

COMPETITIVE LOCAL EXCHANGE CARRIER  
SWITCHED ACCESS TARIFF  
SCHEDULE OF RATES AND CHARGES  
WITH RULES AND REGULATIONS APPLICABLE TO  
ACCESS SERVICES PROVIDED BY  
LAUREL HIGHLAND TELEPHONE COMPANY  
WITHIN THE TERRITORIES SERVED BY  
VERIZON PENNSYLVANIA INC.,  
VERIZON NORTH INC.,  
AND  
UNITED TELEPHONE COMPANY, d/b/a SPRINT

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Issued: October 14, 2005

Effective: October 15, 2005

James J. Kail  
General Manager and CEO  
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4157 Main St., P.O. Box 168  
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COMPETITIVE LOCAL EXCHANGE CARRIER

INTRASTATE SWITCHED ACCESS SERVICES

ISSUING CARRIER

LAUREL HIGHLAND TELEPHONE COMPANY

CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

This tariff contains the terms and conditions generally applicable to competitive telecommunications services furnished by Laurel Highland Telephone Company herein after referred to as "Laurel Highland" or "Company".

The services listed herein may be provided by means of fiber or copper wire, microwave or any other suitable technology or a combination thereof.

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INTRASTATE TELECOMMUNICATIONS ACCESS SERVICES  
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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

- (C) - to signify changed regulation.
- (D) - to signify a rate decrease
- (I) - to signify a rate increase.

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DEFINITIONS

Channel –

A path for transmission between two or more points, the path having a bandwidth and termination of the customer's choosing.

Channel Termination –

(CT) Channel Termination provides for the communications path between customer-designated premises and the serving wire center of that premise or for the communications path between customer designated premises and the Company's hub.

Channel Mileage Facility –

(CMF) Distance sensitive telecommunications path measured between serving wire centers.

Commission –

The Pennsylvania Public Utility Commission.

Customer –

Any person, firm, partnership, corporation or other entity or a group thereof which uses service under the terms and conditions of this tariff and is responsible for the payment of charges.

Customer Interface –

The equipment or electrical termination where the local access ends and the customer equipment and responsibility begins.

DCS –

A digital cross-connect system is a digital device used for routing and switching DSO lines among multiple digital channels.

Dedicated Transport –

A method for a customer to connect two locations of its choice using non-switched services.

DEFINITIONS

Due Date –

The date which service is expected to be operational.

End User –

Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff through arrangements with the customer.

End User Access -

End User Access provides for the use of an End User Common Line (EUCL). The Company will provide End User Access for use of an EUCL for interstate Access Services.

Half-Duplex –

The non-simultaneous transmission of signals in both directions.

Hertz –

The frequency unit equivalent to one cycle per second.

Immediately Available Funds –

Funds which are available for use by the receiving party on the same day on which they are received and include U.S. coins, and U.S. Postal Money Orders.

Individual Case Basis –

The term “Individual Case Basis” (ICB) denotes a condition where the regulations (if applicable), rate and charges for an offering under the provision of this tariff are developed on the circumstances in each case.

Interface –

The interconnection between two pieces of equipment or systems. The definition includes the type, quantity, and function of the interconnecting circuits and the type and form of the signals to be interchanged via those circuits.

LEC –

Local Exchange Carrier

Local Access –

The portion of the service between a customer premise and a Company designated operating center.

Multiplexing/MUXING/MUX –

The sequential combining of lower bit or data rate Private Line Services onto a higher bit or data rate Private Line Service for more efficient facility capacity usage.

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DEFINITIONS

On-net Facility –

Company provided network facilities and fiber optic cable to a customer's premises.

Operating Center –

A facility or site where the Company aggregates circuit requirements of its customers.

Point of Presence –

The physical point of interconnection between communications system.

Premises –

The physical space designated by the customer for the termination of the Company's services.

Service –

Any and all benefit(s) or function(s) provided to or obtained by a customer, and end user or third party from the Company which is described in this tariff as modified from time-to-time.

Special Access –

Service that provides the communications path between two or more customer designated premises, a customer designated premises and a serving wire center or a customer designated premises and Company hub.

Special Access Transport –

Transport provides for the transmission facilities between the serving wire centers associated with two customer designated premises, between the serving wire centers associated with the customer designated premises and the Company hub or between two telephone company hubs.

Term Agreement –

A method of purchasing the Company's services whereby the customer agreed to purchase service between specific locations for a specified and mutually agreed upon length of time.

Terminal Equipment –

Telecommunications devices, apparatus and associated wiring on the customer-designated premises.

## TERMS AND CONDITIONS

2. Terms and Conditions

2.1 Unless otherwise specified herein, the terms and conditions will be those found in the Company's Switched Access Service Tariff, Terms and Conditions Section.

2.2 Supply to Separate Premises and Resale

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 FCC regulations, policies, orders, and decisions.

2.3 Transfer or Assignment of Service

2.3.1 The customer may not transfer or assign the use of service, except with the express written consent of the Company. Such transfer or assignment shall apply where there is no interruption of the use or location of the service.

2.3.2 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.4 Obligation and Liability of the Company

## 2.4.1 Availability of Facilities

The Company's obligation to furnish telephone service is dependent upon its ability to secure suitable facilities and to provide such service without unreasonable expense.

## TERMS AND CONDITIONS

2. Terms and Conditions2.4 Obligation and Liability of the Company (Cont'd)

## 2.4.2 Interruption of Service

In the event a customer's service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for 48 hours or longer and after access to the premises is made available and after being reported to be out of order, appropriate adjustment or refunds shall be made to the customer. The amount of adjustment shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The adjustment to the customer shall be the pro rata part of the month's flat rate charges for the period of days and portion of the service facilities rendered useless or inoperative. A credit allowance equal to 1/30th of the monthly rate for effected service(s) shall apply for each 24 hours, or major fraction thereof, during which the interruption continues and after the Company receives notice. The allowance will be accomplished by a credit on a subsequent bill for services.

## 2.4.3 Transmitting Messages

The Company does not undertake to transmit messages, but rather offers the use of its facilities, where available, for communication between parties subject to the conditions specified in the tariff.

## 2.4.4 Defacement of Premises

The Company will make a reasonable effort to leave the customer's property in the same condition as it was found in prior to any Company work. The Company will repair or replace any defacement or damage of property due to installation, existence, or removal of Company property when the damage is the result of negligence of the Company.

## 2.4.5 Maintenance and Repairs

The Company shall bear the expense of all repair and maintenance of its facilities, except where damage or destruction of its facilities are due to the acts or omissions of the customer. The customer may not rearrange, remove, or disconnect any Company facilities without consent of the Company.

## TERMS AND CONDITIONS

2. Terms and Conditions2.4 Obligation and Liability of the Company (Cont'd)

## 2.4.6 Liability of Company

2.4.6.1 In view of the fact that the customer has exclusive control of his communications over the facilities furnished by the Company, and of the other uses for which facilities may be furnished by the Company, and because of unavoidable errors incident to the services and to the use of such facilities of the Company, the service and facilities furnished by the Company are subject to the following terms, conditions and limitations.

2.4.6.1.1 LIMITATIONS: NO LIABILITY SHALL ATTACH TO THE COMPANY FOR DAMAGES ARISING FROM ERRORS, MISTAKES, OMISSIONS, INTERRUPTIONS, OR DELAYS OF THE COMPANY, ITS AGENTS, SERVANTS OR EMPLOYEES, IN THE COURSE OF ESTABLISHING, FURNISHING, REARRANGING, MOVING, TERMINATING, OR CHANGING THE SERVICE OR FACILITIES (INCLUDING THE OBTAINING OR FURNISHING OF INFORMATION IN RESPECT THEREOF OR WITH RESPECT TO THE CUSTOMERS OR USERS OF THE SERVICE OR FACILITIES) IN ABSENCE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

2.4.6.1.2 Transmission: The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties, each of whom is present at a telephone. The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.

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## TERMS AND CONDITIONS

2. Terms and Conditions2.4 Obligation and Liability of the Company (Cont'd)

## 2.4.6 Liability of Company (Cont'd)

## 2.4.6.1 (Cont'd)

2.4.6.1.3 Connection With Other Telephone Companies: When lines of other companies are used in establishing connection to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies and their agents, servants, or employees.

2.4.6.1.4 Defacement of Premises: The Company shall not be liable for any defacement of, or damage to, customer's premises resulting from the existence of the Company's instruments, apparatus, or wiring, on such premises, or caused by the installation or removal, when such defacement or damage is not the result of negligence of the Company.

2.4.6.1.5 Maintenance and Repair: All ordinary expense of maintenance and repair in connection with service provided by the Company is borne by the Company unless otherwise specified.

2.4.6.1.6 Hazardous or Inaccessible Locations: In areas the Company considers hazardous or inaccessible to its employees, the customer may be required to furnish, install and maintain the facilities or equipment. Such installations must meet Company specifications and the rules which apply to customer-provided equipment.

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## TERMS AND CONDITIONS

2. Terms and Conditions2.5 Liability of the Customer

The customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

2.5.1 Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and

2.5.2 Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the customer; and

2.5.3 All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the customer, or the customer's agents, or end users in connection with any service or facilities or equipment provided by the Company.

2.6 Continuity of Service

2.6.1 The Company may, upon reasonable notice, make such test and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from any of these terms and conditions.

## TERMS AND CONDITIONS

2. Terms and Conditions (Cont'd)2.6 Continuity of Service (Cont'd)

2.6.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such test and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the customer.

2.7 Service Connections and Facilities on Customers' Premises

2.7.1 Customer shall allow Company continuous access and right-of-way to customer's premises to the extent reasonable determined by Company to be appropriate to the provision and maintenance of services, equipment, facilities and systems relating to this tariff. Customer shall furnish Company, at no charge, such equipment space and electrical power as is reasonably determined by Company to be required and suitable to render these services.

2.7.2. 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.

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

2.7.4 Customer provided terminal equipment, the operating personnel, and the electric power consumed by such equipment on the premises of the customer, authorized user, or joint user, shall be provided by and maintained at the expense of the customer, authorized user, or joint user.

2.7.5 The customer, authorized user, or joint user is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

## TERMS AND CONDITIONS

2. Terms and Conditions (Cont'd)2.8 Establishment and Re-establishment of Credit

2.8.1 The Company may conduct a credit investigation of each new customer. A customer whose service has been discontinued for nonpayment of bills may be required to re-establish credit before service is restored.

2.8.2 The Company may require a customer to make an advance payment before services and facilities are furnished. Amounts of such advance payment shall be shown as a credit on the customer's first bill.

2.9 Deposits

2.9.1 Before a service or facility is furnished to a customer whose credit has not been duly established to the sole and exclusive satisfaction of the Company, 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.

2.9.2 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. A deposit will be refunded with interest after a period of twelve months, provided the customer has made all requisite payments during each twelve-month period.

2.9.3 [Reserved for future use]

2.10 Minimum Period

Except as hereinafter provided, the minimum contract period for all services and facilities is one month at the same location. A month is considered to have 30 days.

The Company may require a minimum contract period longer than one month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction necessary to meet special demands, and involving extra cost.

Service will be installed for a period of less than one month conditional that the customer pay, in addition to monthly rates and charges, and applicable deposit, the cost of removal of special facilities and/or equipment, in advance. Applicable carriage charges will be billed in arrears.

## TERMS AND CONDITIONS

2. Terms and Conditions (Cont'd)2.11 Term Agreements

- 2.11.1 Monthly Service: The minimum period of service shall be thirty (30) days. Service may be terminated upon thirty (30) days written notice to the Company.
- 2.11.2 Annual Service: The minimum service period is one (1) year. Service is automatically renewed for a corresponding one (1) year period unless the Company is notified in writing, thirty (30) days prior to the expiration of the one (1) year term, of the customer's intent to terminate.
- 2.11.3 Multiple Year Service: The minimum service period will be greater than one (1) year. Service is automatically renewed for a one (1) year period unless the Company is notified in writing, thirty (30) days prior to the expiration of the initial service term, of the customers intent to terminate.
- 2.11.4 Termination Liability Charges: Except for Termination of a Rate Protection Payment Plan, the Termination Liability Charges will be based upon the term rates in effect at the time of termination, and shall apply as follows:
- 50% of the unexpired portion of the first year of service;
  - 30% of the unexpired portion of the second year of service;
  - 25% of the unexpired portion of the remaining year(s) of service.

## TERMS AND CONDITIONS

2. Terms and Conditions (Cont'd)2.11 Term Agreements (Cont'd)2.11.5 Rate Protection Payment Plans

Rate Protection Payment Plans will be available for customers subscribing to DS0, DS1, and/or DS3 arrangements and for terms of three (3) or five (5) years.

For subscribers of 3 or 5 year Rate Protection Payment Plans, the monthly rates applicable at the time of installation may decrease, but will not increase during the term of the Plan period.

2.11.6 Termination Liability Charges for DS0, DS1, and/or DS3 Rate Protection Payment Plans

For Rate Protection Payment Plans discontinued prior to the expiration of the Plan period, the Termination Liability Charges will apply as follows:

- 50% of the unexpired portion of the first year of service;
- 30% of the unexpired portion of the second year of service;
- 25% of the unexpired portion of the remaining year(s) of service.

2.11.7 Renewal of Rate Protection Payment Plans

Customers of DS0, DS1 and/or DS3 Rate Protection Payment Plans may renew their service for either 3 or 5 year plans without incurring a non-recurring charge. If a service reconfiguration is required, either increasing or decreasing capacity, one-half of the applicable non-recurring charge will be assessed.

## TERMS AND CONDITIONS

2. Terms and Conditions (Cont'd)2.11 Term Agreements (Cont'd)2.11.8 Change or upgrade of Rate protection Payment Plans

The customer may change their current Payment Plan at any time to an equivalent or longer Payment Plan without incurring Termination Liability charges or non-recurring charges, as long as the service configuration remains the same.

Customer may upgrade without liability subject to the following requirements:

- The Company must provide the higher capacity service. The new service must have a total capacity greater than the capacity of the customer's existing service.
- Upgrades are restricted to Private Line only.
- The location of services to be provided must stay the same as the existing service.
- The term of the upgraded service must meet or exceed the term of the existing service.
- The monthly recurring charge must meet or exceed the monthly recurring charges of the existing service.

2.11.9 Liability for Previously Waived Charges

For Term Agreements terminated prior to expiration, which were installed under a waiver of nonrecurring charges, the customer shall be liable for the applicable nonrecurring charge in effect at the time of installation.

## TERMS AND CONDITIONS

2. Terms and Conditions (Cont'd)2.12 Rendering and Payment of Bills

The customer is responsible for payment of all charges incurred by the customer or users for services and facilities furnished to the customer by the Company.

2.12.1 Non-recurring installation charges are due and payable upon presentment of an invoice to the customer.

2.12.2 Recurring charges are due and payable upon presentment of an invoice to the customer for the service or facility furnished. A service or facility may be discontinued for nonpayment of a bill.

2.12.3 Billing starts on the day after the Company notifies the customer the service or facility is available for use. Billing accrues through and including the day that the service, circuit, arrangement or component is discontinued. Taxes will be separately stated on a customer's bill.

2.12.4 If any portion of the payment is received by the Company after the payment date set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:

2.12.4.1 The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date that the customer actually makes the payment to the Company; or

2.12.4.2 18% per annum, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Company.

## TERMS AND CONDITIONS

2. Terms and Conditions (Cont'd)2.13 Disputed Bills

- 2.13.1 In the event that a billing dispute occurs concerning any charges billed to the customer by the Company, the customer must submit a documented claim for the disputed amount. The customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. If the customer does not submit a claim as stated above, such invoice shall be deemed to be correct and binding upon the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety. Accounts not paid within 30 days from the due date stated on the bill will be considered delinquent. Delinquent payments may result in the imposition of a late fee that shall be imposed at the rate of 1.5% of the unpaid balance per month or the maximum allowable rate under applicable state law.
- 2.13.2 If the dispute is resolved in favor of the customer and the customer has withheld the disputed amount, no penalties will apply.
- 2.13.3 If the dispute is resolved in favor of the customer and the customer has paid the disputed amount, the customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth preceding.
- 2.13.4 In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.
- 2.13.5 If the dispute is resolved in favor of the Company and the customer has paid the disputed amount on or before the payment due date, no penalties will apply.
- 2.13.6 If the dispute is resolved in favor of the Company and the customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late penalty as set forth preceding.

## TERMS AND CONDITIONS

2. Terms and Conditions (Cont'd)2.14 Discontinuation and Restoration of Service2.14.1 Cancellation by the Customer

The customer may discontinue service upon 30 days written notice to the Company. Customer shall be responsible for payment of all bills for service furnished until the cancellation date specified by the customer. A termination liability charge applies to early cancellation of a term agreement.

2.14.2 Cancellation by the Company

Without incurring liability, Company may, without notice, limit or discontinue service to customer or may withhold the provision of ordered or contracted services:

- 2.14.2.1 For nonpayment of any sum due the Company for more than thirty days after issuance of the bill for the amount due,
- 2.14.2.2 For violation of any of the provisions of this tariff,
- 2.14.2.3 For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Company's service,
- 2.14.2.4 By reason of any order or decision of court, public service commission or federal regulatory body or other governing authority prohibiting Company from furnishing its service,
- 2.14.2.5 If a customer or user causes or permits any signals or voltages to be transmitted over Company's networks in such a manner as to cause a hazard or to interfere with Company's service to others,

## TERMS AND CONDITIONS

2. Terms and Conditions (Cont'd)2.14 Discontinuation and Restoration of Service (Cont'd)2.14.2 Cancellation by the Company (Cont'd)

2.14.2.6 If necessitated by conditions beyond the control of the Company,

2.14.2.7 If the Company has good faith reason to suspect fraudulent use of its facilities, or

2.14.2.8 If adequate facilities are not available.

2.14.2.9 Upon the customer's filing for bankruptcy or reorganization, or failing to discharge an involuntary petition therefore within the time permitted by law, the Company, may immediately discontinue or suspended service under this tariff without incurring any liability.

2.14.3 Restoration of Service

2.14.3.1 If service has been discontinued for nonpayment, or as otherwise provided herein, and the customer wishes it continued, service may be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Nonrecurring charges may apply to restored services.

2.14.3.2 Restoration of services disrupted shall be in accordance with Commission and/or FCC Rules and Regulations, which specify the priority system for such activities.

## TERMS AND CONDITIONS

2. Terms and Conditions (Cont'd)2.15 Cancellation of Application of Service

Where the customer or applicant cancels an application for service prior to receipt of a final order confirmation (FOC) or prior to the start of special construction, no charge applies. While the exact time of circuit engineering may vary, to afford a variable date, FOC is defined as being within five (5) working days after the completion of a fully executed Service Order Form. All expedited orders are deemed to have a FOC within two (2) working days.

Where installation of service has been started (after FOC) the termination liability as set forth preceding will apply.

2.16 Notices

All notices shall be in writing addressed to the parties and shall be considered as delivered on the third business day after the date of mailing if sent certified mail or when received in all other cases, including telecopy or other printed electronic medium or personal delivery.

2.17 Interconnection with Other Common Carriers

2.17.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.17.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

## TERMS AND CONDITIONS

2. Terms and Conditions (Cont'd)2.17 Interconnection with Other Common Carriers (Cont'd)

2.17.3 The customer shall ensure that the facilities or equipment provided by the customer are properly interconnected with the facilities or equipment of the Company. If the customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the equality of service, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If the customer fails to eliminate the actual or potential harm after receipt of written notice, the Company may, terminate the existing service of the customer under the provisions set forth in this tariff.

2.18 Jurisdictional Reports and Requirements2.18.1 Jurisdictional Determinant

When mixed intrastate and interstate access service is provided on the same Access Service transmission path, all charges between intrastate and interstate are prorated.

## TERMS AND CONDITIONS

2. Terms and Conditions (Cont'd)2.18 Jurisdictional Reports and Requirements (Cont'd)2.18.2 Jurisdictional Requirements

The customer must indicate a projected Percent of Intrastate Use (PIU) factor in a whole number (i.e., a number 0-100) when ordering Switched Access Service in a LATA, including EF and DTT Facilities. When a customer-provided PIU factor is required and the customer has previously submitted a Jurisdictional Report (i.e., Letter on File (LOF)) as set forth herein, following the LOF PIU factor is required on each Access Service Request (ASR).

When jurisdiction can be determined from the call detail, the Company will develop a projected PIU factor from the call detail which will be used to bill the customer. Where call detail is insufficient to determine the jurisdiction, the customer will provide a Jurisdictional Report indicating the projected PIU factor in a whole number (i.e., a number 0-100). The Company will use the Jurisdictional Report to bill all intrastate and interstate rates and/or nonrecurring charges until the Company receives a revised report from the customer as set forth in the following.

2.18.2.1 Originating FGD Service

When a customer orders FGD Switched Access Service, where the jurisdiction is determined from the call detail, the Company will develop the projected PIU factor according to such jurisdiction. The projected intrastate percentage is developed on a monthly basis, by end office, when originating FGD access minutes are measured, by dividing the measured intrastate originating access minutes by the total originating access minutes.

2.18.2.2 For terminating access minutes on FGD, the customer has the following options:

- allow the Company to develop the projected PIU factor, or
- provide the Company with a projected PIU factor.

## TERMS AND CONDITIONS

2. Terms and Conditions (Cont'd)2.18 Jurisdictional Reports and Requirements (Cont'd)2.18.2 Jurisdictional Requirements (Cont'd)2.18.2.2 Terminating FGD Service (Cont'd)

Upon ordering terminating FGD Service, the Company will develop the projected PIU factor, until the Company receives a letter from the customer (by certified U.S. Mail return receipt requested) authorizing the Company to develop the projected PIU factor from a customer-provided report as set forth following.

Customers who choose to provide a projected PIU factor for terminating FGD access minutes shall supply a percentage in a whole number (i.e., a number 0-100) by LATA. The Company will designate the number obtained by subtracting the projected terminating intrastate percentage from 100 as the projected terminating intrastate percentage of use. When the customer reports a terminating LATA-level PIU factor, the specified percentage applies to all end offices within the LATA. The projected PIU factor supplied by the customer is used by the Company to apportion the terminating usage between intrastate and interstate until a revised report is received as set forth following.

Subsequent to the initial order for terminating FGD Service, customers may request to change from a quarterly customer-provided PIU factor to a Company-developed PIU factor. The customer must notify the Company (by certified U.S. Mail return receipt requested) no later than fourteen (14) days after the first of January, April, July and October in order for the Company-developed PIU factor to serve as the basis for the next three month's billing beginning in February, May, August and November, respectively.

## TERMS AND CONDITIONS

2. Terms and Conditions (Cont'd)2.18 Jurisdictional Reports and Requirements (Cont'd)2.18.3 Jurisdictional Reports

Except where Company measured access minutes are used as set forth preceding, the customer-provided PIU factor will be used until the customer reports a different projected PIU factor based on the following guidelines:

The customer shall update the intrastate PIU factor via Jurisdictional Report on a quarterly basis. The customer shall report the PIU factor by traffic and service type for each LATA. The customer shall forward to the Company a revised report, to be received no later than fourteen (14) days after the first of January, April, July and October.

The revised report shall show the PIU factor for the most current data available, for each service arranged for intrastate use. This data shall consist of at least three (3) and no more than twelve (12) consecutive months of data, ending no more than 75 days prior to the submission of the Report. The updated PIU factor shall be based on call detail records. The PIU factor can be based on a statistically valid sample. The PIU factor reported in January, April, July and October will be effective on the bill date of each such month and will serve as the basis for the next three month's billing beginning in February, May, August and November, respectively.

No prorating or back billing will be done based on the Jurisdictional Report. However, usage will be billed utilizing the intrastate percentage that was in effect at the time the usage was generated.

## TERMS AND CONDITIONS

2. Terms and Conditions (Cont'd)2.18 Jurisdictional Reports and Requirements (Cont'd)2.18.3 Jurisdictional Reports (Cont'd)

When the quarterly reports are not supplied by the customer, the following steps, as set forth in 2.18.3.1 through 2.18.3.3 following, will be taken by the Company.

2.18.3.1 If the customer does not supply the reports, the Company will assume the PIU factors to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Company will assume the PIU factors to be the same as those provided in the order for service with the exception of Switched Access Service Expanded Interconnection-Collocation Service.

2.18.3.2 If no report is received by the date specified, the Company will send a letter to the customer (by certified U.S. Mail, return receipt requested) requesting an updated intrastate percentage within thirty (30) days and reminding them that if no report is received, the procedures set forth following will begin.

2.18.3.3 If no report is received within thirty (30) days, the Company will designate a fifty percent (50%) intrastate percentage beginning with the next billing period. This intrastate percentage will be applied until an updated PIU report is submitted. The Company will send a letter to the customer (by certified U.S. Mail, return receipt requested) requesting the work papers and summary used by the customer to substantiate the most recent intrastate percentage. The requested information must be submitted by the customer to the Company within thirty (30) days after receipt of the certified letter.

## CARRIER COMMON LINE ACCESS SERVICE

3. Carrier Common Line Access Service/Equivalent Carrier Charge

The Company will provide Carrier Common Line Access Service (Carrier Common Line Access) to customers in conjunction with Switched Access Service provided in Section 4 of this tariff or the appropriate Switched Access Service section of the other Access Service tariffs.

3.1 General Description

Carrier Common Line Access provides for the use of end user's Company provided common lines by customers for access to such end users to furnish Intrastate Communications.

3.2 Limitations3.2.1 Exclusions

Neither a telephone number nor detail billing are provided with Carrier Common Line Access. Additionally, directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

3.2.2 Access Groups

All line side connections provided in the same access group will be limited to the same features and operating characteristics.

All trunk side connections provided in the same access group will be limited to the same features and operating characteristics.

3.2.3 WATS Access Lines

Where Switched Access Services are connected with Special Access Services at Company Designated WATS Serving Offices for the provision of WATS or WATS-type Services, Switched Access Service minutes which are carried on that end of the service (i.e., originating minutes for outward WATS and WATS-type services and terminating minutes for inward WATS and WATS-type services) shall not be assessed Carrier Common Line Access Charges.

## CARRIER COMMON LINE ACCESS SERVICE

3. Carrier Common Line Access Service/Equivalent Carrier Charge (Cont'd)3.3 Undertaking of the Company3.3.1 Provision of Service

Where the customer is provided Switched Access Service under other sections of this or other Access Service tariffs, the Company will provide the use of Company common lines by a customer for access to end users at rates and charges as set forth in Section 4 following.

3.3.2 Determination of Jurisdiction

When the customer reports interstate and intrastate use of Switched Access Service, the associated Carrier Common Line Access used by the customer for intrastate will be determined as set forth in Section 2.18.

3.4 Obligations of the Customer3.4.1 Switched Access Service Requirement

The Switched Access Service associated with Carrier Common Line Access shall be ordered by the customer under other sections of this tariff.

3.4.2 Supervision

The customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.

## CARRIER COMMON LINE ACCESS SERVICE

3. Carrier Common Line Access Service/Equivalent Carrier Charge (Cont'd)3.5 Carrier Charge

The Company's Carrier Charge is as set forth in Section 4 following.

The Carrier Charge is tariffed on a per line basis and is assessed on all intrastate toll carriers based on each toll carrier's intrastate toll minutes that are originated and terminated in the Company's territory relative to the total intrastate toll minutes that are originated and terminated in the Company's territory.

The Company, at its sole discretion, may convert the Carrier Charge per line to an equivalent rate per minute. Should the Company choose to use an equivalent rate per minute, the Carrier Charge revenue will be reviewed and the Carrier Charge adjusted as necessary to ensure the appropriate recovery.

3.6 End User Access Service

The Company will provide End User Access Service to end users who obtain local exchange service from the Company under its general and/or local exchange tariffs.

End User Access Service will be provided at the rates set forth in Section 4.8 for End User Common Line.

## SWITCHED ACCESS SERVICE

4. Switched Access Service4.1 General

Switched Access Service, which is available to customers for their use in furnishing their services to end users, provides a two-point electrical communications path between a customer's premises and an end user's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises in the LATA where it is provided. The application of rates for Switched Access Service is described in Sections 4.5 and 4.6 following. Rates and charges for services other than Switched Access Service, e.g., a customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

4.2 Rate Categories

There are seven categories which apply to Switched Access Service:

- Carrier Common Line/Equivalent Carrier Charge;
- Local Switching;
- Information Surcharge;
- Transport Interconnection;
- Tandem Switched Termination;
- 8XX Data Base Service; and
- 9XX Access Service.

## SWITCHED ACCESS SERVICE

4. Switched Access Service (Cont'd)4.2 Rate Categories (Cont'd)4.2.1 Local Switching

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. The End Office rate category includes the Local Switching and Information Surcharge rate elements.

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 Company Intercept Operators or recordings, the STP costs, and the SS7 signaling function between the end office and the Signaling Transfer Point.

Local Switching does not apply to Feature Groups B and D Switched Access Services associated with Wireless Switching Centers (WSCs) directly interconnected to a Company access tandem office.

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 Groups C and 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 FGC or FGD equipped end office

Rates for Local Switching are set forth in Section 4.7, following.

There are four types of functions included in the Local Switching rate element: Common Switching, Transport Termination, Line Termination and Intercept. These are described in 4.2.1.1 through 4.2.1.4 following.

## SWITCHED ACCESS SERVICE

4. Switched Access Service (Cont'd)4.2 Rate Categories (Cont'd)4.2.1 Local Switching (Cont'd)4.2.1.1 Common Switching

Common Switching provides the local end office switching functions associated with the various access (i.e., Feature Group) switching arrangements.

Included as part of Common Switching are various nonchargeable optional features which the customer can order to meet the customer's specific communications requirements.

4.2.1.2 Transport Termination

Transport Termination functions provide for the line or trunk side arrangements which terminate the Local Transport facilities. Included as part of these functions are various nonchargeable optional termination arrangements.

The number of Transport Terminations provided will be determined by the Company.

4.2.1.3 Line Termination

Line Termination provides for the terminations of end user lines in the local end office. There are two types of line Terminations, i.e., Common Line Terminations and Special Access Service Terminations utilized in the provision of WATS or WATS-type services at Company designated WATS Serving Offices.

The above Special Access Service Terminations are differentiated by line side vs. trunk side terminations. In addition, there are various types of originating and terminating line side terminations depending on the type of signaling associated with the Special Access Service. Line Side terminations are available with either dial pulse or dual tone multifrequency address signaling.

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SWITCHED ACCESS SERVICE

4. Switched Access Service (Cont'd)

4.2 Rate Categories (Cont'd)

4.2.1 Local Switching (Cont'd)

4.2.1.4 Intercept

The Intercept function provides for the termination of a call at a Company Intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number.

4.2.2 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 4.7 following.

The information Surcharge does not apply to Feature Groups B and D Switched Access Services associated with Wireless Switching Centers (WSCs) directly interconnected to a Company access tandem office.

The number of end office switching transmission paths will be determined as set forth in the following paragraphs.

For Feature Groups A and B, which are ordered on a per line or per trunk basis, respectively, and Feature Groups C and D when ordered on a per trunk basis the customer specifies the type of transport facilities and the number of channels in the order for service.

For Tandem Switched Transport, the Company will determine the number of Switched Access Service transmission paths to be provided for the Switched Access Feature Group C and D busy hour minutes of capacity ordered. The number of transmission paths will be developed using the total busy hour minutes of capacity by type for the end offices for each Feature Group ordered from a customer's designated premises. The total busy hour minutes of capacity by type (e.g., originating, terminating, IDDD, Operator) for the end office will be converted to transmission paths using standard Company traffic engineering methods. The number of transmission paths provided shall be the number required based on (1) the use of access tandem switches and end office switches, (2) the use of end office switches only, or (3) the use of the tandem switches only.

## SWITCHED ACCESS SERVICE

4. Switched Access Service (Cont'd)4.2 Rate Categories (Cont'd)4.2.3 Transport Interconnection

The Transport Interconnection Charge recovers the cost associated with Local Transport that are not recovered by the other Local Transport Rate Categories (i.e., Entrance Facility, Direct Trunked Transport, Tandem Switched Transport and Multiplexing) or by dedicated signaling (i.e., SS7) rates. The Transport Interconnection Charge specified in 4.7 following applies to both Tandem Switched and Direct Trunked access minutes of use.

4.2.4 Tandem Switched Termination

The Tandem Switched Termination rate recovers a portion of the costs of circuit equipment each measured segment of the Tandem Switched Facility. The Tandem Switched Termination rate specified in 4.7 following is applied on a per access minute basis (for all originating and terminating minutes of use routed over the facility) at each end of each measured segment of Tandem Switched Facility (e.g., at the end office, Feature Group A dial tone office, host office and the access tandem). When the Tandem Switched Facility mileage is zero, neither the Tandem Switched Facility rate nor the Tandem Switched Termination rate will apply.

SWITCHED ACCESS SERVICE

4. Switched Access Service (Cont'd)

4.2 Rate Categories (Cont'd)

4.2.5 8XX Data Base Service

This service provides for the proper routing to the customer for calls with an "8XX" NPA. Certain vertical features are available.

4.2.6 9XX Access Service

This service provides for the proper routing to the customer for calls with the "9XX" NPA.

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## SWITCHED ACCESS SERVICE

4. Switched Access Service (Cont'd)4.2 Rate Categories (Cont'd)4.2.7 Equal Access Presubscription

The Company will offer "2-PIC" presubscription allowing the customer to separately choose their primary interLATA and intraLATA interexchange carrier.

4.3 Obligations of the Company

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

4.3.1 Network Management

The Company will administer its network to insure 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 connection with little or no delay encountered within the Company network. The Company maintains 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 a failure or overload of Company or customer facilities, natural disasters, mass calling, or national security demands.

## SWITCHED ACCESS SERVICE

4. Switched Access Service (Cont'd)4.3 Obligations of the Company (Cont'd)4.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the customer desires different routing or directionality other than that determined by the Company, the Company will work cooperatively with the customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

4.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the customer based on previously arranged intervals and format. These data provide information on overall end-to-end call completion and non-completion performance, e.g., customer equipment blockage, failure results and transmission performance. These data do not include service performance data which are provided under other tariff sections, e.g. testing service results. If data are to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

4.3.4 Trunk Group Measurement Reports

Subject to availability, the Company, will make available trunk group data in the form of usage in CCS (hundred call seconds), peg count and overflow to the customer based on previously agreed to intervals.

## SWITCHED ACCESS SERVICE

4. Switched Access Service (Cont'd)4.4 Obligations of the Customer

The customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

4.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

4.4.1.1 Jurisdictional Reports

When a customer orders Switched Access Service for both intrastate and interstate use, the customer is responsible for providing reports as set forth preceding. Charges will be apportioned in accordance with those reports.

4.4.1.2 Code Screening Reports

When a customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switched, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined may be implemented at the Company option to ensure acceptable service levels.

4.4.2 On and Off-Hook Supervision

The customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

## SWITCHED ACCESS SERVICE

4. Switched Access Service (Cont'd)4.4 Obligations of the Customer (Cont'd)4.4.3 Trunk Group Measurement Reports

With the agreement of the customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. These data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

4.5 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

4.5.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes. It may be a requirement in some configurations for the connecting company to measure terminating access.

4.5.2 Rates Based Upon Distance

Where charges for service are specified based upon distance, the following rules apply:

4.5.2.1 Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The airline distance should be determined utilizing the "V" (vertical) and "H" (horizontal) coordinated common in the industry.

## SWITCHED ACCESS SERVICE

4. Switched Access Service (Cont'd)4.5 Rate Regulations (Cont'd)4.5.2 Rates Based Upon Distance (Cont'd)

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

- Obtain the "V" (vertical) and "H" (horizontal) coordinates for each wire center.
- Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- Square each difference obtained in step (2) above.
- Add the square to the "V" difference and the square of the "H" difference obtained in step (3).
- Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- FORMULA 
$$\frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

4.5.3 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (e.g., 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.

SWITCHED ACCESS SERVICE

4. Switched Access Service (Cont'd)

4.5 Rate Regulations (Cont'd)

4.5.4 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

4.5.5 [Reserved for future use].

SWITCHED ACCESS SERVICE

4. Switched Access Service (Cont'd)

4.5 Rate Regulations (Cont'd)

4.5.6 Non Chargeable Features

- Automatic Number Identification (ANI)
- Calling Party Number (CPN)

4.6 Switched Access Rates

The actual applicable rate applied varies depending on the locality, local exchange company territory served, term commitment and volume arrangement.

4.7 Rates

	<u>Per Access Minute</u>	<u>NRC</u>
4.7.1 Equivalent Carrier Charge		
Terminating	\$0.0231	
Originating	\$0.0231	
4.7.2 Local Switching	\$0.020575	
4.7.3 Information Surcharge	\$0.000173	
4.7.4 Transport Interconnection	\$0.01099	
4.7.5 Tandem Switched Termination	\$0.001316	
4.7.6 8XX Data Base Service	<u>Rate Per Query</u>	
Basic	\$0.0054	
Vertical Features	\$0.0059	
4.7.7 9XX Access Service	<u>Per Call</u>	
Each first NXX, Per End Office/Tandem, Per Order		\$100.00
Each subsequent NXX, Per End Office/Tandem, Per Order		\$25.00
9XX Customer Identification Charge	\$0.0010	

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## SWITCHED ACCESS SERVICE

4. Switched Access Service (Cont'd)4.8 End User Common Line RatesMonthly  
Each Line

Residence and Single Line Business	\$0.00
Multiline Business, Centrex C.O., C.O.-Like	\$0.00

4.9 Equal Access Presubscription Change  
Nonrecurring Charge

Per Order, Per Telephone Number	\$5.00
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