

VIA OVERNIGHT MAIL

Blanca S. Bayo Director, Division of Records & Reporting Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850

Re: LightSource Telecom I, LLC, Replacement ALEC Price List No. 2

Dear Ms. Bayo:

Enclosed for filing please find an original and two (2) copies of LightSource Telecom I, LLC's ("LightSource") replacement ALEC Price List No. 2. ALEC Price List No. 2 replaces ALEC Price List No. 1 in its entirety. Pursuant to Rule 25-24.825, Price Lists, ALEC Price List No. 2 is being filed on one (1) day's notice with an issued date of October 15, 2001 and an effective date of October 16, 2001.

ALEC Price List No. 2 reflects an entirely new format which is more in tune to the Florida Public Service Commission model price list and the actual services that LightSource will be offering.

Please date stamp and return the extra copy of this filing in the self-addressed, postageprepaid envelope provided. Should you have any questions concerning this filing, please do not hesitate to call the undersigned at (703) 648-3423.

> Respectfully submitted, Lindad. Neison

> > Manager - Regulatory Affairs

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DOCUMENT NUMBER - DAT

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LightSource Telecom, LLC 10805 Parkridge Blvd., Suite 150, Reston, VA 20191 – Phone: 703:648:3400 – Fax: 703:648:3422 – www.lightsource.net

# TITLE SHEET

#### FLORIDA TELECOMMUNICATIONS PRICE LIST

This Price List contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by LightSource Telecom I, LLC ("LightSource") within the State of Florida. This Price List is on file with the Florida Public Service Commission and copies may be inspected, during normal business hours, at Company's principal place of business, 10805 Parkridge Blvd., Suite 150, Reston, VA 20191.

"This Florida Price List No. 2 replaces Price List No. 1 in its entirety."

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Issued by:

James Moskowwitz, Senior Counsel-Regulatory Affairs 10805 Parkridge Blvd, Ste. 150 Reston, VA 20191

#### Sheet

# **CHECK SHEET**

Sheets of this price list are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date on the bottom of this sheet.

Sheet	Revision	Sheet	Revision	Sheet	Revision
1	Original	31	Original	61	Original
2	Original	32	Original	62	Original
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7	Original	37	Original	67	Original
8	Original	38	Original	68	Original
9	Original	39	Original	69	Original
10	Original	40	Original	70	Original
11	Original	41	Original	71	Original
12	Original	42	Original	72	Original
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21	Original	51	Original	80	Original
22	Original	52	Original	81	Original
23	Original	53	Original	82	Original
24	Original	54	Original	83	Original
25	Original	55	Original	84	Original
26	Original	56	Original	85	Original
27	Original	57	Original	86	Original
28	Original	58	Original	87	Original
29	Original	59	Original	88	Original
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# SYMBOLS SHEET

The following are the only symbols used for the purposes indicated below:

- D Delete or Discontinue.
- I Change Resulting In An Increase To A Customer's Bill.
- M Moved from another Price List location.
- N New.
- R Change Resulting In A Reduction To A Customer's Bill.
- T Change in Text Or Regulation But No Change In Rate or Charge.

# PRICE LIST FORMAT

**Check Sheets** – When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing.

**Sheet Numbering and Revision Levels** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. 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. Revision levels also appear in the upper right corner of each sheet. These levels are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 would cancel the 3rd revised Sheet 14.

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James Moskowwitz, Senior Counsel-Regulatory Affairs
10805 Parkridge Blvd, Ste. 150
Reston, VA 20191

Issued by:

### **SECTION 1.0 - DEFINITIONS**

For the purpose of this price list, the following definitions will apply:

<u>Billable Network Wiring</u>: Work performed on a Customer's premises by a Company employee or representative at the Customer's request and not covered by other charges. Any work required to establish or reestablish network access to the Company-provided network interface is excluded.

<u>Changes in Service</u>: Includes changes in service or equipment subsequent to the establishment of such service or equipment, and rearrangements of network wiring (including house cable) which do not involve moves.

Commission: Refers to the Florida Public Service Commission.

Company: Refers to LightSource Telecom I, LLC, issuer of this price list.

<u>Customer or Subscriber</u>: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

<u>Dedicated Inbound Calls</u>: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

<u>Dedicated Outbound Calls</u>: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

<u>Deposit</u>: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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# **SECTION 1.0 - DEFINITIONS (CONT'D)**

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

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

<u>End Office</u>: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this price list shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide "ALERG", issued by Bellcore.

Establishment of Service: The initial establishment of service or equipment for a Customer, and transfers of service and equipment from one premise to another on non-continuous property subsequent to the establishment of such service or equipment for a Customer.

Exchange Company or Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

<u>Hearing Impaired</u>: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the without the aid of a telecommunications device for the deaf.

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

<u>Inbound-Only</u>: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier: A long distance telecommunications services provider.

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

<u>LATA</u>: 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.

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## **SECTION 1.0 - DEFINITIONS (CONT'D)**

Mbps: Megabits, denotes millions of bits per second.

Minimum Point of Presence (or "MPOP"): The main closet in the Customer's building.

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

<u>Moves of Service</u>: Includes relocations of service or equipment on the same continuous property subsequent to the establishment of such service or equipment for a Customer.

<u>Multi-Frequency (or "MF")</u>: An inter-machine pulse-type used for signaling between switches, or between switches and PBX/key systems.

<u>Network Wiring</u>: Network wiring work includes travel, preparation, wiring on the network side of the network interface.

<u>Non-Recurring Charge "NRC"</u>: The initial charge, usually assessed on a one-time basis, to initiate and establish service.

<u>NPA</u>: Numbering plan area or area code.

Other Company: An Exchange Company, other than the Company.

PBX: Private Branch Exchange.

Point of Minimum Penetration (or "POMP"): First point on a Customer's premises that the network facilities wiring is accessible.

Point of Presence (or "POP"): Point of Presence.

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

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# **SECTION 1.0 - DEFINITIONS (CONT'D)**

Service Commencement Date: 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 price list, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

<u>Service Order</u>: The written request for Network 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 price list, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

<u>Two Way</u>: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

<u>Usage Based Charges</u>: Charges for minutes or messages traversing over local exchange facilities.

<u>User or End User</u>: A Customer, or any other person authorized by a Customer to use service provided under this price list.

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# **SECTION 2.0 - REGULATIONS**

#### 2.1 Undertaking of the Company

#### 2.1.1 Scope

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

Customers and Users may use services and facilities provided under this price list to obtain access to services offered by other service providers. The Company is responsible under this price list only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

#### 2.1.2 Quality of Service Statement

LightSource offers alternative local telecommunications services described herein and related enhanced services in a manner that equals or exceeds accepted industry performance standards for network quality, planning, maintenance, and testing unless the Customer and Company mutually agree otherwise.

#### 2.1.3 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.
- B. The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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

### 2.1.4 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24hours per day. For the purpose of computing charges in this price list, a month is considered to have thirty (30) days.
- B. 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 price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 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 thirty (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 price list 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.
- D. In any action between the parties to enforce any provision of this price list, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. This price list shall be interpreted and governed by the laws of the State of Florida and the regulations of the Commission regardless of its choice of laws provision.
- F. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G. Customers rebilling or reselling Company's Florida intrastate service must have an appropriate Certificate of Public Convenience and Necessity from the Florida Public Service Commission.

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## 2.1 <u>Undertaking of the Company</u> (Cont'd)

### 2.1.5 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, or the Services of its underlying carriers, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities.
- B. The Company shall not be liable for any delay or failure of performance or equipment including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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## 2.1 <u>Undertaking of the Company</u> (Cont'd)

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

- E. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.
- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I. 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.

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

## 2.1.6 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 Customers' 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.

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

#### 2.1.7 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 Customer with, the regulations contained in this price list. The Company does not guarantee availability by any such date.
- B. The Company shall use reasonable efforts to maintain only 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.
- 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 the Customer.
- D. 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.

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

- 2.1.7 Provision of Equipment and Facilities (Cont'd)
  - E. 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.
  - 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 price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for: (i) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or (ii) the reception of signals by Customer-provided equipment.

### 2.1.8 Non-routine Installation

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

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

### 2.1.9 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this price list, special construction of facilities 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 its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

#### 2.1.10 Ownership of Facilities

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

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# 2.1 Undertaking of the Company (Cont'd)

### 2.1.11 Customer Complaints

The Company will fully and promptly investigate all complaints, and inform the Customer of the Commission's informal complaint-handling procedures. Within ten (10) business days of the date of receipt of the complaint, the Company will provide a report of a resolution of each complaint, to the Customer when a complaint is made directly to the Company and, to the Commission and the Customer when a complaint is referred to the Company by the Commission. If an investigation is not completed within ten (10) business days of the date of receipt of the complaint, the Company will provide an interim report at that time to both the Customer and the Commission, either orally or in writing.

### 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 letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A Customer, User, or other authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this price list will apply.

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### 2.3 Obligations of the Customer

### 2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this price list;
- B. 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;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. 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 (e.g. asbestos) prior to any construction or installation work;

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### 2.3 Obligations of the Customer (Cont'd)

# 2.3.1 <u>General</u> (Cont'd)

- E. 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 Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer 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;
- F. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- G. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

### 2.3 Obligations of the Customer (Cont'd)

#### 2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- 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.

### 2.4 Customer Equipment and Channels

### 2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this price list. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this price list.

## 2.4.2 Station Equipment

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

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## 2.4 <u>Customer Equipment and Channels</u> (Cont'd)

### 2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication 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 price lists of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this price list may be connected to Customer-provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this price list only to the extent that the user is an is "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

### 2.4 Customer Equipment and Channels (Cont'd)

### 2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 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 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.

#### 2.5 Payment Arrangements

#### 2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

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#### 2.5 Payment Arrangements (Cont'd)

#### 2.5.2 Billing and Collection of Charges

- A. Non-recurring charges are due and payable from the Customer within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within fifteen (15) days of the invoice's postmark. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- B. 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. For this purpose, every month is considered to have thirty (30) days.
- C. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- D. A Late Payment Charge of 1.5 % applies to any unpaid balance carried forward from a monthly bill to the next month's bill, including all long distance charges billed by the Company for its interexchange service. The Customers bill will be considered to be mailed within seven (7) days of the billing cycle and will be considered past due if payment is not received within twenty-four days.
- F. The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.

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### 2.5 <u>Payment Arrangements</u> (Cont'd)

- 2.5.2 Billing and Collection of Charges (Cont'd)
  - G. Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
  - H. If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to payment of all past due amounts.

### 2.5.3 Advance Payments

To safeguard its interests, the Company may require a 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 one month's charges for the service or facility. In addition, where special construction is involves, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for 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.

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### 2.5 Payment Arrangements (Cont'd)

### 2.5.4 Deposits

- A. To safeguard its interests, 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. two months' charges for a service or facility that has a minimum payment period of one month; or
  - 2. the charges that would apply for the minimum payment period for a service or facility that 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.
- B. In the event the deposit as computed above exceeds \$75.00 per access line, the Customer shall pay one half of the deposit prior to the provision of service, with the remainder of the deposit die thirty (30) days after the provision of service.
- C. A deposit may be required in addition to an advance payment.
- 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 it to the Customer's account.
- E. Deposits held will accrue interest at a rate determined by the Commission with deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

#### 2.5 Payment Arrangements (Cont'd)

#### 2.5.5 Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten (10) days 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 thirty (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, when the Customer has not provided adequate assurance of payment, the Company may immediately discontinue or suspend service without incurring any liability.
- 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, by giving reasonable prior notice in writing to the Customer, discontinue service without incurring any liability.

#### 2.5 Payment Arrangements (Cont'd)

- 2.5.5 Discontinuance of Service (Cont'd)
  - F. In the event of fraudulent use of the Company's network, the Company will discontinue service, and/or seek legal recourse to recover all costs involved in enforcement of this provision.
  - G. Upon the Company's discontinuance of service to the Customer under Section 2.5.5.(A) or 2.5.5.(B), 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 price list, may declare all future monthly and other charges that 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 (discounted to present value at six percent).
  - H. Upon non-payment for any amounts owed to the Company for intrastate toll charges, the Company reserves the right to discontinue the provision of local service without incurring a liability.
  - I. The Company will maintain access to 911 service during temporary disconnections for non-payment of a residential Customer's local service.

### 2.5 Payment Arrangements (Cont'd)

- 2.5.6 Cancellation of Application for Service
  - A. Applications for service cannot be canceled without the Company's agreement. Where the Company permits a 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 for those specified below.
  - 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 incurred by the Company, 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 commenced (all discounted to present value at six percent).
  - C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
  - D. The special charges described in 2.5.6.(A) through 2.5.6.(C) will be calculated and applied on a case-by-case basis.

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### 2.5 Payment Arrangements (Cont'd)

### 2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

### 2.6 <u>Allowances for Interruptions in Service</u>

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this price list 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 price list. 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 impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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#### 2.6 Allowances for Interruptions in Service (Cont'd)

## 2.6.1 Credit for Interruptions (Cont'd)

C. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less ---

Length of Interruption	Interruption Period To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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- 2.6 Allowances for Interruptions in Service (Cont'd)
  - 2.6.1 <u>Credit for Interruptions</u> (Cont'd)
    - C. (Cont'd)

Over 24 Hours and Less Than 48 Hours. Interruptions over 24 hours and less than 48 hours will be credited as an adjustment for at least the pro-rata portion of the monthly charge(s) for any and all local services rendered inoperative.

<u>Interruptions Over 48 Hours</u>. If service is interrupted for over 48 hours but less than 72 hours, the Customer will be provided a credit equal to at least 1/3 of one month's charges for any local services rendered inoperative.

<u>Interruptions Over 72 Hours</u>. If a service interruption exceeds 72 hours but is less than 96 hours, the Customer will be provided a credit equal to at least 2/3 of one month's charges for any local services rendered inoperative.

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#### 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 provisions of this price list by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the 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 in which the Customer continues to use the service on an impaired basis; and,
- F. interruptions 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.
- G. interruption of service due to circumstances or causes beyond the control of the Company.

#### 2.7 Use of Customer's Service by Others

#### 2.7.1 Resale and Sharing

Any service provided under this price list may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its number(s) pursuant to this price list, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

#### 2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this price list. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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# SECTION 2.0 - REGULATIONS (CONT'D)

## 2.8 Cancellation of Service by Customer

If a Customer cancels a Service Order or terminates 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 termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

The Customer's termination liability for cancellation of service shall be equal to:

- 2.8.1 all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- 2.8.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- 2.8.3 all Recurring Charges specified in the applicable Service Order Price list for the balance of the then current term discounted at the prime rate announced in the <u>Wall Street Journal</u> on the third business day following the date of cancellation; minus
- 2.8.4 a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

## 2.9 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 to any subsidiary, parent company or affiliate of the Company pursuant to any merger or acquisition.

# SECTION 2.0 - REGULATIONS (CONT'D)

### 2.10 Notices and Communications

- 2.10.1 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.
- 2.10.2 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 Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.3 All notices or other communications required to be given pursuant to this price list will 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 placement 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.
- 2.10.4 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.

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# SECTION 2.0 - REGULATIONS (CONT'D)

### 2.11 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a bid for a service not generally available under this price list. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. Contracts resulting from a special request will be submitted for approval and filed with the Commission.

## 2.12 <u>Taxes</u>

The Customer is responsible for the payment of Federal Excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices.

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## **SECTION 3.0 – SERVICE AREAS**

# 3.1 Extended and Expanded Area Calling Services

Extended and Expanded Area Calling Service allows the Customer to make calls to specific NXX codes within designated exchanges outside the Customer's Local Calling Area without paying intraLATA toll rates. The Customer is billed per call according to the duration of the call. The Company may mirror all existing extended and expanded calling areas the ILEC currently has in place for facilities-based or resold services, or establish unique extended and expanded area calling services.

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# **SECTION 4.0 - SERVICE DESCRIPTIONS**

### 4.1 Local Exchange Services

Local Exchange Service is the furnishing of facilities necessary for communicating within specified exchange areas. Service is comprised of a minimum of two (2) components – dial tone line and local usage. Other features are available to enhance the communication service. There are two classes of service, Residence and Business.

The rates and charges as quoted herein for local exchange service entitles the Customers to local calls, without toll charges, to all local exchange dial tone lines connected to a CO of the exchange, or all dial tone lines served by CO's of the extended Area Service (EAS).

## 4.1.1 Dial Tone Lines

This service entitles the Customer to access the telecommunications network for a stipulated monthly charge. In addition to dial tone line subscription, the Customer also must subscribe to a local usage package.

### 4.1.2 Local Exchange Usage

Three types of local exchange usage are available: measured, message and flat.

### 4.1 Local Exchange Services (Cont'd)

### 4.1.2 Local Exchange Usage (Cont'd)

A. Measured Rate Services

Measured service consists of local usage charges which apply for outgoing calls completed on a local basis. In addition, the Customer must subscribe to dial tone line.

Measured service requires special CO equipment and is furnished only in wire centers where facilities are available. Measured service is available for residence Customers on an individual line basis only.

Measured service usage charges do not apply to messages completed to official numbers located on Company premises within the local calling area that eh general public calls to transact Company business.

Measured service usage charges accumulate on a monthly basis and commencing on the billing date. Measured service usage charges are based upon the rate shown in the rate section and are applicable to local messages completed on a dial station-to-station basis for calls place with the same calling area.

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### 4.1 Local Exchange Services (Cont'd)

### 4.1.2 Local Exchange Usage (Cont'd)

B. Message Usage Service

Message Usage Service is local usage charges based upon message units made according to a measured amount of usage.

This service includes a monthly message unit allowance in the monthly usage. An additional charge is made for units used in excess of the allowance. The message unit allowance, if not used during one month, is credited to the Customer's account for any other month that service is provided.

The charge for this service, listed in the rate section, applies for calls placed within exchanged in the same local calling area.

## C. Flat Usage Service

This service entitles the Customer to an unlimited number of calls within the local calling area. In addition to the flat usage charge, the Customer must also subscribe to a dial tone line.

## 4.2 Nonrecurring Charges

Unless otherwise, specified, nonrecurring charges apply whether or not the facilities are in place. Facilities are considered as being in place when no change is made at the Customer's request in the type or location of facilities.

- 4.2.1 <u>Line Connection Charge</u> A nonrecurring charge for performing any of the operations associated with the connection of the network access line and a network interface.
- 4.2.2 <u>Network Wiring Charge</u> A one-time charge consisting of a time sensitive network wiring charge required to perform Customer requested work on the Customer's premises, except work required to establish or reestablish network access.
- 4.2.3 Service Establishment and Change Charges apply in addition to all other rates and charges for services provided by the Company.
- 4.2.4 The charges specified in this section contemplate work being performed by the Company during the usual working hours on normal working days. When, at the specific request of the Customer or applicant for service, work is performed at other times, either for the convenience of the Customer or applicant for service or for other reasons not under the control of the Company, the expense incurred by the Company in excess of the normal expense of such work, when performed during usual working hours on normal working days, may be billed to the Customer or applicant for service, in addition to the charges otherwise applicable.
- 4.2.5 Except where otherwise specified, the same nonrecurring charges apply to residence and business service.

### 4.3 Home Services Packages

## 4.3.1 Terms and Conditions

- 1. Home Services Packages are available to new residential Customers and existing Customers who upgrade their service to include a package.
- 2. Residential Customers who are currently subscribing to all services in a Home Services Package may request billing at the package price.
- 3. Only one Home Services Package is allowable per line.
- 4. Home Services Packages are not available with PBX Services.
- 5. All services in the following packages are also offered individually.
- 6. All packages require the purchase of a Dial Tone Line with Flat Rate usage at the existing rate.

### 4.3 Home Services Packages (Cont'd)

### 4.3.2 Home Services Packages Offerings

The following packages provide residential customers the option to choose a package of communication services that will best meet their needs. There are three types of Residential Packages:

A. Package A

Package A is a package of features to residential customers in conjunction with an individual flat rate or additional flat rate access line. Residential customers subscribing to the package are entitled to the use of the following services/features specified below:

- Unlimited local calls (flat rate)
- Long distance at \$0.05 per minute with a monthly calling plan fee of \$6.95 as tariffed in the FCC Domestic Interstate Tariff as Plan 1. †#
- Internet access\*
- Security monitoring with LineSentry\*

\*Customers have the option of purchasing this package at a reduced rate by removing one of these services/features.

<sup>†</sup>Customers may reduce the package rate by removing the long distance calling plan.

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## 4.3 <u>Home Services Packages (Cont'd)</u>

- 4.3.2 <u>Home Services Packages Offerings</u> (Cont'd)
  - B. Package B

Package B is a package of features to residential customers in conjunction with an individual flat rate or additional flat rate access line. Residential customers subscribing to this package are entitled to the use of the following services/features specified below:

- Unlimited local calls (flat rate)
- Second phone line (additional flat rate) †
- Long distance at \$0.05 per minute with a monthly calling plan fee of \$6.95 as tariffed in the FCC Domestic Interstate Tariff as Plan I. †#
- Caller ID
- Call Waiting
- Call Return (\*69)
- Call Forward
- Speed Dialing
- Internet access\*
- Security monitoring with LineSentry\*
- Line maintenance
- Voice mail

\*Customers have the option of purchasing this package at a reduced rate by removing either the Internet access or Security Monitoring services.

<sup>†</sup>Customers may reduce the package rate by removing either the long distance calling plan or second local phone line.

#Intrastate long distance is available at rates set forth in LightSource's Tariff No. 1.

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## 4.3 Home Services Packages (Cont'd)

## 4.3.2 Home Services Packages Offerings (Cont'd)

C. Package C

Package C is a package of features to residential customers in conjunction with an individual flat rate or additional flat rate access line. Residential customers subscribing to this package are entitled to the use of the following services/features specified below:

- Unlimited local calls (flat rate)
- Second phone line (additional flat rate) †
- Long distance at \$0.05 per minute with a monthly calling plan fee of \$6.95 as tariffed in the FCC Domestic Interstate Tariff as Plan I. †#
- Caller ID
- Call Waiting
- Call Return (\*69)
- Call Forward
- Speed Dialing
- Selective Call Reject
- 3-way calling
- Distinctive Ring
- Call Blocking
- Internet access\*
- Security monitoring with LineSentry\*
- Line maintenance
- Voice mail

\*Customers have the option of purchasing this package at a reduced rate by removing either the Internet access or Security Monitoring services.

\*Customers may reduce the package rate by removing either the long distance calling plan or second local phone line.

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### 4.4 Business Services Packages

## 4.4.1 Terms and Conditions

- 1. Business Services Packages are available to new business Customers and existing Customers who upgrade their service to include a package.
- 2. Business Customers who are currently subscribing to all services in a Business Services Package may request billing at the package price.
- 3. Only one Business Services Package is allowable per line.
- 4. Business Services Packages are not available with PBX Services.
- 5. All services in the following packages are also offered individually.
- 6. All packages require the purchase of a Business Dial Tone Line with Flat Rate usage at the existing rate.

### 4.4 Business Services Packages (Cont'd)

### 4.4.2 Business Services Packages Offerings

The following packages provide business customers the option to choose a package of communication services that will best meet their needs. There are three types of Business Packages:

### A. Package A

Package A is a package of features to residential customers in conjunction with an individual flat rate or additional flat rate access line. Residential customers subscribing to the package are entitled to the use of the following services/features specified below:

- Unlimited local calls (flat rate)
- Long distance at \$0.05 per minute with a monthly calling plan fee of \$6.95 as tariffed in the FCC Domestic Interstate Tariff as Plan 1. †#
- Internet access\*
- Security monitoring with LineSentry\*

\*Customers have the option of purchasing this package at a reduced rate by removing one of these services/features.

<sup>†</sup>Customers may reduce the package rate by removing the long distance calling plan.

### 4.4 Business Services Packages (Cont'd)

### 4.4.2 Business Services Packages Offerings (Cont'd)

B. Package B

Package B is a package of features to residential customers in conjunction with an individual flat rate or additional flat rate access line. Residential customers subscribing to this package are entitled to the use of the following services/features specified below:

- Unlimited local calls (flat rate)
- Second phone line (additional flat rate) <sup>+</sup>
- Long distance at \$0.05 per minute with a monthly calling plan fee of \$6.95 as tariffed in the FCC Domestic Interstate Tariff as Plan I. †#
- Caller ID
- Call Waiting
- Call Return (\*69)
- Call Forward
- Speed Dialing
- Internet access\*
- Security monitoring with LineSentry\*
- Line maintenance
- Voice mail

\*Customers have the option of purchasing this package at a reduced rate by removing either the Internet access or Security Monitoring services.

<sup>†</sup>Customers may reduce the package rate by removing either the long distance calling plan or second local phone line.

#Intrastate long distance is available at rates set forth in LightSource's Tariff No. 1.

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- 4.4 Business Services Packages (Cont'd)
  - 4.4.2 Business Services Packages Offerings (Cont'd)
    - C. Package C

Package C is a package of features to residential customers in conjunction with an individual flat rate or additional flat rate access line. Residential customers subscribing to this package are entitled to the use of the following services/features specified below:

- Unlimited local calls (flat rate)
- Second phone line (additional flat rate) †
- Long distance at \$0.05 per minute with a monthly calling plan fee of \$6.95 as tariffed in the FCC Domestic Interstate Tariff as Plan I. †#
- Caller ID
- Call Waiting
- Call Return (\*69)
- Call Forward
- Speed Dialing
- Selective Call Reject
- 3-way calling
- Distinctive Ring
- Call Blocking
- Internet access\*
- Security monitoring with LineSentry\*
- Line maintenance
- Voice mail

\*Customers have the option of purchasing this package at a reduced rate by removing either the Internet access or Security Monitoring services.

<sup>†</sup>Customers may reduce the package rate by removing either the long distance calling plan or second local phone line.

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#### EFFECTIVE DATE: October 16, 2001

# SECTION 5.0 – MISCELLANEOUS SERVICES

## 5.1 <u>Blocking</u>

Customers may request that their phone numbers not appear on a caller ID device. Two options are available: per line blocking and per call blocking.

## 5.1.1 Per Call Blocking

Per call blocking enables customers to prevent the disclosure of their telephone number on a per call basis to the called party. The disclosure of the calling party's number can be prevented on a per call basis by dialing a pre-assigned access code before making a call. This action must be repeated each time a call is made to prevent the disclosure of the calling party's telephone number. Per call blocking will be provided on a universal basis.

## 5.1.2 Per Line Blocking

For a monthly fee, customers can use per line blocking which blocks all calls automatically. The charge for this service is the same charge as for a non-published (private) listing. Per line blocking is free to customers with a non-published number. Law enforcement, domestic shelters and other special agencies will be offered free Per line blocking.

Due to technical limitations, either service (per call or per line blocking) may not be able to block the appearance of your phone number on caller ID devices when you call an "800" number.

ISSUED DATE: October 15, 2001

## 5.2 <u>Toll Restriction</u>

## 5.2.1 Regulations

- A. Toll restriction is a central office service arrangement whereby calls dialed over an individual residence exchange service or a business exchange service or a PBX trunk, to other than the local service area, are either automatically routed to the Customer's attendant position or the calling person receives an announcement.
- B. Toll restriction will be provided, where facilities permit, subject to the following:
  - 1. Toll restriction will not allow 1+, 0+, 0-, 10-XXX, 900 service code, or 700 code toll calls.
  - 2. Toll restricted services will not have dial access to Company operators, except for Directory Assistance.
  - 3. Toll restriction does not provide restriction of 411 calls, or non-chargeable calls to numbers such as public emergency service 911, or 950 calls. Calls to an 800 service will be permitted only from residence service.
- C. Subscribing to toll restriction does not relieve Customers of responsibility for calls charged to their number(s).
- D. Toll restriction will not be provided on Public, Semi-Public, or COCOT service.
- E. The Company shall not be liable to the Customer or any other person or entity for damages of any nature or kind arising out of, resulting from, or in connection with the provision of the service, including without limitation, the inability to access the operator or any non-toll free number for any purpose.

ISSUED DATE: October 15, 2001

## 5.3 Billed Number Screening Service

### 5.3.1 Description

Billed Number Screening Service is an arrangement which prevents the charging of collect and/or third number billed calls to a Customer's number.

### 5.3.2 Regulations

The Company makes no guarantee and assumes no liability arising out of the use or misuse of Billed Number Screening Service by any other entities, including, but not limited to, Interexchange Carriers. The Company is fully responsible for calls charged to numbers, which should have been prevented by Billed Number Screening Service, that originate and terminate within the Company's service territory, and are not carried over any other carrier's network or facilities.

Billed Number Screening Service is offered subject to the availability of suitable facilities.

The service is offered to residence and business lines.

The following options are available with Billed Number Screening Service. Option 1 is the only available option to Customer-Owned, Coin Operated (COCOT) lines.

Option 1 - No Collect or Third Number Billing, per line screened

Option 2 - No Third Number Billing, per line screened

Option 3 - No Collect Billing, per line screened

#### 5.3.3 Rates and Charges

A Service and Equipment Charge is applicable when Billed Number Screening is installed subsequent to the initial establishment of the line(s) with which it is associated.

ISSUED DATE: October 15, 2001

EFFECTIVE DATE: October 16, 2001

### 5.4 Selective Call Screening Service

#### 5.4.1 Description

Selective Call Screening is an arrangement designed to restrict certain types of billing from a line which originates a call. The screening is designed to inform the operator services provider about special characteristics associated with the line. Under this arrangement, the operator services provider processes the operator-assisted, and/or operator-handled, and/or automated operator-assisted originating call so that call will conform to one of the allowable types of billing, which could be those which conform only to billing as collect, billed to a third number, or billed to a calling card.

### 5.4.2 Regulations

The Company assumes no liability for calls completed by any other entity or carrier or operator services provider as long as the screening code accompanies the call forwarded to the other entity.

The Company is responsible for properly handling calls which are selectively screened and are not carried over any other entity's network or facilities.

Selective Call Screening Service is offered subject to the availability of suitable facilities and equipment.

The service is offered to residence and business services.

Customers subscribing to Selective Call Screening Service are responsible for all toll charges billed to their lines for calls which are not carried solely over the Company's facilities.

Selective Call Screening Service will be provided at no charge to Customer-owned coin operated (COCOT) Customers.

ISSUED DATE: October 15, 2001

## 5.5 Universal Emergency Number Service – 911

### 5.5.1 General

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911number will not be charged for the call.

### 5.5.2 <u>Regulations</u>

- A. This service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. For this service, the municipality or government agency(s) designated by the Customer as responsible for the control and staffing of the emergency report center referred to as the "Agency".
- B. When 911 service replaces an existing emergency number, intercept service shall be the responsibility of the Agency. However, if the Agency is unable to provide this service, the operator will intercept and forward requests for emergency aid for a period of at least one year.
- C. 911 service is furnished for incoming calls only.

# 5.5 Universal Emergency Number Service – 911 (Cont'd)

## 5.5.3 <u>Conditions of furnishing service</u>

This service is offered sole as an aid in handling assistance calls in connection with fire, police, medical and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, and in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

ISSUED DATE: October 15, 2001

EFFECTIVE DATE: October 16, 2001

### 5.6 Listing Services

### 5.6.1 General Provisions

The alphabetical directory is an alphabetical list of Customers, joint users and others for whom directory listings are provided. It is designed solely for the purpose of informing calling persons of the numbers of Customers and others listed therein. Accordingly, listings are intended solely for purposes of identification and are limited to information which is essential to such identification.

The rates and regulations in this Section for directory listings apply to primary and additional listings in the alphabetical directory.

An alphabetical directory may include the listings for one or more exchange areas. More than one alphabetical directory may be included in directory book. In alphabetical directories selected by the Company, the pages are divided into two groups, one group of business listings and one group of listings consisting solely of names of individuals.

- 1. Business primary listings consisting solely of names of individuals will appear in both groups at no charge.
- 2. Business additional listings consisting solely of names of individuals will appear in both groups without charge for the additional appearance.
- 3. Special types of additional listings will appear in both groups without charge for the additional appearance under the following conditions:
  - a. Alternate listings, provided that they are indented under business primary or regular additional listings that are listings consisting solely of names of individuals; and
  - b. All other special types of additional listings, provided that they are listings consisting solely of names of individuals and are indented under business primary or regular additional listings.

Residence primary or additional listings will appear in both groups without charge for the additional appearance, provided that they are indented under business primary or regular additional listings consisting solely of names of individuals.

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Issued by:

## 5.6 <u>Listing Services</u> (Cont'd)

## 5.6.1 <u>General Provisions</u> (Cont'd)

Special prominence or arrangement of names is not permitted nor is the listing of a service, commodity or trade name except when such service, commodity or trade name is a part of the name under which the listed party is doing business. The Company will refuse a listing which does not constitute a legally authorized or adopted name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is intended for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto. The length of any listing is limited by the use of abbreviations, where, in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired thereby. Where more than one line is required to properly list the party, no additional charge is made.

In connection with business service, a designation, i.e., an abbreviated descriptive term characterizing the listed party's business in a general way, may be furnished as part of the listing unless the character of the listed party's business is already apparent from the form of the corporate or firm name, in which case the designation is unnecessary and is not furnished. The form of listings must conform to the Company's specifications with respect to its directories. Listings are regularly provided in connection with exchange service of all classes, grades and types.

ISSUED DATE: October 15, 2001

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### 5.6 Listing Services (Cont'd)

#### 5.6.2 Primary Listings

One listing without charge, termed the primary listing, is provided for each call number in connection with exchange service (including semi-public). In cases where two or more business services are arranged in a group of rotary numbers, all of such numbers so arranged are identified by but one call number. A call number is the number designation with which a Customer's service is identified.

One primary listing is provided for each PBX system. In connection with PBX systems, the Company will include, without charge, informative wording to indicate that stations of the system may be dialed direct when the numbers of the stations are known.

One primary listing is provided for each joint user.

The primary listing is ordinarily the name of the Customer or joint user, or the name under which a business is regularly conducted. Where the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party.

A dual name listing is comprised of a surname, two first names, an address and number. This listing may be provided as the primary listing associated with residence service for two persons who share the same surname and reside at the same address or for a person known by two first names.

ISSUED DATE: October 15, 2001

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Issued by: Ja

## 5.6 <u>Listing Services</u> (Cont'd)

## 5.6.3 Additional Listings

A, Business Additional Listings

Business additional listings are listings in addition to the primary listing furnished in connection with business service and may be:

Names of partners or members, if the Customer or joint user is a partnership;

Names of officers, if the Customer or joint user is a corporation;

Names of representatives or employees of the Customer or joint user;

Bona fide names of firms which the Customer or joint user owns or controls or is duly authorized to represent;

Names of patrons participating in resale or shared use of the Customer's service or equipment; and

Business additional listings are not permitted in connection with residence service.

## 5.6 Listing Services (Cont'd)

## 5.6.3 Additional Listings (Cont'd)

B. Residence Additional Listings

Residence additional listings are listings in addition to the primary listing furnished in connection with residence service and may be the names of members of the Customer's family or of other persons residing in the Customer's household. Such listings may also be in the form of dual name listings as described in previously.

Residence additional listings are also permitted in connection with business service that is located in a residence and for permanent guests residing in a transient hotel, motel, or club, and tenants in an apartment house or apartment hotel.

C. Addresses and Numbers of Additional Listings

Ordinarily, all additional listings are of the same address and number as the primary listings, except in the case of alternate listings and listings for systems or services with in-dialing. When it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a station installed on premises of the Customer, but at an address different from that of the main station service.

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## 5.6 <u>Listing Services</u> (Cont'd)

## 5.6.3 Additional Listings (Cont'd)

- D. Special Types of Additional Listings
  - 1. Duplicate listings listings of nicknames, abbreviated names, names which are commonly spelled in more than one way, and rearrangements of names are permitted when, in the opinion of the Company, they are not desired to secure a preferential position in the directory or for advertising purposes.
  - 2. Cross-Reference Listings Names which are commonly spelled in more than one way; Names of formerly existing businesses which have been superseded by that of the Customer; Rearrangement of names when such rearrangement is not for the purpose of securing a preferential position in the directory or for advertising purposes; Cross-reference listings consists of a name, a reference to the primary listing, and, if desired, a number. Such listings do not include an address; however, if the number is included, the city and state involved must also be shown when a message toll call is involved.
  - 3. Alternate listings listings which refer calling persons to another number at night and on Sundays and holidays, or in case no answer is received on the call to the primary number, are permitted for all classes of service. The alternate number may be that of another Customer's service. In such case, the consent of the other Customer must be obtained before the alternate listing is furnished.
  - 4. Foreign Listings listings in an alphabetical directory of an exchange other than that in which the listed service is furnished are furnished under the provisions applicable to regular additional listings in the alphabetical directory in which the foreign listing appears.

ISSUED DATE: October 15, 2001

## 5.6 Listing Services (Cont'd)

- 5.6.3 Additional Listings (Cont'd)
  - D. Special Types of Additional Listings (Cont'd)
    - 5. Private Listing Service (Non-published) Upon receipt of an authorization signed by the Customer, in a form satisfactory to the Company, the name of that Customer and the number assigned to the service furnished to him will be omitted or deleted from the Company's directories and his number will be omitted or deleted from its information records. The Company will endeavor to prevent the disclosure of the number, but shall not be liable should such number be divulged through inadvertence, or under the following circumstances where the number will be disclosed:
      - a. Where the private listing service Customer calls the enhanced universal emergency number (i.e. 911) to the extent that the originating number, address and name associated with the originating number are furnished to the 911 service Public Service Answering Points.
      - b. Where the private listing service Customer calls the number of a Customer subscribing to Caller ID, without using Calling Party Number Blocking, to the extent that the originating number is displayed on a Caller ID display device. Here the private listing service Customer is called back by a Customer who subscribes to and uses Automatic Callback to return the call to the extent that the originating number is displayed within the call detail section of the Automatic Callback subscriber's billing statement.

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- 5.6 <u>Listing Services</u> (Cont'd)
  - 5.6.3 Additional Listings (Cont'd)
    - D. Special Types of Additional Listings (Cont'd)
      - 5. (Cont'd)
        - c. Where the private listing service Customer calls another Customer, who interprets the phone call as a harassing or threatening call and uses the Call Trace service to have the calling party number and further information referred to the local law enforcement agency. The extent to which pursuit continues would depend upon the law enforcement agency.
        - d. Where the private listing service Customer calls a Customer who subscribes to and uses the Advanced Custom Calling Service Call Screening, the calling Customer can prevent the possible exposure of his/her number by using Calling Party Number Blocking. This feature is available where Call Screening is available in the Bell serving area.
          - 1. The Company will furnish, upon request, the name of the Customer to exchange service where such service is used to provide recorded announcements.

## 5.6 <u>Listing Services</u> (Cont'd)

- 5.6.3 Additional Listings (Cont'd)
  - D. Special Types of Additional Listings (Cont'd)
    - 5. (Cont'd)
      - d. (Cont'd)
        - 2. Customers to private listing service, regardless of whether such service is subject to the monthly rate set forth in this section, have the option of requesting the Company to relay emergency messages from persons attempting to reach such Customers. The Company will not challenge the calling party's statement that an emergency exists, nor make any attempt to determine the importance of such emergency. Such messages will be billed to the private listing service Customer at the message rate set forth in E following.
      - e. The Company shall not be obligated to complete exchange or message toll calls to such Customers, by number.
    - 6. Semi-Private (Non-listed) Listing Service

Upon receipt of an authorization signed by the Customer, in a form satisfactory to the Company, semi-private listing service will be provided by the Company. With semi-private listing service the Customer listing is omitted or deleted from the Company's directories; however, these listings are contained in information records and will be furnished upon request of the calling party.

ISSUED DATE: October 15, 2001

- 5.6 <u>Listing Services</u> (Cont'd)
  - 5.6.4 Alternate Listings
    - A. The regular additional listing rate applies to alternate listings, depending on the classification of the regular listing under which the alternate listing is to appear. However, should an alternate listing follow two or more regular listings of the same Customer which are in alphabetical sequence and one of these regular listings takes the classification of business, the business listing rate is applicable to the alternate listing.
    - B. Where two or more alternate listings are furnished under one directive note or caption heading, the alternate listing rate shall apply to each listing under the note or caption, but no charge shall be made for the note or caption itself.

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### 5.7 Operator – Handled Service

Operator-Handled service is that service requested of a company operator, by the person originating a call, which is in addition to the Customer-dialed service.

- A. Station-to-Station calls are those calls where the person originating the call specifies to a company operator a particular number to be reached.
- B. Person-to-Person calls are those calls where the person originating the call specifies to a company operator a particular person to be reached, a particular mobile station to be reached through a MCC operator, or a particular station, department or office to be reached through a private branch exchange attendant.

When, after the MCC operator, or private branch exchange system called has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other person or mobile station to be reached through a MCC, or to any other station, department or office to be reached through a private branch exchange attendant, the call is charged for as person-to-person.

Where the person originating the call wishes arrangements made in advance with a particular party or station for the establishment of a connection at a specified time (appointment call), the call is charged for as person-to-person.

When at the request of the calling party the Company employs a messenger or other means to bring the called party to a (messenger call), the call is charged for as person-to-person, and in addition to the charges for the message, a charge is made for the exact amount expended, if any, for messenger service.

Third Number Billed calls are those calls where the person originating the call specifies to a company operator to bill the call to an authorized station, as determined by the Company, other than the station originating the call, or the station where the call is terminated.

ISSUED DATE: October 15, 2001

### 5.8 Directory Assistance Service

#### 5.8.1 Regulations

The Company will offer directory assistance service on an interim basis, subject to alteration or cancellation.

The regulations in this section apply to calls placed to directory assistance to obtain numbers of services located within the same local service area and outside the local/home numbering plan. The number of such numbers furnished on each call shall be limited to two.

Except as otherwise specified, directory assistance calls from the following are not subject to the regulations and charges in this section:

Services furnished to hospitals and skilled nursing homes. For the purpose of this paragraph, the term "skilled nursing homes" applies to those nursing Homes that provide around-the-clock professional nursing care.

Public, semi-public service and Customer-Owned Coin-Operated (COCOT).

## 5.9 Message Waiting Indication

## 5.9.1 General

Message Waiting Indication is a feature which allows a visual (i.e., a flashing light), and an audible tone signal, (i.e., stutter dial tone), to be activated and deactivated on an exchange access line. Where facilities permit, Customers with the appropriate Customer Premise Equipment (CPE) will receive a visual message waiting indication (i.e., a light) in addition to the audible tone signal.

Message Waiting Indication is provided in connection with all grades, types and classes of service, except semi-public service.

This feature capability is available where facilities and conditions permit.

### 5.10 Star Access to Voice Mail

#### 5.10.1 General

Star Code Access To Voice Mail Service is abbreviated dialing access to Voice Mail from the Customer premises via an abbreviated code (\* and a two-digit code). The Customer, when calling from the line on which the voice mailbox is associated, will use the feature by picking up the handset and dialing an abbreviated code (\* and a two-digit code). This action will forward the call to the Customer's voice mailbox.

### 5.10.2 Terms and Conditions

Star Code Access To Voice Mail Service requires Alternate Answering and/or Busy Line Transfer on the Customer's exchange line. The call forward number for Star Code Access to Voice Mail Service must be the same as that of Alternate Answering and/or Busy Line Transfer.

Star Code Access To Voice Mail Service is provided subject to the availability of Central Office capacity and facilities.

The Monthly Price for the Star Code Access To Voice Mail Service is in addition to the Monthly Prices for Alternate Answering and Busy Line Transfer services. Star Code Access To Voice Mail Service is offered only in association with residence and business exchange services and unless specified otherwise, PBX trunks.

Star Code Access To Voice Mail Service is not available with Centrex system stations, semi-public service or party line exchange service.

ISSUED DATE: October 15, 2001

## 5.11 Voice Mail Features Package

## 5.11.1 Description

The Voice Mail Features package is an optional package that includes Message Waiting Indication, Busy Line Transfer, Alternate Answer and Star Code Access To Voice Mail Service. Message Waiting Indication provides for a visual and audible signal to be activated on a Network Access Line.

Busy Line Transfer automatically transfers incoming calls to alternate designated exchange numbers or to a Direct Inward Dialing (DID) Station Number when the called number is busy.

Alternate Answering automatically transfers incoming calls that encounter a do not answer condition after a predetermined number of rings to a designated exchange number or to a Direct Inward Dialing (DID) Station Number.

Star Code Access To Voice Mail Service is abbreviated dialing access to Voice Mail from the Customer premises via an abbreviated code (\* and a two-digit code).

### 5.11.2 Terms and Conditions

The Voice Mail Features package is available where facilities permit and is subject to the Message Waiting Indication, Busy Line Transfer, Alternate Answer, and Star Code Access to Voice Mail optional feature provisions specified in this section of the price list.

The Voice Mail Features package is offered only in association with residence and business exchange services and unless specified otherwise, PBX trunks. Voice Mail Features package is not available with Centrex system stations, semi-public service or party line exchange service.

ISSUED DATE: October 15, 2001

#### 5.12 Custom Calling Service Features

#### 5.12.1 Description

Custom Calling Service Features are optional telecommunication services offered as additions to regular exchange service.

#### 5.12.2 Feature Descriptions

Call Forward – Allows the Customer to activate and deactivate a transfer of all incoming calls to another dialable number.

Call Forward/Busy Line – Allows a customer to have incoming calls forwarded to another predetermined number within the same central office switch if the called number is busy.

Caller ID – Allows for the automatic delivery of a calling party's name and telephone number (including non-published and non-listed telephone numbers) to the called customer, which fives the called customer an opportunity to decide whether to answer the call immediately or not. The name and number are displayed on customer provided equipment. Caller Identification Customers who do not wish to receive blocked calls can activate Call Rejection.

Call Return (\*69) – Allows the Customer to dial \*69 that will cause the feature to automatically redial the number of the last incoming call to that line, whether the call was answered or not. The Customer does not have to know the number of the calling party. IF the called number is busy, the feature will redial the called number for a limited period of time.

Call Waiting – Provides a tone to alert a Customer with a call in progress that a second party is calling them, and allows the Customer to answer the incoming call while holding the original connection.

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## 5.12 Custom Calling Service Features (Cont'd)

## 5.12.2 Feature Descriptions (Cont'd)

Distinctive Ring – Allows a customer to receive an audible Call Waiting tone or Distinctive Ring signal from a line equipped with Dial Call Waiting. If the called line is idle, a Distinctive Ring signal will be heard. If the called line is busy, the called line receives a Call Waiting one.

Repeat Dial – Allows the Customer to automatically redial the last number the Customer attempted to call. If the called line is not busy, the call will be places. When a caller receives a busy condition, where technically feasible the service will automatically play an announcement offering the caller the option, by entering the activation code, of having the service complete the call when the called line becomes available. If the called line is busy, a confirmation announcement is heard, the Customer hangs up and a queing process begins. For the next 30 minutes, both the calling and called lines are checked periodically for availability to complete the call. If during this queing process the called line becomes idle, the customer is notified, via a distinctive ring, that the network if ready to place the call. When the Customer picks up the telephone handset the call will automatically be placed.

Selective Call Reject – Allows the Customer to reject call attempts from up to 15 numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the Customer form these numbers will be prevented from terminating to the Customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party.

Speed Dialing – Allows the Customer to call a pre-selected group of telephone numbers by dialing 1 or 2 digits rather than the actual number. Speed Dialing is available with an 8 or 30 telephone number capacity.

Three-Way Calling – Allows the Customer to add a third party to an established call without operator assistance.

ISSUED DATE: October 15, 2001

## 5.13 <u>Talking Call Waiting</u>

## 5.13.1 Description

Talking Call Waiting allows a residential Customer to know who is calling while they are on the with another party. Talking Call Waiting enhances Call Waiting by allowing the Customer to hear who is calling after hearing the call waiting tone while the Customer is on the line. Any and all names will be voiced to the subscriber. This includes "private" or "unknown" to be voiced in the appropriate situation. Talking Call Waiting subscribers will hear both a call waiting tone plus the name of the calling party on an incoming call. The Customer then presses the switch hook-flash to place the current call on hold and talk to the call waiting party. Subsequent switch hook-flashes will allow the subscriber to "toggle" between the two parties, placing one on hold so that they can speak to the other party.

## 5.13.2 Terms and Conditions

Talking Call Waiting is available on a monthly subscription basis and must be subscribed to in conjunction with Call Waiting service.

Customers with more than one line will need to subscribe to the service for each line they wish to have Talking Call Waiting made available.

This service requires no additional adjunct or display equipment. Talking Call Waiting is not available on ISDN.

ISSUED DATE: October 15, 2001

### 5.14 Maintenance Plans

Maintenance Plans are available from the Company for residential and business customers utilizing noncomplex wire. These noncomplex maintenance plans provide for trouble isolation, and maintenance of premises wire and associated jacks located on the Customer side of the Network Interface.

Maintenance Plans are subject to a minimum billing period of one month.

When a trouble condition is attributed to the presence of non-standard wiring or installation, only that portion of the wiring, and jacks where the problem exists will be rewired, if necessary, using standard wire, jacks and installation methods. The Company will not entirely rewire the premises even though non-standard wire may have been used on other working jacks. Rewiring work that is required to remedy an existing case of trouble will be performed in a reasonable manner.

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EFFECTIVE DATE: October 16, 2001

#### 5.15 Line Verification and Interrupt

- 1. Customers may obtain assistance in verifying if a called line is in use, or in interrupting a conversation in progress, by calling the Telephone Company operator.
- 2. Verification and interrupt service is furnished where facilities permit. Person-to-person service is not offered and collect billing is not permitted.
- 3. Verification and interrupt service is furnished to coin and non-coin customers.
- 4. Centrex-CU numbers may not be verified or interrupted.
- 5. Application of Charges
  - A. A verification charge is applicable each time a customer requests a Telephone Company operator to determine whether or not a line is in use.
  - B. An interrupt charge is applicable each time a customer requests a Telephone Company operator to interrupt a conversation or to verify that a line is in use and interrupt a conversation.
  - C. No verification or interrupt charge will apply if the Telephone Company operator determines that there is trouble on the line, or if the requesting customer identifies that the call is from an Official Public Emergency Agency. An Office Public Emergency Agency is a government agency which is operated by the Federal, State or Local government and has the capability and legal authority to provide prompt and direct aid to the public in emergency situations.
  - D. An interrupt charge applies whenever the operator interrupts the conversation even though one or both of the parties interrupted refuses to terminate the conversation in progress.
  - E. If the number verified is not in use, or as a result of interrupt the line is cleared, and, at the calling party's request, the operator completes the call, the applicable service charges apply.

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EFFECTIVE DATE: October 16, 2001

- 5.15 <u>Line Verification and Interrupt</u> (Cont'd)
  - 5. Application of Rates (Cont'd)
    - F. Time of day discounts and unused allowances, e.g., Measured Service and Message Service, will not be applied against Verification and Interrupt charges.

ISSUED DATE: October 15, 2001

EFFECTIVE DATE: October 16, 2001

## SECTION 6.0 - RATES

## 6.1 <u>Application of Rates</u>

#### 6.1.1 Residence Rates

Service is classified and charged for as residence service:

- A. At all residence locations only where the primary use of the service is of a social or domestic nature, where business use, if any, is solely incidental to the primary social or domestic use, and where a residence type listing is furnished.
- B. In churches, provided the use of the ser vice is confined to the activities of the particular church subscribing for the service.
- C. When furnished to dormitories and residence halls of colleges, universities, and other residence schools, and to fraternity and sorority houses, provided such locations are used by students and student members as their residences.
- D. When furnished at any location as an access to a repeater control and/or autopatch facility of a bonafide amateur radio operator, organization or society duly licensed as a primary station by the Federal Communications Commission as an amateur radio station pursuant to FCC Part 97, Section 5 [47 CFR Section 97.5] or any successor regulation. The Company may request a copy of the amateur radio station license prior to the installation of service.
- E. The Company will provide residence trunk lines which terminate in a PBX (or similar) system of a college, university or other residence school (a) used solely by the students or student members described in 1-c, preceding, or (b) used by such college, university or other residence school for residence and administrative purposes, providing the business and residence trunks are physically segregated so that the trunks classified as residence can only be accessed by the students or student members described in 1-c, preceding. The Company reserves the right to inspect the premises of the college, university or other residence school to assure compliance with the provisions of this paragraph, in accordance with the Ownership and Use of Facilities.

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## 6.1 Application of Rates (Cont'd)

## 6.1.2 Business Rates

Service is classified and charged for as business at all business locations, and at any residence locations where the use is not primarily or substantially of a social or domestic nature.

When it is determined that a Customer is using residence service in such a manner that is should be classified and charged for as business service, the Company will discontinue the service of such Customer in the event he refuses to permit his service to be classified as business service and pay the applicable business rates.

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### 6.2 Local Exchange Service

6.2.1 Dial Tone Lines

Residence Business <u>Monthly Rate</u> \$10.00 \$23.00 Each Additional Line \$10.00 \$23.00

### 6.2.2 Local Exchange Usage

A. Measured Rate Service

NOC

B. Message Usage Service

NOC

C. Flat Usage Service

See Charge in Section 6.2.1 for Dial Tone Lines. Unlimited flat usage included in monthly rate.

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## 6.3 Nonrecurring Charges

	Residence	<b>Business</b>	
Line Connection Charge	\$55.00	\$55.00	
Each additional connection*	\$20.00	\$20.00	
Telephone Number Change Charge	\$9.50	\$11.50	
Record Change Charge	\$5.00	\$5.00	
Service Order Charge,			
Per occasion, per location,			
Primary	\$20.00	\$25.00	
Secondary	\$9.50	\$16.00	
Remote Call Forwarding	\$20.00	\$20.00	
Premises Visit Charge			
First 15 minute increment or			
or fraction thereof	\$50.00	\$50.00	
Each additional 15 minute increment			
Or fraction thereof	\$14.00	\$14.00	
Restoral of Service	\$28.45	\$28.45	
Trouble Isolation Charge	\$40.00	\$40.00	

\*Applicable only if connected at same time as initial line connection. Extra charge if additional connection made after initial connection.

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## 6.3 Nonrecurring Charges (Cont'd)

	Residence	Business
High Speed Internet Setup *	\$99.00	\$99.00
Install Dataline	\$75.00	\$75.00
Install Phone Jack	\$75.00	\$75.00
Install Additional Jack	\$75.00	\$75.00
Install Phone Line	\$55.00	\$55.00
Install additional phone line		
(at the same time as the initial)	\$20.00	\$20.00

\*A la carte pricing. High speed internet setup included with Home and Business Services Packages.

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#### 6.4 Home Services Packages

Package A A.

**Complete Package** 

\$99.00

The amount of reduction in the package rate for the removal of each given service/feature is as follows:

Service /Feature	Package Price Reduction
Long Distance at \$0.05 per minute	\$4.95
Security monitoring with LineSentry	\$22.95
Internet access	\$44.95

#### Β. Package B

\$124.95 **Complete Package** The amount of reduction in the package rate for the removal of each given service/feature is as follows:

Service /Feature	Package Price Reduction
Second phone line (additional flat rate)	\$8.00
Long Distance at \$0.05 per minute	\$4.85
Security monitoring with LineSentry	\$21.95
Internet access	\$35.95

Package C C.

\$139.95

Complete Package The amount of reduction in the package rate for the removal of each given service/feature is as follows:

Service /Feature	Package Price Reduction
Second phone line (additional flat rate)	\$9.00
Long Distance at \$0.05 per minute	\$4.95
Security monitoring with LineSentry	\$21.95
Internet access	\$52.95

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#### 6.5 Business Services Packages

A. Package A

Complete Package

\$144.00

The amount of reduction in the package rate for the removal of each given service/feature is as follows:

Service /Feature	Package Price Reduction
Long Distance at \$0.05 per minute	\$4.95
Security monitoring with LineSentry	\$22.95
Internet access	\$79.95

B. Package B

Complete Package \$185.00 The amount of reduction in the package rate for the removal of each given service/feature is as follows:

Service /Feature	Package Price Reduction
Second phone line (additional flat rate)	\$15.00
Long Distance at \$0.05 per minute	\$4.85
Security monitoring with LineSentry	\$21.95
Internet access	\$69.95

C. Package C

**Complete** Package

\$202.95

The amount of reduction in the package rate for the removal of each given service/feature is as follows:

Service /Feature	Package Price Reduction
Second phone line (additional flat rate)	\$15.00
Long Distance at \$0.05 per minute	\$4.95
Security monitoring with LineSentry	\$21.95
Internet access	\$99.95

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6.6	Misce	llaneous Services	
	6.6.1	Toll Restriction NOC	
	6.6.2	Billed Number Screening Service	
		Per line, residential and business	\$2.25
	6.6.3	Selective Call Screening Service	
		Per line, residential and business	\$4.00
	6.6.4	Listing Services	
		Primary Listing	No Charge
		Additional Listing Residence Business	\$1.50 \$1.50
		Private Listing (Non published) Residence	\$1.00
		Semi-Private Listing (Non listed) Residence	\$1.00

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Issued by:	James Moskowwitz, Senior Counsel-Regulatory Affairs
	10805 Parkridge Blvd, Ste. 150
	Reston, VA 20191

## 6.6 Miscellaneous Services (Cont'd) Operator – Handled Service 6.6.5 Each Call Automated Calling Card, Station to station \$0.90 Customer dialed, Operator Assisted, Calling Card Station to station \$1.50 Operator Handled, Station to Station \$1.50 Operator Handled, Person to Person \$3.00 Operator Handled, Third Number Billing \$1.50 **Directory** Assistance 6.6.6 Each Call Local Calling Area \$0.45 Outside Local/Home Numbering Plan Area \$0.95

- 6.6.7 <u>Message Waiting Indication</u> NOC
- 6.6.8 <u>Star Access to Voice Mail</u> NOC

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## 6.6 <u>Miscellaneous Services</u> (Cont'd)

6.6.9 <u>Voice Mail Features Package</u> NOC

# 6.6.10 <u>Custom Calling Service Features</u> (a la carte) Monthly rate (each line)

		Monthly rate (each line)	
		Residence	<b>Business</b>
	Caller ID	\$8.50	\$10.00
	Caller ID Blocking	\$4.00	\$4.00
	Call Waiting	\$6.00	\$6.00
	Call Forwarding	\$2.75	\$4.00
	Per use	\$.075	\$0.75
	Monthly cap	\$6.00	\$6.00
	Three-way Calling	\$4.00	\$5.50
	Per use	\$.075	\$0.75
	Monthly cap	\$6.00	\$6.00
	Call Return (*69)	\$4.00	\$5.00
	Per use	\$.075	\$0.75
	Monthly cap	\$6.00	\$6.00
	Speed Dialing - 8	\$1.50	\$3.00
	Repeat Dial	\$2.50	\$3.00
	Per use	\$.075	\$0.75
	Monthly cap	\$6.00	\$6.00
	Distinctive Ring	\$3.00	\$3.00
6.6.11	Talking Call Waiting NOC		
6.6.12	Maintenance Plans		
	Monthly	<u>Residence</u> \$4.25	Business \$6.00
6.6.13	Line Verification and Interrupt Line Verification, each request Line Interrupt, Emergency	\$1.50 \$1.50	\$1.50 \$1.50

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## 6.5 Miscellaneous Services (Cont'd)

### 6.6.14 Telecommunications Relay Service

For Calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice non-relay call.

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