detail

- Per Record Accessed

\$ 0.008

- Per Special Order

\$40.00

Additional Copies of customer's monthly bill  
Or service and features record in standard  
Paper format

- Per Record Accessed

\$ 0.006

- Per Special Order

\$40.00

**SWITCHED ACCESS SERVICE****12. RATES AND CHARGES**12.1 Switched Access - Verizon Pennsylvania, Inc. Territory (Cont'd)

12.1.23	<u>Switched Access Service Ordering Charge</u> Per Order	\$110.00
12.1.24	<u>Switched Access Connection Charge</u> Per Line	\$ 20.00
12.1.25	<u>Service Date Change Charge</u> Per Order	\$ 46.00
12.1.26	<u>Design Change Charge</u> Per Order	\$ 46.00

**SWITCHED ACCESS SERVICE****12. RATES AND CHARGES**12.2 Switched Access - Verizon North, Inc. Territory12.2.1 Switched Transport – Installation

Per Entrance Facility

Voice Grade 2 - Wire, Initial	\$ 795.00
Voice Grade 2 - Wire, Additional	\$ 270.00
Voice Grade 4 - Wire, Initial	\$ 795.00
Voice Grade 4 - Wire, Additional	\$ 270.00
High Capacity DS1, Initial	\$ 930.00
High Capacity DS1, Additional	\$ 300.00
High Capacity DS1, Rearrangement, First	\$ 290.00
High Capacity DS1, Rearrangement, Additional	\$ 145.00
High Capacity DS3, Initial Service Installation	\$1,800.00
High Capacity DS3, Additional Service Installation	\$1,800.00

12.2.2 Entrance Facility

Per Month

Voice Grade 2 - Wire	\$ 21.92
Voice Grade 4 - Wire	\$ 35.00
High Capacity DS1	\$ 210.00
High Capacity DS3, Electrical Interface	\$3,130.00
High Capacity DS3, Optical Interface	\$2,980.00

12.2.3 Direct-Trunked TransportDirect Trunked Facility

Per Mile, Per Month

Voice Grade	\$ 2.50
High Capacity DS1	\$ 25.00
High Capacity DS3	\$ 180.00

12.2.4 Direct-Trunked TransportDirect Trunked Termination

Per Termination, Per Month

Voice Grade	\$ 16.00
High Capacity DS1	\$ 75.00
High Capacity DS3	\$ 900.00

12.2.5 Tandem Switched Transport Facility

Per Access Minute Per Mile

\$0.000045

**SWITCHED ACCESS SERVICE****12. RATES AND CHARGES**

12.2	<u>Switched Access - Verizon North, Inc. Territory (Cont'd)</u>	
12.2.6	<u>Tandem Switched Termination</u> <u>Local Transport Termination</u> Per Access Minute, Per Termination	\$0.000195
12.2.7	<u>Tandem Switching</u> Per Access Minute Per Tandem	\$0.000983
12.2.8	<u>Dedicated Tandem Trunk Port</u> Per Trunk, Per Month	\$ 12.00
12.2.9	<u>Multiplexing</u> Nonrecurring Charge	
	DS3 to DS1	\$555.00
	DS1 to Voice	\$435.00
12.2.10	<u>Multiplexing</u> Per Arrangement, Per Month	
	DS3 to DS1	\$500.00
	DS1 to Voice	\$118.00

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**SWITCHED ACCESS SERVICE****12. RATES AND CHARGES**12.2 Switched Access - Verizon North, Inc. Territory (Cont'd)12.2.11 End OfficeLocal Switching

Per Access Minute

The rates for End Office Local Switching are based on originating and terminating access minutes.

Per Access Minute	\$0.006212
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12.2.12 Local SwitchingDedicated End Office Trunk Port

Per Trunk, Per Month	\$12.00
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12.2.13 Local SwitchingShared End Office Trunk Port

Per Access Minute, Per Month	\$0.0015980
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12.2.14 Information Surcharge

Per Access Minute, Per Month	\$0.0000
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12.2.15 8YY Database Access Service

Basic, Former GTE Territory, Per Query	\$0.0067
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Basic, Former Contel Territory, Per Query	\$0.0079
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Vertical, Former GTE Territory, Per Query	\$0.0067
---	----------

Vertical, Former Contel Territory, Per Query	\$0.0082
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12.2.16 Carrier Common Line

Per Line or Trunk, Per Month	\$0.58
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**SWITCHED ACCESS SERVICE****12. RATES AND CHARGES****12.2 Switched Access - Verizon North, Inc. Territory (Cont'd)****12.2.17 Additional Labor**

	First Half Hour Or Fraction	Each Add'l Half Hour Or Fraction
Basic Time, Per Technician Normally Scheduled Working Hours	\$38.79	\$18.25
Overtime, Per Technician Outside Normally Scheduled Working Hours and all Day Saturday	\$42.27	\$21.73
Premium Time, Per Technician All Day Sunday, Company Holidays	\$49.25	\$28.71

**12.2.18 Testing**

To First Point of Switching  
Per Transmission Path, Per Month

Automatic Scheduled Testing  
Per Transmission Path, Per Month \$0.45

Cooperative Scheduled Testing  
Per Transmission Path, Per Month

Basic Offering	\$1.72
Gain-Slope	\$0.73

Manual Scheduled Testing  
Per Transmission Path, Per Month

Basic Offering	\$3.43
Gain-Slope	\$1.46

**12.2.19 Maintenance of Service**

The rates charged by the Company for Maintenance of Service are the current rates for Additional Labor, Section 12.2.17 preceding.



**SWITCHED ACCESS SERVICE****12. RATES AND CHARGES****12.2 Switched Access - Verizon North, Inc. Territory (Cont'd)****12.2.20 Presubscription**

Per Line or Trunk

Primary InterLata or IntraLata Carrier Nonrecurring Charge	\$5.00
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**12.2.21 Billing Name and Address**

Per Call/Periodic BNA

- Billing Name and Address Found, each	\$ 0.25
- Billing Name and Address Not Found, each	\$ 0.25
- Processing Fee, Once Per Calendar Year	\$50.00
- Paper Report, Electronic Transmission, or Magnetic Tape/each	\$50.00

Data Gathering Service

- Per Record Accessed	\$ 0.18
- Processing Fee, Once Per Calendar Year	\$75.00
- Paper Report, Electronic Transmission, or Magnetic Tape/each	\$75.00

End User Validation List

- Standard Sort, Per Record Provided	\$ 0.034
- Administrative Fee - Paper Report, Electronic Transmission or Magnetic Tape/Per Request	\$78.00
Special Sort, Per Record Provided	\$ 0.054

**SWITCHED ACCESS SERVICE****12. RATES AND CHARGES**12.2 Switched Access - Verizon North, Inc. Territory (Cont'd)12.2.22 Switched Access Service Ordering Charge

Per Initial Order	\$241.62
Per Subsequent Order	234.48

12.2.23 Service Date Change Charge

Per Order	\$ 62.72
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12.2.24 Design Change Charge

Per Order	\$ 62.94
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**SWITCHED ACCESS SERVICE****12. RATES AND CHARGES**12.3 Switched Access - United Telephone Company of Pennsylvania d/b/a CenturyLink Territory12.3.1 Switched Transport – Installation

Per Entrance Facility

Voice Grade 2 - Wire	\$134.25
Voice Grade 4 - Wire	\$134.25
High Capacity DS1	\$309.00
High Capacity DS3	\$342.00
High Capacity DS3 Rearrangement	\$171.00

12.3.2 Entrance Facility

Per Month

Voice Grade 2 – Wire	\$ 40.00
Voice Grade 4 – Wire	\$ 55.00
High Capacity DS1	\$ 104.00
High Capacity DS3, Within Central Office	\$1,150.70
High Capacity DS3, 0 - 3 Miles	\$1,412.10
High Capacity DS3, Within Central Office	\$1,900.00

12.3.3 Direct-Trunked TransportDirect Trunked Facility

Per Mile, Per Month

Voice Grade	\$ 0.81
High Capacity DS1	\$ 2.00
High Capacity DS3	\$ 65.20

12.3.4 Direct-Trunked TransportDirect Trunked Termination

Per Termination, Per Month

Voice Grade, Per Month	\$ 30.00
High Capacity DS1, Per Month	\$ 70.00
High Capacity DS3, Per Month	\$375.70

12.3.5 Tandem Switched Transport Facility

Per Access Minute Per Mile

\$0.000022

**SWITCHED ACCESS SERVICE****12. RATES AND CHARGES****12.3 Switched Access - United Telephone Company of Pennsylvania d/b/a CenturyLink Territory**  
(Cont'd)

12.3.6	<u>Tandem Switched Termination</u> <u>Local Transport Termination</u> Per Access Minute, Per Termination	\$0.000449
12.3.7	<u>Tandem Switching</u> Per Access Minute Per Tandem	\$0.001438
12.3.8	<u>Common Transport Multiplexing</u> Per Access Minute	\$0.000469
12.3.9	<u>Common Trunk Port</u> Per Access Minute	\$0.000490
12.3.10	<u>Dedicated Tandem Trunk Port</u> Per Trunk, Per Month, Per DSO Per Trunk, Per Month, Per DS1	\$ 3.83 \$98.56
12.3.11	<u>Multiplexing</u> Nonrecurring Charge	
	DS3 to DS1	\$ 85.00
	DS1 to Voice	\$142.00
12.3.12	<u>Multiplexing</u> Per Arrangement, Per Month	
	DS3 to DS1	\$378.10
	DS1 to Voice	\$213.00

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**SWITCHED ACCESS SERVICE****12. RATES AND CHARGES****12.3 Switched Access - United Telephone Company of Pennsylvania d/b/a CenturyLink Territory**  
(Cont'd)**12.3.13 End Office****Local Switching**

Per Access Minute

The rates for End Office Local Switching are based on originating and terminating access minutes.

Per Access Minute

\$0.003892

**12.3.14 8YY Database Access Service**

Basic, Per Query

\$0.010288

Vertical, Per Query

\$0.001344

**12.3.15 Carrier Common Line**

Per Line or Trunk, Per Month

\$7.19

**SWITCHED ACCESS SERVICE****12. RATES AND CHARGES****12.3 Switched Access - United Telephone Company of Pennsylvania d/b/a CenturyLink Territory**  
(Cont'd)**12.3.16 Additional Labor**

	First Half Hour Or Fraction	Each Add'l Half Hour Or Fraction
Basic Time, Per Technician Normally Scheduled Working Hours	\$40.00	\$25.00
Overtime, Per Technician Outside Normally Scheduled Working Hours and all Day Saturday	\$50.00	\$35.00
Premium Time, Per Technician All Day Sunday, Company Holidays	\$60.00	\$50.00

**12.3.17 Additional Testing**To First Point of Switching  
Per Transmission Path, Per Month

## Basic Automatic Scheduled Testing

1004 Hz Loss	\$1.08
C-Message Noise	\$1.08
Return Loss	\$1.08
Gain Slope	\$1.08
C-Notched Noise	\$1.08

## Additional Cooperative Acceptance Testing

1004 Hz Loss	\$1.63
C-Message Noise	\$1.63
Return Loss	\$1.63

## Manual Scheduled Testing

1004 Hz Loss	\$2.82
C-Message Noise	\$2.82
Return Loss	\$2.82

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**SWITCHED ACCESS SERVICE****12. RATES AND CHARGES**12.3 Switched Access - United Telephone Company of Pennsylvania d/b/a CenturyLink Territory  
(Cont'd)12.3.18 Maintenance of Service

The rates charged by the Company for Maintenance of Service are the current rates for Additional Labor, Section 12.3.16 preceding.

12.3.19 Presubscription  
Per Line or Trunk

Primary InterLata or IntraLata Carrier Nonrecurring Charge	\$5.00
---	--------

12.3.20 Unauthorized Primary Interexchange Carrier Change  
Per Line or Trunk

Primary InterLata or IntraLata Carrier Nonrecurring Charge	\$5.00
---	--------

12.3.21 Billing Name and Address

Standard Billing Detail, Magnetic Tape, Per Record	ICB
Data Transmission to Customer's Premises, Per Record	ICB
Additional Copies of Customer's Bill, Paper Format, Per Page	ICB

12.3.22 Service Date Change Charge  
Per Order \$27.0012.3.23 Design Change Charge  
Per Order \$27.00

NTELOS of West Virginia Inc. d/b/a NTELOS  
COMPETITIVE ACCESS PROVIDER CARRIER  
Regulations and Schedule of Charges

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business:

NTELOS of West Virginia Inc. d/b/a NTELOS  
1154 Shenandoah Village Drive  
Waynesboro, VA 22980

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PA PUBLIC UTILITY COMMISSION  
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1154 Shenandoah Village Drive  
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**COMPETITIVE ACCESS PROVIDER SERVICE**

**LIST OF MODIFICATIONS**

**CHANGES:**

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NTELOS of West Virginia Inc. d/b/a NTELOS  
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**COMPETITIVE ACCESS PROVIDER SERVICE****CHECK SHEET**

The title page and pages 1 through 4-3 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<b><u>Page</u></b>	<b><u>Revision</u></b>	<b><u>Page</u></b>	<b><u>Revision</u></b>
Title Page	1		Original
1			Original
2			Original
3			Original
4			Original
5			Original
6			Original
7			Original
1-1			Original
1-2			Original
1-3			Original
2-1			Original
2-2			Original
2-3			Original
2-4			Original
2-5			Original
2-6			Original
2-7			Original
2-8			Original
2-9			Original
2-10			Original
2-11			Original
2-12			Original
2-13			Original
2-14			Original
2-15			Original
2-16			Original
2-17			Original
2-18			Original
2-19			Original
2-20			Original
2-21			Original
3-1			Original
3-2			Original
4-1			Original
4-2			Original
4-3			Original

\* - indicates pages included with this filing

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**COMPETITIVE ACCESS PROVIDER SERVICE**

TABLE OF CONTENTS

TITLE PAGE ..... Title Page 1

LIST OF MODIFICATIONS ..... 1

CHECK SHEET ..... 2

TABLE OF CONTENTS ..... 3

TARIFF FORMAT ..... 5

CONCURRING CARRIERS ..... 6

CONNECTING CARRIERS ..... 6

OTHER PARTICIPATING CARRIERS ..... 6

REGISTERED SERVICE MARKS ..... 6

REGISTERED TRADEMARKS ..... 6

EXPLANATION OF SYMBOLS ..... 6

REFERENCE TO OTHER TARIFFS ..... 6

APPLICATION OF TARIFF ..... 7

**1. DEFINITIONS ..... 1-1**

**2. REGULATIONS ..... 2-1**

    2.1 Undertaking of the Company ..... 2-1

    2.2 Terms and Conditions ..... 2-2

    2.3 Limitations on Liability ..... 2-5

    2.4 Credit Allowances for Interruptions in Service ..... 2-11

    2.5 Provision of Equipment and Facilities ..... 2-12

    2.6 Prohibited Uses ..... 2-13

    2.7 Specific Obligations of the Customer ..... 2-14

    2.8 Termination of Service by the Company ..... 2-16

    2.9 Termination of Service by the Customer ..... 2-16

    2.10 Termination for Cause by the Company ..... 2-17

    2.11 Payment Arrangements ..... 2-18

    2.12 Restoration of Service ..... 2-20

    2.13 Violation of Regulations ..... 2-21

**COMPETITIVE ACCESS PROVIDER SERVICE**

TABLE OF CONTENTS (Cont'd)

**3. DESCRIPTION OF SERVICE.....3-1**

3.1 Transmission Service.....3-1

3.2 Digital Channels.....3-1

3.3 Airline Mileage.....3-1

3.4 Trouble Isolation Charges.....3-1

3.5 Collocated Interconnection.....3-2

3.6 Promotional Offerings.....3-2

**4. RATES AND CHARGES.....4-1**

4.1 DS-3.....4-1

4.2 Special Construction.....4-2

4.3 Individual Case Basis.....4-3

**COMPETITIVE ACCESS PROVIDER SERVICE****TARIFF FORMAT**

- A. Sheet Numbering** – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet 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., that the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** – When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets 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 the symbols given on the symbols sheet. There will be no other symbols used on this page if these are the only changes made to it (*i.e.*, the format 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 sheet is the most current on file with the Commission.

**COMPETITIVE ACCESS PROVIDER SERVICE**

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

EXPLANATION OF SYMBOLS

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

- (C) Indicates Change
- (D) Indicates Rate Decrease
- (I) Indicates Rate Increase

REFERENCE TO OTHER TARIFFS

Whenever reference is made in this tariff to other tariffs, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof.

The following tariffs are referenced in this tariff and may be obtained from the Federal Communications Commission:

National Exchange Carrier Association, Inc.  
Wire Center Information  
Tariff F.C.C. No. 4

**COMPETITIVE ACCESS PROVIDER SERVICE**

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate competitive access services by the Competitive Local Exchange Carrier (CLEC) operations of NTELOS of West Virginia Inc. d/b/a NTELOS (hereinafter "the Company"). Services supplied to Customers are for origination and termination of traffic to and from the facilities and wire centers of the Company located within the Commonwealth of Pennsylvania.

The Company is a facilities based provider of wholesale competitive access services. Service is offered via the Company's facilities or in combination with transmission facilities of other companies. The dedicated high-speed digital service provided includes the furnishing of intrastate interLATA and intraLATA Dedicated Telecommunications services in connection with one-way and/or two-way information transmission originating from nonresidential user points within the Commonwealth of Pennsylvania. Company may also lease its dedicated and private line communications infrastructure to enterprise customers for high-bandwidth, secure voice, video and data networks.

## COMPETITIVE ACCESS PROVIDER SERVICE

### 1. DEFINITIONS

Certain terms used generally throughout this tariff for the competitive access services of this Company are defined below.

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

Access Services - The Company's intrastate communications services offered pursuant to this tariff.

Application for Service - An application that includes all pertinent billing, technical and other descriptive information that will enable the Company, NTELOS of West Virginia Inc. d/b/a NTELOS, to provide the specified communications services.

Authorized User - A person, firm, corporation or other entity authorized by the Customer to receive or send communications. Where the term "Customer" is used throughout this Tariff it is considered to also include an Authorized User.

Channel or Circuit - A communications path or paths between two or more points Commission - Pennsylvania Public Utility Commission.

Company - NTELOS of West Virginia Inc. d/b/a NTELOS

Customer - The person, firm, corporation, or other entity which orders service under this Tariff and which is responsible for the payment of charges and for compliance with the Company's regulations.

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

Data - The term "Data" denotes the representation of information as characters that are in a digital or analog form and to which meaning can be assigned.

DS-3 - Digital Signal Level 3 service, a 44.735 Mbps signal.

Expedite - A service description plus the accompanying installation or change to related circuits processed in a time period shorter than Company's standard service interval, upon request by a Customer.

FCC - Federal Communications Commission



## COMPETITIVE ACCESS PROVIDER SERVICE

### 1. **DEFINITIONS** (Cont'd)

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Installation - The connection of a circuit, dedicated access line, or port for a new service, a change of service, or an additional service.

Installation Charge - A non-recurring charge made at the time of installation of communications service which may apply in place of or in addition to service charges and other applicable charges for service or equipment.

Interruption - A condition whereby the service or portion of service is inoperative, beginning at the time of notice by the Customer to Company that such service is inoperative, and ending at the time of restoration.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Network - Refers to the Company's facilities, equipment, and services provided under this Tariff.

Nonrecurring Charge - A one-time charge associated with a specific item of equipment or service. This charge applies to installation and to subsequent modifications.

On-Net - An originating or terminating point on Company owned facilities

Physical Change - The modification of an existing circuit at the request of a Customer and requiring some physical change or re-termination.

Premises - The space designated by a Customer at its, or its Authorized User's, place or places of business for termination of Company service whether for the Customer's or its Authorized User's communications needs.

## COMPETITIVE ACCESS PROVIDER SERVICE

### 1. DEFINITIONS (Cont'd)

**Service Commencement Date** - The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

**Service Order** - The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

**Service Order Cancellation** - A Customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to commencement of service.

**Service Point of Demarcation** - The location or locations where the Company's equipment is interconnected with the facilities provided by the Customer.

**COMPETITIVE ACCESS PROVIDER SERVICE**

**2. REGULATIONS**

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish dedicated point to point access in accordance with the terms and conditions set forth in this Tariff.
- 2.1.2 The Company installs, operates, and maintains the *communications* services provided under this Tariff in accordance with the terms and conditions set forth under this Tariff. When authorized by the Customer, Company may at its option act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, as required in the Commission's rules and orders, to allow connection of a Customer's location to the Company network.
- 2.1.3 The obligation of the Company to furnish service is conditioned upon its ability to secure and retain suitable facilities and is subject to the provisions of this Tariff. The Company reserves the right to limit or to allocate the use of existing facilities or additional facilities offered by the Company, when necessary, because of a lack of facilities or due to any other cause beyond the Company's control.
- 2.1.4 Customers and users may use services and facilities provided under this Tariff to obtain access to services offered by other service providers. The Company shall only be responsible for installation, operation and maintenance of the service it provides and the Company 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 communicate with its own customers.
- 2.1.5 The Company reserves the right, upon written notice, to discontinue furnishing service when necessitated by conditions beyond its control, legal requirements, changes in law or lawful governmental orders or proceedings or when a Customer is using the service in violation of the provisions of this Tariff, an Individual Case Basis ("ICB") arrangement, or applicable law.

## COMPETITIVE ACCESS PROVIDER SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.2 Terms and Conditions

##### 2.2.1 Hours of Service; Service Period

Service is furnished twenty-four (24) hours per day, seven (7) days per week. The minimum service period for services offered in this Tariff is twelve (12) months. For the purpose of computing charges in this Tariff, a month is considered to have 30 days. All services for periods longer than one (1) year will be provided on an individual case basis.

##### 2.2.2 Service Orders

Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

##### 2.2.3 Expiration of Service Order

At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

##### 2.2.4 Choice of Law

This Tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania regardless of its choice of laws provision.

Any portions of this tariff which are inconsistent with 52 PA Code will be deemed inoperative.

**COMPETITIVE ACCESS PROVIDER SERVICE****2. REGULATIONS (Cont'd)****2.2 Terms and Conditions (Cont'd)****2.2.5 Installation**

The charges set forth in this Tariff contemplate installations made at the Company's or Customer's office, plant or work area premises during the hours of 8 AM. to 5:00 PM and under normal non-hazardous working conditions. 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.

**2.2.6 Inspection and Testing**

- (A) The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation or maintenance of Customer or Company equipment. The Company may interrupt the service at any time, without liability to Company, because of Customer's departure from any of the Tariff requirements.
- (B) 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 this corrective action and notify the Company of the action taken. 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.
- (C) Upon reasonable notice, the channels provided by Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption credit allowance as set forth in this Tariff will be granted for the time during which such tests and adjustments are made. The Company may interrupt the service at any time, without liability, because of Customer's departure from any of the rules and regulations in this Tariff.

**COMPETITIVE ACCESS PROVIDER SERVICE**

**2. REGULATIONS (Cont'd)**

2.2 Terms and Conditions (Cont'd)

2.2.7 Continuity of Service

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.

2.2.8 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. The Customer shall not have, nor shall it assert any right, title or interest in, any facilities and equipment provided by the Company hereunder. Equipment furnished by Company shall be returned to Company whenever requested, within a reasonable period following the request, in good order subject to normal wear and tear.

2.2.9 Transfers and Assignments

The Customer may not assign or transfer its rights or duties in connection with the services and facilities provided by Company without the written consent of Company.

2.2.10 Use of Service or Channels for Unlawful Purpose.

The services and channels of Company are furnished subject to the condition that they will not be used for any unlawful purpose.

2.2.11 Conflict between Tariff and Service Order

Except as provided for in Section 4.3 herein, any conflict between the Tariff and any Service Order shall be resolved in favor of the Tariff.

## COMPETITIVE ACCESS PROVIDER SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.3 Limitations on Liability

##### 2.3.1. Indemnification and Limits on Liability

- (A) Except where the Commission, for good cause shown, determines otherwise, the Customer and any authorized or joint users, jointly and severally, shall indemnify, defend and hold harmless the Company and the Company shall not be liable for any claims, loss, damage or expenses involving:
- 1) Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with the Service or facilities provided by the Company; or (c) common carriers, warehousemen or middle men;
  - 2) Any unlawful or unauthorized use of the Company's facilities and Service or the use of the Company's facilities and/or Service in violation of this Tariff;
  - 3) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications or information by means of Company-provided facilities or Service, or by means of the combination of Company provided facilities or Service with Customer-provided facilities or services;

## COMPETITIVE ACCESS PROVIDER SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.3 Limitation on Liability (Cont'd)

##### 2.3.1 Indemnification and Limits on Liability (Cont'd)

- 4) Any infringement, breach 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, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, 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 emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them;
- 5) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.4;
- 6) Defacement of or damage to Customer premises resulting from the furnishing of Service or equipment on such premises or the installation or removal thereof;



**COMPETITIVE ACCESS PROVIDER SERVICE**

**2. REGULATIONS (Cont'd)**

**2.3 Limitations on Liability (Cont'd)**

**2.3.1 Indemnification and Limits on Liability (Cont'd)**

- 7) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the Company's facilities;
- 8) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 9) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 10) Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of Service functionality or interruption of electric service to Customer's premises;
- 11) Any non-completion of calls due to network busy conditions or network failures; except as provided in section 2.4;
- 12) Any calls not actually attempted to be completed during any period that Service is unavailable;
- 13) Blockages by other providers of services on the public switched network;

**COMPETITIVE ACCESS PROVIDER SERVICE**

2. **REGULATIONS** (Cont'd)

2.3 **Limitations on Liability** (Cont'd)

2.3.1 **Indemnification and Limits on Liability** (Cont'd)

- 14) Any damage to CPE resulting from use of that system with the Service;  
and
  - 15) Breach in the privacy or security of communications transmitted over  
the Company's facilities.
- (B) The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer provided equipment or facilities or Service provided by the Company.
- (C) The Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.
- (D) The Company assumes no responsibility for the availability or performance of any systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

**COMPETITIVE ACCESS PROVIDER SERVICE**

**2. REGULATIONS (Cont'd)**

**2.3 Limitations on Liability (Cont'd)**

**2.3.1 Indemnification and Limits on Liability (Cont'd)**

- (E) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- (F) 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 or fitness for a particular use, except those expressly set forth herein.
- (G) The Company will not be liable for any charge incurred when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls.
- (H) When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

**COMPETITIVE ACCESS PROVIDER SERVICE****2. REGULATIONS (Cont'd)****2.3 Limitations on Liability (Cont'd)****2.3.1 Indemnification and Limits on Liability (Cont'd)**

- (I) THE INCLUDED EXCULPATORY LANGUAGE DOES NOT CONSTITUTE A DETERMINATION BY THE COMMISSION THAT A LIMITATION OF LIABILITY IMPOSED BY THE COMPANY SHOULD BE UPHELD IN A COURT OF LAW. ACCEPTANCE FOR FILING BY THE COMMISSION RECOGNIZES THAT IT IS A COURT'S RESPONSIBILITY TO ADJUDICATE NEGLIGENCE AND CONSEQUENTIAL DAMAGE CLAIMS. IT IS ALSO THE COURT'S RESPONSIBILITY TO DETERMINE THE VALIDITY OF THE EXCULPATORY CLAUSE.

**2.3.2 Liability of the Company**

- (A) Except as otherwise stated in this Tariff, liability of the Company for damages arising out of either (I) the furnishing of its Service, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Service, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.4, following.
- (B) Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.4, following, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service, including the inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

**COMPETITIVE ACCESS PROVIDER SERVICE****2. REGULATIONS (Cont'd)****2.4 Credit Allowances for Interruptions in Service**

Credit allowances for interruption of Service which is not due to the Company's inspection or testing, to the negligence or willful misconduct of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this Tariff.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, the Customer shall ascertain that the trouble is not within its control, or is not in wiring or equipment, if any, furnished by the Customer. Credit allowance for failure of service starts when Customer notifies Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer. Credits must be requested by the Customer in writing within thirty (30) days after the interruption and may be applied to any amounts then owed by the Customer to the Company.

For the purposes of credit computation, every month shall be considered to have thirty (30) days. The Customer shall be credited for an interruption of twenty-four (24) hours or more at the rate of 1/30th of the monthly recurring charge for the services affected for each day or fraction thereof that the interruption continues. No credit shall be given for an interruption of less than twenty-four (24) hours. Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period in which the service provided by the Company was rendered useless or substantially impaired.

Without limiting any other provision of this Tariff, no credit allowance will be made for

- (A) interruptions due to the cause of, negligence of, or noncompliance with the provisions of this Tariff by the Customer;
- (B) interruptions of service during any period in which the Company is not given full and free access by the Customer to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (C) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (D) interruption of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (E) interruption of service during a time period in which the Company provides a satisfactory replacement service.

**COMPETITIVE ACCESS PROVIDER SERVICE****2. REGULATIONS** (Cont'd)**2.5 Provision of Equipment and Facilities**

- 2.5.1 The Company shall 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.
- 2.5.2 The Company shall use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.5.3 The Company may substitute, change or rearrange any equipment or facility at reasonable times, but shall not thereby alter the technical parameters of the service provided to the Customer.
- 2.5.4 Equipment the Company provides or installs at the customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- 2.5.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.5.6 The Company shall not be responsible for the installation, operation, or maintenance of any customer-provided communications 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:
- (A) the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or
  - (B) the reception of signals by customer provided equipment.

**COMPETITIVE ACCESS PROVIDER SERVICE**

**2. REGULATIONS (Cont'd)**

**2.5 Provision of Equipment and Facilities (Cont'd)**

2.5.7 Subject to the arrangements of the Company and to all of the regulations contained in this Tariff, special construction may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (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 service;
- (C) Over a route other than that which the Company would normally utilize in furnishing of its services;
- (D) In a quantity greater than that which the Company would normally construct;

**2.6 Prohibited Uses**

- 2.6.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.6.2 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's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.6.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

**COMPETITIVE ACCESS PROVIDER SERVICE****2. REGULATIONS (Cont'd)****2.7 Specific Obligations of the Customer**

2.7.1 The Customer shall be responsible for, unless otherwise specifically negotiated by the Customer and the Company:

- (A) payment of all charges for services in accordance with this Tariff.
- (B) reasonable care for the equipment of Company on the Customer's premises;
- (C) without cost to Company, the power required to operate Company's equipment installed on the premises of the Customer;
- (D) space, heating and cooling, conduit, electrical wiring and power outlets for safe operation of Company's equipment located on the premises of the Customer;
- (E) access to the Customer's premises for tests and inspection of services and/or maintenance of Company's equipment at a time agreeable to both the Company and the Customer. No credit allowance will be made for the period during which the service may be interrupted for such purposes;
- (F) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (G) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of facilities and equipment used to provide Services to the Customer from the property line to the location of the equipment space. Any and all costs associated with obtaining and maintaining 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, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;



## COMPETITIVE ACCESS PROVIDER SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.7 Specific Obligations of the Customer (Cont'd)

- (H) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;
  - (I) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities.
- 2.7.2 The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with Company facilities.
- 2.7.3 The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection unless otherwise specifically negotiated by the Customer and the Company.
- 2.7.4 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

**COMPETITIVE ACCESS PROVIDER SERVICE****2. REGULATIONS (Cont'd)****2.8 Termination of Service by the Company**

- 2.8.1 In the event that service is terminated by Company pursuant to Sections 2.10 or 2.13 of this Tariff, or that service is terminated by the Customer for convenience, the Customer shall be responsible for all charges and expenses incurred to the date of termination.
- 2.8.2 Termination Liability In the event that the Customer terminates service prior to the expiration of the term of the Service Order or Company terminates service pursuant to the provisions of this Tariff, the Customer shall be liable to Company for:
- (A) all unpaid *non-recurring* charges reasonably expended by the Company to establish service to the Customer; plus
  - (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
  - (C) all recurring charges specified in the applicable Service Order incurred prior to disconnection, cancellation or termination, plus
  - (D) the number of months or portion of month remaining within the term of the Service Order, times the then current monthly charge or pro-rata monthly charge payable on the effective date of Customer termination or Company cancellation.

These charges shall become due and owing as of the effective date of the cancellation or termination. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of service order shall survive such termination.

**2.9 Termination of Service by the Customer**

- 2.9.1 A Customer may cancel service upon 30 days written notice to the Company. Notices will be deemed received upon actual receipt by the Company. The Customer shall retain responsibility for service and equipment charges until the day and time on which service is requested to be discontinued, subject to the provisions of Section 2.8. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and service rendered.
- 2.9.2 If, based on an order by a Customer, any construction has begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by the Customer and Customer shall reimburse the Company for such expenses and costs.

**COMPETITIVE ACCESS PROVIDER SERVICE****2. REGULATIONS (Cont'd)****2.10 Termination for Cause by the Company**

- 2.10.1 Upon a violation of any law or of the provisions governing the furnishing of service under this Tariff, Company may, without incurring liability, immediately cease the furnishing of such service.
- 2.10.2 Upon nonpayment of any sum owing to Company, Company may, without incurring liability, cease the furnishing of all services upon seven (7) days written notice to Customer. Notice will be deemed received upon actual receipt by the Customer. In the event Company ceases service, Customer shall incur the termination charges as specified in Section 2.8, as well as all reasonable costs of collection.
- 2.10.3 With notice, the Company may disconnect service to any customer for any reason stated below:
- (A) for failure of the Customer to meet the Company's deposit and credit requirements;
  - (B) for failure of the Customer to make proper Application for Service;
  - (C) for the Customer's violation of any of the Company's rules on file with the Commission;
  - (D) when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction;
  - (E) for failure of the Customer to provide the Company reasonable access to its equipment and property;
  - (F) for the Customer's breach of the contract for service between the Company and the Customer;
  - (G) for failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the Company as a condition of obtaining service; or
  - (H) in the event of tampering with the Company's equipment; or
  - (I) in the event of a condition determined to be hazardous to the Customer, to other customers of the Company, to the Company's equipment, the public, or to employees of the Company.

**COMPETITIVE ACCESS PROVIDER SERVICE****2. REGULATIONS (Cont'd)****2.11 Payment Arrangements****2.11.1 Payment for Service**

The Customer is responsible for payment of all charges for facilities and services furnished to the Customer. Charges for installations, physical changes, expedites, or for cancellation of orders are payable upon completion. If, because of any such activity a non-Company carrier or supplier levies additional charges, these charges shall be passed on to the Customer. Recurring charges are billed in advance of the month in which the service is provided.

**2.11.2 Billing and Collection of Charges**

The Company shall render a bill during each billing period to every Customer. The billing period shall be monthly. Non-recurring charges are due and payable from the Customer within (30) days after the invoice date, unless otherwise agreed to in advance. Billing will be payable upon receipt.

- (A) Except as otherwise provided in subdivision (B) of this Section, interest at the rate of 1.5% per month (unless proscribed by law, in which event, at the highest rate allowed by law) will accrue upon any unpaid amount commencing thirty (30) days after the date of billing.
- (B) For billing and collection purposes, every month is considered to have thirty (30) days.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, service will be furnished and billed on a pro rata basis.

Billing and collection services may be provided by the Company or provided by others including the Customer's local exchange carrier on behalf of the Company. When billing and collection are the responsibility of the local exchange carrier or party other than the Company, Company shall assume no liability for any injury arising from the local exchange carrier's or other party's billing and collection practices. Payments owing by Customer under this Tariff may be offset so that only the net amount shall be paid by the Customer during the relevant period.

**COMPETITIVE ACCESS PROVIDER SERVICE****2. REGULATIONS (Cont'd)****2.11 Payment Arrangements (Cont'd)****2.11.3 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. Advance payment may be required by the Company for the construction of facilities and furnishing of special equipment for temporary service for short-term use. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. An advance payment may be required in addition to a deposit.

**2.11.4 Deposits**

The Company may require Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment. The deposit will not exceed an amount equal to two months estimated charges for a service. Company retains the right to request Customer to submit to Company updated financial information to ensure Customer's creditworthiness. Company may also require an additional deposit during the term of a Service Order based on changed circumstances. In addition, to satisfy Customer's payment responsibilities under the Tariff, Company may require Customer to provide and maintain in effect during the term of any Service Order a confirmed, irrevocable letter of credit or other alternative form of security proposed by and acceptable to Company that is consistent with commercial practices and that adequately protects Company against the risk of Customer's non-payment. When a service is discontinued, the amount of a deposit, plus interest, will be applied to the Customer's account and any credit balance remaining will be refunded. Interest is paid on all deposits at a rate of six (6) percent per annum.

**COMPETITIVE ACCESS PROVIDER SERVICE****2. REGULATIONS (Cont'd)****2.11 Payment Arrangements (Cont'd)****2.11.5 Surcharges and Taxes**

The Customer is responsible for the payment of any local, state or federal sales, excise, access or other surcharges or taxes imposed on or based upon the provision, sale or use of services provided pursuant to this Tariff, unless otherwise exempt as a matter of law.

**2.11.6 Disputed Bills**

All bills are presumed accurate, and shall be absolutely binding on the Customer unless Company receives objection from the Customer within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may take the following course of action within thirty (30) days of the billing date

- (A) First, the Customer may request, and Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- (B) Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Company, the Customer may file an appropriate complaint with the Pennsylvania Public Utility Commission. The Commission's address is:

Pennsylvania Public Utility Commission  
Bureau of Consumer Services  
P. O. Box 3265  
Harrisburg, PA 17105-3265  
1-800-692-7380

In the case of a billing dispute which cannot be settled with mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection.

- 2.11.7 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

**2.12 Restoration of Service**

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**COMPETITIVE ACCESS PROVIDER SERVICE****2. REGULATIONS (Cont'd)****2.13 Violation of Regulations**

Where any Customer-provided equipment and/or communications system is used with Company's facilities in violation of the provisions of this Tariff, the Company will take such immediate action as may be necessary for its protection and will promptly notify the Customer of the violation. The Customer shall discontinue such use of equipment or communications systems which it provides, or shall correct the violation and confirm in writing to the Company within ten (10) days following notice of violation from 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 Company within the time stated above shall result in suspension of the Customer's service until such time as the Customer complies with the provisions of this Tariff.

**COMPETITIVE ACCESS PROVIDER SERVICE****3. DESCRIPTION OF SERVICE****3.1 Transmission Service**

Transmission Service is offered via the Company's facilities for the transmission of one-way and two-way communications.

**3.2 Digital Channels**

Digital channels over the Company's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

44.736 Mbps (DS-3)

**3.3 Airline Mileage**

Airline mileage, used in conjunction with the rates in Section 4, is obtained using the "V" and "H" coordinates assigned to each point as set forth in the National Exchange Carrier Association Tariff FCC No. 4. The calculation is generally defined as the square root of the sum of the squares of the differences between the "V" and "H" coordinates, divided by 10. Any fractional miles are rounded to the next whole mile before rates are applied.

**3.4 Trouble Isolation Charges**

The Trouble Isolation Charge applies for time spent on a Customer's premises by a Company employee or its agent during which it is determined that a service difficulty or trouble reported results from Customer-provided terminal equipment and/or communications systems.

When a Customer reports trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until the work is completed.

Failure of Company personnel to find trouble in the Company's facilities will result in no charge if the trouble is actually in those facilities but not discovered at that time. The Customer may be responsible for payment of charges when the Company dispatches personnel to the Customer's premises and the trouble is in equipment or communications systems provided by other than the Company.

Charges will be made at the Company's current labor rates including appropriate overheads and are subject to overtime and premium time for work outside of normal Company hours. Charges will be based on a minimum of four hours.



### COMPETITIVE ACCESS PROVIDER SERVICE

#### 3. DESCRIPTION OF SERVICE

##### 3.5 Collocated Interconnection

The Company will make available both virtual and physical collocations subject to the availability of space and the absence of other technical or legal limitations.

The rates and charges associated with collocation will be determined on an individual case basis.

##### 3.6 Promotional Offerings

The company may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing subscriber awareness of a particular tariff offering. These offerings may be limited to certain dates, times, and/or locations and may be available, if at all, on an individual case basis.

All promotional offerings will be filed as tariff supplements with the Pennsylvania Utility Commission on at least one day's notice prior to the actual offering to customers.

**COMPETITIVE ACCESS PROVIDER SERVICE****4. RATES AND CHARGES****4.1 DS-3**

DS-3 service is a digital transmission facility of 44.736 Mbps. This service supports voice, analog data, digital data, and video. Service is available 24 hours per day, seven days per week.

Rates per circuit: (for circuits where point of origination and termination are on-net)

Nonrecurring Installation, per circuit	\$1,000.00
Monthly Recurring:	
Channel Termination, per termination	\$2,500.00
Channel Mileage Fixed, per circuit	\$ 500.00
Channel Mileage Facility, per mile	\$ 150.00

**COMPETITIVE ACCESS PROVIDER SERVICE****4. RATES AND CHARGES****4.2 Special Construction****4.2.1 Basis for Rates and Charges**

Rates and charges for special construction will be based on the costs incurred by the Company and may include non-recurring type charges (applied on a time and materials basis), recurring type charges, termination liabilities, or combinations thereof.

**4.2.2 Basis for Cost Computation**

The costs referred to in 4.2.1 may include one or more of the following items to the extent that they are applicable:

- (A) costs associated with the installation of the facilities to be provided, including estimated costs for the rearrangements of existing facilities, including cost of:
  - 1) equipment and materials provided or used,
  - 2) engineering, labor and supervision,
  - 3) transportation, and
  - 4) rights-of-way;
- (B) cost of maintenance;
- (C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- (D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (E) license preparation, processing and related fees;
- (F) tariff preparation, processing and related fees;
- (G) any other identifiable costs related to the facilities provided; or
- (H) an amount for return and contingencies.

**COMPETITIVE ACCESS PROVIDER SERVICE****4. RATES AND CHARGES****4.3 Individual Case Basis**

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an Individual Case Basis ("ICB"). Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual Customer contracts.

Rates and terms for services that the Company offers to Customers may vary depending on a number of factors, which may include:

- length of circuit(s)
- volume and/or term commitments
- varying equipment types and configurations
- special construction
- type of service(s)
- cost differences (labor, taxes, fees paid to LEC for interconnection, etc.)
- customer-specific billing arrangements
- other miscellaneous fees and charges (e.g. rights-of-way charges, franchise fees and building rights-of-way costs, etc.)
- market conditions and/or competitive considerations
- availability of existing facilities

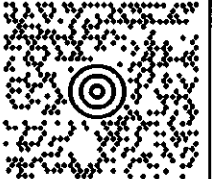



However, unless otherwise specified in the individual Customer contract, the terms, conditions, obligations and regulations set forth in this tariff other than this Section 4 shall be incorporated into, and become part of, said contract, and shall be binding on Company and Customer.

Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis. In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing or maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option. ICB rates shall be filed with the Commission upon request.

**UPS CampusShip: View/Print Label**

- 1 **Print the label(s):** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
- 2 **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
- 3 **GETTING YOUR SHIPMENT TO UPS**
  - Customers without a Daily Pickup**
    - o Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
    - o Hand the package to any UPS driver in your area.
    - o Take your package to any location of The UPS Store<sup>®</sup>, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot<sup>®</sup> or Staples<sup>®</sup>) or Authorized Shipping Outlet near you. Items sent via UPS Return Services<sup>SM</sup> (including via Ground) are also accepted at Drop Boxes.
    - o To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.
  - Customers with a Daily Pickup**
    - o Your driver will pickup your shipment(s) as usual.

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MARTY KLUH 301-459-7590 JOHN STAURULAKIS, INC. 7852 WALKER DR. STE 200 GREENBELT MD 20770	12 LBS	1 OF 1
<b>SHIP TO:</b> MR. JAMES J. MCNULTY, SECRETARY PENNSYLVANIA PUBLIC UTILITIES COMM COMMONWEALTH KEYSTONE BUILDING 2ND FLOOR 400 NORTH STREET HARRISBURG PA 17120-0093		
	<b>PA 171 9-20</b> 	
<b>UPS NEXT DAY AIR</b>		<b>1</b>
TRACKING #: 1Z 279 799 01 9001 8816		
		
BILLING: P/P		
Reference # 1: NTELOS Compliance Tariff Filings		 TM
CS 12.0.23. WXP1E70 99.0A 01/2010		