

SCHEDULE OF RATES AND CHARGES  
TOGETHER WITH RULES AND REGULATIONS  
APPLICABLE TO TELEPHONE SERVICE  
PROVIDED IN THE TERRITORY SERVED  
BY HARDY TELECOMMUNICATIONS, INC.,  
WITHIN THE STATE OF WEST VIRGINIA AS FOLLOWS:

NOTE: PSC NO. 7 CANCELS PSC NO. 6 IN ITS ENTIRETY

Issued by authority of an order of the Public Service Commission of West Virginia in Case  
No. 97-1619-T-T, dated December 12, 1997.

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## GENERAL RULES AND REGULATIONS

### A. APPLICATION

The rules and regulations specified herein apply to the intrastate services and facilities of Hardy Telecommunications, Inc., hereinafter referred to as the Company. Failure on the part of the subscribers to observe these rules and regulations, after due notice of such failure, automatically gives the Company the authority to discontinue the furnishing of service.

In the event of a conflict between any rate, rule, regulation, or provision contained in these General Rules and Regulations and any rate, rule, regulation, or provision contained in the specified tariffs, the rate, rule regulation, or provision contained in the specific tariffs shall prevail.

These tariffs cancel and supersede all other tariffs of the Company issued and effective prior to the effective date of these tariffs.

### B. EXPLANATION OF SYMBOLS

- (C) Signifies a changed regulation.
- (D) Signifies a discontinued rate, treatment, or regulation.
- (I) Signifies an increased rate or new treatment resulting in increased rates.
- (M) Signifies that tariff verbiage has been moved (N)
- (N) Signifies a new rate, treatment, or regulation.
- (R) Signifies a reduced rate or new treatment resulting in reduced rates.
- (S) Signifies a change in text but no change in rate, treatment, or regulation.

### C. OBLIGATION AND LIABILITY OF COMPANY

#### 1. Availability of Facilities

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

**GENERAL RULES AND REGULATIONS**

D. OBLIGATION AND LIABILITY OF COMPANY (cont'd.)

2. Interruption of Service

If service is interrupted for more than twenty-four hours due to any fault of the Company, an allowance at the minimum rate for the facilities affected shall be made for the time such interruption continues, after notice and demand to the Company. The Company shall not be held responsible for any other liability.

3. Directory Errors and Omissions

The Company is not liable for damages arising from errors in or omission of directory listings for which there is no charge, or for listings obtained from Directory Assistance.

The Company's liability for errors or omissions of listings for which a charge is made shall be limited to an amount not to exceed the rate charged for such listing during the period in which the mistake occurs.

4. Transmitting Messages

The Company does not transmit messages. If, because of transmission difficulties, the operator repeats messages between subscribers, the operator is deemed acting as an agent of the subscriber and no liability shall attach to the Company in case of error or misunderstanding.

5. Use of Connecting Company Lines

Lines of other connecting companies may be used to reach points outside the Company area when suitable arrangements can be made. The Company will not be liable for any action of the connecting company.

6. Defacement of Premises

The Company will not be liable for any defacement or damage of property due to installation, existence, or removal of Company property, except when the damage is the result of negligence of the Company.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 98-0584-T-T, dated July 1, 1998.

**GENERAL RULES AND REGULATIONS**

C. OBLIGATION AND LIABILITY OF COMPANY (cont'd.)

7. Adjustment of Charges

In case of over billing, a refund will be made by the Company for the full amount of excess charges when the amount can be determined; when the amount cannot be determined from available records, the maximum refund will not exceed the estimated over billing over a one-year period.

D. USE OF SERVICE AND FACILITIES

1. Ownership and Use of Equipment

All access lines furnished by the Company are the property of the Company even though located on the premises of the subscriber. Company agents or employees shall have the right to enter said premises at any reasonable hour to install or maintain equipment, make collections, or remove equipment.

The Company may refuse to install or maintain any service at locations which are hazardous to Company employees. If such service is furnished, the subscriber may be required to install and maintain such service, holding the Company harmless from any claims for damage by reason of the installation and maintenance of this service.

2. Use of Subscriber Service

Subscriber access line service is furnished only for the use of the subscriber, his family and associates. The Company may refuse to install or permit such service to remain on premises of public or semipublic character.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 98-0584-T-T, dated July 1, 1998.

**GENERAL RULES AND REGULATIONS**

D. USE OF SERVICE AND FACILITIES (cont'd.)

3. Tampering with Equipment

The Company may refuse to furnish access line service to any person or business when the installed equipment shows any evidence of tampering for the purpose of obtaining service without payment of charges applicable to the service rendered by the Company.

4. Use of Improper Language or Impersonation of Another

The Company may refuse service to anyone who uses or permits abusive or obscene language over Company facilities or impersonates another individual with fraudulent or malicious intent.

5. Governmental Objections to Service

The Company may refuse service or discontinue service to anyone upon objection to such service by or on behalf of any governmental authority acting within its jurisdiction.

6. Resale of Local Exchange Service

The Company may refuse to furnish or may terminate existing service to any subscriber when the local service is resold by the subscriber without authorization from the proper regulatory authorities.

E. CONNECTION WITH CUSTOMER-OWNED PREMISE EQUIPMENT AND PREMISE WIRING

1. General

Customer-Owned Premise Equipment (COPE) and Premise Wiring (PW) used in conjunction with telephone service shall not interfere with any of the service offerings of the Company, endanger Company employees or the public, damage or require the alteration of Company facilities, interfere with the proper functioning of

**GENERAL RULES AND REGULATIONS****E. CONNECTION WITH CUSTOMER-OWNED PREMISE EQUIPMENT AND PREMISE WIRING (cont'd.)****1. General (cont'd.)**

Company facilities, or impair the operation of the telephone network. Upon notice from the Company that the COPE and/or PW is causing or is likely to cause such hazard or interference, the customer shall make whatever changes are necessary to correct the problem.

The Company shall not be responsible for the installation, operation, or maintenance of any COPE or PW. The customer shall be responsible for the payment of all Company charges of customer-initiated visits by the Company to the customer premises where a service difficulty or trouble report results from customer provided equipment or premise wiring facilities. These charges are described in the "Non-Recurring Charges" section of this tariff.

Where COPE and/or PW is connected to Company facilities, the responsibility of the Company shall be limited to the furnishing, operation, and maintenance of such facilities in a manner suitable for telephone service. The Company shall not be responsible for the through transmission of signals generated by the COPE and/or PW or, for the quality of, or defects in, such transmission, or the reception of signals by COPE and/or PW. The Company shall not be responsible to the customer if changes in any of the facilities, operations, or procedures of the Company render any COPE and/or PW obsolete or require modification or alteration of such equipment or otherwise affect its use or performance.

Where COPE and/or PW is used with telephone service in violation of any of these conditions, the Company will take whatever action is necessary to protect the network and will promptly notify the customer of the violation in writing. The customer shall discontinue use of the equipment and/or premise wiring or correct the violation. Written confirmation of the corrective action taken will be supplied to the Company within ten (10) days following receipt of notice of the violation

**GENERAL RULES AND REGULATIONS**

E. CONNECTION WITH CUSTOMER-OWNED PREMISE EQUIPMENT AND PREMISE WIRING (cont'd.)

1. General (cont'd.)

the customer. Failure of the customer to comply with these requirements shall result in suspension of the customer's service until the customer complies with the provisions of this tariff.

The customer shall be responsible for provision and maintenance of all premise wiring associated with his or her telephone service.

Any charges made for service calls where the trouble is found to be in customer provided equipment are considered to be utility service and are subject to all requirements for payment specified in other parts of this tariff.

2. Connection of Terminal Equipment and Premise Wiring

Customer owned terminal equipment which meets the criteria set forth in Part 68 of the FCC Rules and Regulations may be connected to facilities furnished by the Company in accordance with the following provision:

Registration number and ringer equivalence must appear on each unit of equipment.

The customer must notify the Company of his intentions to connect terminal equipment. The notification must include the identification number of the equipment and the location where the equipment will be used. All premise wiring shall conform to generally accepted telecommunications industry standards.

F. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service

Application for service must be made on the Company's standard form, which becomes a contract when accepted in writing by the Company or upon establishment of service.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 98-0584-T-T, dated July 1, 1998.

**GENERAL RULES AND REGULATIONS**

F. ESTABLISHMENT AND FURNISHING OF SERVICE (cont'd.)

1. Application for Service (cont'd.)

The subscriber is required to pay in advance all charges for the first billing period and connection charges if applicable. The conditions of such contracts are subject to all provisions of this and other applicable tariffs. Requests for additional services may be made verbally if provided in the original contract and no advance payment will be required. A move within the exchange area is not considered to terminate the contract and orders for such may be made verbally.

2. Telephone Numbers

The Company may change any or all numbers whenever it deems it advisable in the conducting of its business to do so.

3. Alterations

The subscriber agrees to notify the Company of any alterations which will necessitate changes in the Company's facilities and the subscriber agrees to pay the Company's actual cost of making such changes.

4. Maintenance and Repairs

The Company shall bear the expense of all repair and maintenance of its facilities except where damage or destruction of facilities is due to the neglect of the subscriber.

5. Unusual Installation Cost

Where special conditions or special requirements of the subscriber involve unusual construction or installation costs, the subscriber may be required to pay a reasonably proportionate share of such cost. Title to all facilities constructed wholly or partly at cost to the subscriber is vested in the Company.

**GENERAL RULES AND REGULATIONS**

G. TELEPHONE DIRECTORIES

1. Distribution

The Company will furnish to its subscribers, without charge, only such directories as it deems necessary for the efficient use of the service. Other directories will be furnished at the discretion of the Company at a reasonable charge.

H. ESTABLISHMENT AND MAINTENANCE OF CREDIT

1. Establishment of Credit

The Company shall not be required to furnish service to anyone who owes for service previously rendered or whose credit is doubtful in the opinion of the Company. The subscriber may be required to establish and maintain his credit in one of the following ways: by furnishing acceptable references, providing a suitable guarantee in writing, or by cash deposit.

2. Deposits

The amount of deposit required for the establishment of credit shall not exceed 1/12 of the estimated annual charge to the customer.

Deposits will be refunded after payment has been received in a satisfactory manner for twelve consecutive months.

3. Deposit Not to Affect Regular Collection Practices

The subscriber shall be required to comply with the normal collection of bills even though cash deposit has been made. The Company may discontinue service for nonpayment of current bills without regard to the fact that the subscriber has made a deposit or guarantee with the Company to secure payment of such bills.

4. Interest to be Paid on Deposits

Simple interest at the rate designated by the Public Service Commission shall be paid by the Company annually or at time of discontinuance of service on all deposits made for the purpose of establishing credit.

(T)

**GENERAL RULES AND REGULATIONS**

H. ESTABLISHMENT AND MAINTENANCE OF CREDIT (cont'd.)

5. Discontinuance of Services for Failure to Establish Credit

Service may be discontinued for failure to establish credit, as authorized above, within seven days after the Company has served or mailed notice requiring the subscriber to do so. Where service has been discontinued for failure to establish credit, the regular non-recurring charges will be made and collected by the Company.

I. MINIMUM CONTRACT PERIODS AND TERMINATION OF SERVICE

1. Minimum Contract Periods

Except as hereinafter provided, the initial (or minimum) contract period for all services and facilities is one month at the same location.

The length of contract period for directory listings, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the day the succeeding directory is first distributed to subscribers.

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

2. Termination of Service - Subscriber's Request

Service may be terminated prior to the expiration of the initial contract period upon notice being given to the Company, and upon payment of all termination charges, in addition to all charges due for service which has been furnished.

In the case of service for which the initial contract period is one month, the charges due for the balance of the initial month period will not be refunded if service is terminated prior to completion of the initial month of service.

**GENERAL RULES AND REGULATIONS**

I. MINIMUM CONTRACT PERIODS AND TERMINATION OF SERVICE (cont'd.)

2. Termination of Service - Subscriber's Request (cont'd.)

In the case of directory listings where the listing has appeared in the directory, the charges due to the end of the directory period, except that in the following cases charges will be continued only to the date of the termination of the extra listing with a minimum charge of one month.

- (1) The contract for access line service is terminated.
- (2) The listed party becomes a subscriber to some class of exchange service.
- (3) The listed party moves to a new location.

For special equipment, the charges will be based on the individual circumstances in each case as agreed upon at the time of installation.

Contracts for periods longer than one month covering services whose installation required line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period, or the contract will be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original subscriber.

Service may be terminated after the expiration of the initial contract period, upon the Company being notified, and upon payment of all charges due to the date of termination of the service.

3. Termination of Service by the Company

In the event of failure by the subscriber to pay any regular bills within 20 days of the due date or to promptly settle special toll bills, the Company may render to the customer a written disconnect notice ten days prior to disconnection.

**GENERAL RULES AND REGULATIONS**

I. MINIMUM CONTRACT PERIODS AND TERMINATION OF SERVICE (cont'd.)

3. Termination of Service by the Company (cont'd.)

The Company shall not be required to restore or establish service at any location where the defaulting customer resides or conducts business until suitable arrangements for the payment of all proper amounts are made.

The regular non-recurring service connection charges will be made for reconnecting service which has been discontinued. Service may be reestablished only on the basis of a new application.

4. Soft Dial Tone

When a subscriber has been temporarily disconnected from service, the Company will allow access, via the subscriber's exchange access line, to a 911 emergency service facility and to the Company's business office. Any number dialed other than the digits "911" and "897-9911" will be routed to an intercept recording with the following announcement:

"This telephone line is not in service. This line may only be used to call 911 for emergency service or 897-9911 for questions regarding the status of your account. It is a violation of W. Va. State law to call 911 for any reason other than to report an emergency."

J. PAYMENT FOR SERVICE AND FACILITIES

The subscriber shall pay for services and facilities monthly in advance except all various units of government, and shall pay for Toll Messages, Teletypewriter Exchange Service, and Service Connection Charges when billed. Failure to receive a bill does not relieve the subscriber of the responsibility for payment in accordance with these provisions.

\* Text previously on Original Sheet No. 16 has been moved to 1<sup>st</sup> Revision Sheet No. 17

**GENERAL RULES AND REGULATIONS****J. PAYMENT FOR SERVICE AND FACILITIES (cont'd.)**

All bills for service are due and payable when rendered. Payment may be made at the business office of the Company.

Bills are issued the first of each month. In the event the balance is not paid by the second closing date following the initial billing, a late charge of 1 1/2% will be added to the bill.

**K. SPECIAL SERVICES AND FACILITIES**

Special services and facilities not ordinarily used in the furnishing of telephone service and not otherwise provided for by the tariff schedules of the Company may be furnished or leased pursuant to special contract for such special service or facility or the use made thereof is not unlawful and does not interfere with the telephone service furnished by the Company. Special services are provided for each individual application as a custom-engineered system to satisfy and provide for the needs of that customer. Applicable charges will be determined by the revenue requirements of the utility for each individual system. In the event any such special service or facility or the use made thereof interferes with the furnishing of the telephone service by the Company, the Company may terminate such contract and cease to furnish such special service or facility after thirty days written notice to the subscriber.

**L. BILLING FOR NON-TELECOMMUNICATIONS SERVICES AND ITEMS**

The Company has been approved, in Case No. 00-1625-T-PW, by the Public Service Commission of West Virginia to place on a customer's bill for telecommunications services applicable charges for the following non-telecommunications services and items: (1) sale of "Yellow Page" directory advertising; (2) sale of inside wire maintenance, installation, or repair; (3) sale of deregulated Internet service; (4) sale of voice mail service; (5) sale of deregulated Customer Premise Equipment; and (6) offering of additional directory listing and other special types of listing services. These charges are listed separately and subtotaled.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0625-T-PW, dated March 9, 2001.

## DEFINITIONS

### Access Line

The circuit which travels from the Central Office to the subscriber's premise terminating at the protector of primary interface jack, which provides direct access to the local exchange and the toll switching network and allows the subscriber to initiate telephone calls by means of both rotary dialing and dual-tone multi-frequency signaling.

### Basic

A Local Calling Plan in which the customer is charged a flat rate per month and a rate per minute for every complete outgoing local call.

### Channel

The electrical path provided by the Telephone Company between two or more locations.

### Circuit

A channel used for the transmission of electrical energy in the furnishing of telephone service.

### Community Calling

A Local Calling Plan in which the customer is charged a flat rate per month and a rate per minute for every completed outgoing local call outside the Lost River Exchange (304-897 and 304-434).

### Community Plus

A Local Calling Plan in which the customer is charged a flat rate per month and a rate per minute for every completed outgoing local call made to a location outside the Lost River Exchange (304-897 and 304-434) except calls to the Moorefield (304-538) and Wardensville (304-874) Exchanges.

### Connecting Company

A corporation, association, partnership, or individual owning or operating one or more exchanges and with which traffic is interchanged.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 98-0584-T-T, dated July 1, 1998.

## DEFINITIONS

### Continuous Property

Physical property, including any buildings thereon, used in the conduct of one establishment or business, throughout which there is general access without the necessity of crossing land used publicly or privately by others.

### Contract

The agreement between a subscriber and the Telephone Company under which services and facilities are furnished in accordance with the provisions of the tariffs applicable.

### Customer Owned Premise Equipment (COPE)

Devices, apparatus, and their associated wiring provided by a subscriber for use with facilities furnished by the Company.

### Exchange Area

The territory in which telephone service is provided by the Company.

### Extension and PBX Station Mileage

The charges made for the additional circuit required to furnish such stations beyond the allowable distance from the main station or PBX switchboard.

### Extra Listing

Any directory listing of a name or information in connection with a subscriber's telephone number beyond that to which he is entitled in connection with his regular service.

### Individual Line

An exchange line designed for the connection of only one main station.

### Local Channel

The portion of a channel which connects a station to an interexchange channel; it also applies to a channel connecting two or more stations within an exchange area.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 98-0584-T-T, dated July 1, 1998.

**DEFINITIONS**

Local Message

A communication between subscriber stations within the same local service area.

Local Service Area

That area throughout which a subscriber obtains telephone service to a local service area at a given rate without the payment of a toll charge.

Premise Wiring (PW)

The wire, cable, jacks, plugs, blocks, connectors, fastening hardware, etc., beyond the customer side of the protector or primary interface jack.

Premises

All of the building or the adjoining portions of a building occupied and used by the subscriber.

Premium

A Local Calling Plan in which the customer is charged a flat rate per month regardless of the number of completed outgoing local calls.

Primary Interface Jack

The telephone service connecting jack beyond the customer side of the protector which is electrically nearest to the protector.

Private Line

A circuit provided to furnish communication only between the two or more telephones directly connected to it. Such instruments do not have access to the exchange network.

Protector

The device on the customer premise which is provided by the Company for the purpose of protecting the customer, the premise, the COPE and the PW from overvoltage which might appear on the access line.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 98-0584-T-T, dated July 1, 1998.

## DEFINITIONS

### Public Telephone

A non-listed, non-subscriber exchange station installed for the convenience of the public at a location chosen or accepted by the Company.

### Subscriber

A person or agency subscribing for telephone service. As used in this tariff, a separate subscriber is involved at each location or continuous property where service is furnished. One individual or firm may be considered as two or more separate subscribers even in the same exchange. The privileges, restrictions, and rates established for a subscriber to any class of service are limited to the service at one location; and no group treatment of service at separate locations furnished to one individual or firm is contemplated or to be implied except when definitely provided for in the schedules.

### Tariff

The document which lists the communication services offered by the Company and the associated rates and charges.

### Toll Message

A message from a calling station to a station located in a different local service area.

### Toll Service

Telephone service between patrons in different local service areas.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 98-0584-T-T, dated July 1, 1998.

**NETWORK ACCESS LINE SERVICES**

RATES

<u>Basic</u>	<u>Monthly Flat Rate</u>	
Residence One Party Access**	\$16.00	(I)
Business One Party Access	\$22.00	
<u>Community Calling</u>		
Residence One Party Access***	\$18.00	(I)
Business One Party Access	\$25.00	
<u>Community Plus</u>		
Residence One Party Access	\$21.00	
Business One Party Access	\$50.00	
<u>Premium</u>		
Residence One Party Access	\$28.00	
Business One Party Access	\$60.00	
<u>Local Service Usage Monitoring</u>	\$ 5.00	

Peak Time\* Usage Charges For All Plans, When Applicable

<u>Band</u>	<u>1<sup>st</sup> Minute</u>	<u>Additional Minutes</u>
1	\$0.043	\$0.028
2	\$0.052	\$0.034
3	\$0.060	\$0.040
4	\$0.069	\$0.046
5	\$0.086	\$0.057

Band 1 (Home Exchange) - Lost River

Band 2 (1 - 10 miles) - Moorefield

Band 3 (11 - 16 miles) - Wardensville

Band 4 (17 - 22 miles) - Augusta, Burlington, Maysville, Petersburg, Romney

Band 5 ( 23+ miles) - Brandywine

\* Peak time usage is 9:00 a.m. to 9:00 p.m. Monday through Friday. Usage during off peak time, anytime other than peak time, is discounted 70 percent.

\*\* Basic residential calling plan rate includes \$3.00 / mo. of calling within Band 1 (home exchange) at no charge.

\*\*\*Community Calling residential calling plan rates includes \$2.00 / mo. of calling within Bands 3 and 4 at no charge.

Adopted by Ordinance on April 7, 2016, effective June 1, 2016.

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D. Scott Sherman  
 General Manager/CEO

**NETWORK ACCESS LINE SERVICE**

Business Rates Apply:

At any location where activities are of a business, trade, or professional nature.

At any location where the listing of service at that location indicates a business, trade, or profession.

Where only one primary station is provided at a location which is both a residence and a business.

At schools, hospitals, libraries, and other similar institutions.

Residence Rates Apply:

In private residence and church where business listings are not provided and telephone service is not used for the conduct of business.

In the place of residence of a clergyman, physician, or other medical practitioner provided the subscriber does not maintain an office in the residence.

CONDITIONS

1. The Company reserves the right to limit the number of instruments connected to an access line or require the removal of any instrument which interferes with the satisfactory operation of a telephone line.
2. Separate telephone numbers or other distinctive designations are not assigned to instruments connected to the same access line, nor is code-ringing permitted.

TELECOMMUNICATIONS RELAY SERVICE

In accordance with an Order of the Public Service Commission, a monthly surcharge will be assessed the following lines to support this service: each residence line, each business line, each PBX trunk, each semi-public telephone line, Centrex (one charge for every eight Centrex lines or equivalent).

	<u>Per Month</u>	
TRS Surcharge	\$.05	(C)

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 09-1946-T-T, dated November 2, 2009

**NETWORK ACCESS LINE SERVICE**

LIFELINE PROGRAM

The Company, as part of its obligations as an Eligible Telecommunications Carrier, offers the Lifeline Program to eligible low-income subscribers. The Lifeline Program is offered under the terms and conditions provided below:

1. Lifeline Program

a. General

The Lifeline Program is a federal program offering a monthly benefit on home or wireless phone and broadband service to eligible households. The benefit can Lower the cost of monthly phone or broadband services.

b. Regulations

- 1) Unless other eligibility requirements are established by the Commission, Lifeline Assistance is available to all subscribers who participate in one of the following programs: Medicaid; Supplemental Nutrition Assistance Program (SNAP), formerly known as food stamps; Supplemental Security Income (SSI); Federal Public Housing Assistance; and, Federal Veterans Affairs (VA) Veterans Pension or Survivors Pension.
- 2) Each subscriber to Lifeline Program must certify in writing to the Company, under penalty of perjury, that s/he receives benefits under a program outlined in sub-paragraph (b) (1), above, and must, on that same document, agree to notify the Company if s/he ceases to participate in the program(s). The certification form shall conform to the requirements described herein, and shall be made available upon request to any subscriber. The Company shall retain all such subscriber certifications in order to furnish proof of subscriber eligibility as may be required from time to time by Universal Service Administrators.

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**NETWORK ACCESS LINE SERVICE**

LIFELINE PROGRAM (cont'd.)	T
1. Lifeline Program (cont'd.)	T
b. Regulations (cont'd.)	
3) Eligibility for the Lifeline Program benefit shall be subject to initial and Continuing verification by one of three methods: a state verifier database; a state agency, such as the local WV Department of Health and Human Resources; or, subscriber self-certification.	
c. The Lifeline Program benefit provides a discount to the subscriber's monthly phone or broadband service, but not both. The flat-rate discount available per month is \$7.25 per line for voice-only telephone service or \$9.25 for broadband or bundled telephone/broadband services.	N   N

**NETWORK ACCESS LINE SERVICE**

LIFELINE PROGRAM (cont'd.)

T

1. Lifeline Program (cont'd.)

T

- d. The Company shall apply the baseline payments received by the administrator of the Federal Lifeline Assistance program to waive the qualifying customer's federal End-User Common Line Charge. The Company shall apply any additional Federal support amount to the qualifying subscriber's basic local exchange service rate.
- e. Partial payments that are received from Lifeline customers shall first be applied to local service charges and then to any outstanding toll charges.

**NETWORK ACCESS LINE SERVICE**

**NON-EMERGENCY SERVICE PROVIDED AFTER BUSINESS HOURS**

Normal business hours during which service can be requested without charge are 8:00 a.m. to 5:00 p.m. Monday through Saturday except on holidays. Holidays observed are the following:

January 1	New Year's Day
Last Monday In May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Fourth Thursday and Friday In November	Thanksgiving Holidays
December 24	Christmas Eve
December 25	Christmas Day

Trouble calls made during non-business hours, consisting of an immediate threat to life, limb or property or affecting service for a significant number of customers, will be treated as an emergency. These calls will be cleared as soon as the trouble is found and no charge will be administered.

For calls received during non-business hours that are not classified as an emergency or as affecting a significant number of customers, the trouble will be cleared when the business office reopens during normal business hours unless the person reporting the trouble requests that repairs be made sooner than that. Anyone not having an emergency situation and requesting the trouble be cleared during non-business hours shall be charged \$85.00 for the first two hours and \$40.00 an hour thereafter. Timing for this charge begins when the repair person commences the necessary travel in the company repair vehicle and ends when the vehicle is returned to its starting point. No charges will be made for non-business hours repair of a problem affecting a significant number of customers. (I)

## NETWORK ACCESS LINE SERVICE

## CUSTOM CALLING AND CLASS SERVICES

<u>Features</u>	<u>Rates</u>
Call Waiting	\$2.50
Call Waiting Deluxe	3.50
Cancel Call Waiting	No Charge
Call Forwarding	2.00
Remote Call Forwarding	3.50
Preferred Call Forwarding	3.50
Speed Dialing (8 numbers)	1.50
Speed Dialing (30 numbers)	2.50
Three-Way Calling	2.50
Per each use*	0.50
Call Return	2.50
Per each use*	0.50
Repeat Dialing	2.50
Per each use*	0.50
Call Trace (for each call successfully traced)	2.00
Caller ID	4.50
Caller ID Number Block	No Charge
Caller ID Number Send	No Charge
Caller ID with Call Waiting	6.30
Selective Call Screening	2.50
Special Call Acceptance	2.50
Priority Ring	2.50
Distinctive Ringing	4.00
Do Not Disturb	2.00
Warm Line	2.00
Hot Line	2.00
Call Hold	No Charge
Voice/Data Protection	3.00
Call Transfer	2.50
Toll Control with PIN Override	3.00
Anonymous Call Rejection	2.50
Telemarketer Block	2.95
Conference Calling	3.95
Per each use*	7.50
Find Me / Follow Me	5.00 (N)

\* "Per each use" rates are only applicable to customers who have not subscribed to the service and who, therefore, do not pay a monthly recurring rate for the service.

**NETWORK ACCESS LINE SERVICE**

Definitions/Regulations

(M)\*  
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(M)

Call Waiting: Enables a telephone subscriber to place a call on hold and answer an Incoming call.

Call Waiting Deluxe: Enables a telephone subscriber, once alerted of a second call, to answer the call/put the existing call on hold; answer the call/disconnect the existing call; forward the call/hold the existing call; route the call to an announcement/hold the existing call; put the call on hold/continue with the existing call; or conference the call with the existing call.

Cancel Call Waiting: Enables a call waiting subscriber to inhibit the call waiting features for the duration of a call.

Call Forwarding: Enables a telephone subscriber to forward all incoming calls to another directory number over the local or toll network. Subscriber is responsible for all usage charges associated with forwarding calls to another directory number.

Preferred Call Forwarding: Enables a telephone subscriber to forward incoming calls from a maximum of six (6) specified numbers to another telephone number.

Remote Call Forwarding: Enables a telephone subscriber to, from a remote location, forward incoming calls to another directory number.

Speed Dialing (8 numbers): Enables a telephone subscriber to complete calls by dialing one digit. (T)

Speed Dialing (30 numbers): Enables a telephone subscriber to complete calls by dialing two digits. (T)

Three-Way Calling: Enables a telephone subscriber to make an outgoing call while maintaining a previously established connection. When the second connection is established, the subscriber can either consult with the third party or bridge the two connections. The two bridged connections will be disconnected when the subscriber terminates his/her connection.

Call Return: Enables a telephone subscriber to automatically redial the telephone number associated with the most recent call. The Company's equipment will make repeated attempts to establish the call for a thirty (30) minute period beginning with the customer's activation of Call Return.

\*Material moved from Sheet No. 29

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 02-1806-T-T dated December 12, 2002.

**NETWORK ACCESS LINE SERVICE**

Definitions/Regulations (cont'd.)

Repeat Dialing: Enables a telephone subscriber to automatically redial the last outgoing telephone number dialed. When the recalled telephone number is busy, the Company's equipment will make repeated attempts to establish the call for a thirty (30) minute period beginning with the customer's activation.

Call Trace: Enables a telephone subscriber to initiate a trace of the last incoming call completed by dialing an activation code immediately after terminating the call. If a trace is successful, the Company's equipment will record the telephone directory number, date, and time of call. The results of the trace will not be provided to the customer directly. For further action to be taken, the customer is required to contact the Company business office during normal working hours and work days. Call Trace detail will be retained by the Company and made available for ten (10) business days after the trace has been initiated.

Caller ID: Allows a called party to receive the telephone number of the calling party. The directory number is transmitted during the silent interval between the first and second ring of the called party's line. If the calling telephone is not available, a message indicating that unavailability will be forwarded.

Caller ID Number Block: Customers (both those subscribing to Caller ID and those not subscribing to Caller ID) may prevent the display of their directory number by activating Caller ID Blocking immediately prior to making a call. Caller ID Blocking is available to all customers on a per call basis at no charge and is activated by dialing a specific access code. Caller ID Blocking will not be provided on calls originated from public or semi-public telephones. Caller ID Blocking does not work on calls to "0" or to "911." (T)

Caller ID Number Send: Allows the telephone subscriber to dial a code which will send the directory number to the party being called. This feature must be activated for each call being placed. (N)  
|  
(N)

Caller ID with Call Waiting: Enables the telephone subscriber, while off-hook on an existing call, to receive information about a calling party on a waiting call. The transmission of the calling information takes place immediately after the subscriber is alerted to the new call so this information can be used to help decide whether or not to take the new call.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 02-1806-T-T dated December 12, 2002.

**NETWORK ACCESS LINE SERVICE**Definitions/Regulations (cont'd.)

Selective Call Screening: Enables the telephone subscriber to block the last incoming call or calls from a maximum of six (6) specified telephone numbers. Callers whose numbers are blocked are directed to a Company recorded announcement. (T)

Special Call Acceptance: Enables the telephone subscriber to designate a maximum of (6) telephone numbers from which calls will be accepted. The Company's equipment will screen incoming calls against the customer's list and complete calls from numbers on the customer's list. Calls from all other numbers will be routed to a recorded announcement.

Priority Ringing: Provides the telephone subscriber with a distinctive alerting signal, ring, or call waiting tone (if the customer has subscribed to Call Waiting), when the customer is called from one of a maximum of six (6) pre-selected telephone numbers. (T)

Distinctive Ring: Enables the telephone subscriber to have up to three separate telephone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on incoming calls to allow for identification of the incoming call. A distinctive call waiting tone for each telephone number will be provided, where facilities permit, to customers also subscribing to Call Waiting.

Do Not Disturb: Enables the telephone subscriber to prevent calls from ringing in their home by diverting them to a tone or recorded announcement. The subscriber may give selected callers a Personal Identification Number (PIN) that will allow the caller to override Do Not Disturb in order to reach the subscriber.

Warm Line: Enables the telephone subscriber to place a call to a pre-assigned number without dialing, by remaining off-hook for a given interval of time.

Hot Line: Enables the telephone subscriber to call a pre-designated number or emergency service by lifting the handset.

Call Hold: Enables the telephone subscriber to put any call in progress on hold by flashing the switchhook and then dialing a hold code. This frees the line to originate another call. One call per line may be held at a time.

**NETWORK ACCESS LINE SERVICE**

Definitions/Regulations (cont'd.)

Voice/Data Protection: Voice/Data Protection eliminates customer data errors that can result from tones, beeps, or announcements coming from other subscriber features.

Call Transfer: Allows a telephone subscriber to transfer an existing call to a third party.

Toll Control with PIN Override: Allows a telephone subscriber to prevent long-distance calls from being made from his/her telephone line. It can be overridden on a per call basis by dialing a special access code plus the individual's Personal Identification Number (PIN).

Anonymous Call Rejection: Automatically routes incoming calls marked as "private" to an announcement which indicates that the telephone subscriber is not accepting private calls.

Telemarketer Block: Enables the telephone subscriber to intercept callers trying to terminate to his/her line with an announcement stating, "You have called a number which does not accept calls from telemarketers. All other callers may press '1' if they wish to complete the call."

Conference Calling: Enables a telephone subscriber to access a call bridge allowing the conferencing together of two (2) or more parties.

Find Me / Follow Me: Enables a telephone subscriber to forward all incoming calls to another directory number over the local or toll network. Find Me / Follow Me is an enhanced version of the Call Forwarding feature. The forwarding may be simultaneous or staged. Subscriber is responsible for all usage charges associated with forwarding calls to another directory number.

(N)

**NETWORK ACCESS LINE SERVICE**

CUSTOM CALLING AND CLASS SERVICES (cont'd.)

**Custom Calling Packages - Hardy Home Choice (See notes 1, 2 and 3)**

**In Touch Package**

**\$ 32.95**

- Community Plus Local Calling
- Hardy "Ultimate Pak" Calling Features
  - Caller ID
  - Call Waiting
  - Call Forwarding
  - Three-way Calling
  - Speed Calling
  - Repeat Dialing (\*66)
  - Call Return (\*69)
  - Do Not Disturb
  - Priority Ringing
  - Preferred Call Forwarding
  - Call Transfer
  - Toll Control
  - Selective Call Screening
  - Anonymous Call Rejection
  - Special Call Acceptance

- 60 minutes of Long Distance

(D)

**Connected Package**

**\$ 49.95**

- Community Plus Local Calling Plan
- Hardy "Ultimate Pak" Calling Features
- 60 minutes of Long Distance
- 56K Dial-up Internet Service

**Ultimate Communication Package**

**\$ 76.95**

- Community Plus Local Calling Plan
- Hardy "Ultimate Pak" Calling Features
- Voice Mail
- 60 minutes of Long Distance
- Hardy DSL Ultra-fast Internet Service

- (1) Voice Mail is not a tariffed service.
- (2) Hardy Internet Service is not a tariffed service.
- (3) Long Distance includes Interstate and Intrastate.

**NETWORK ACCESS LINE SERVICE**

CUSTOM CALLING AND CLASS SERVICES (cont'd.)

**Custom Calling Packages - Hardy Home Choice – (See Notes 1, 2 and 3) (cont'd.)**

**CUSTOMIZE YOUR PACKAGE**

- Upgrade to the Premium Calling Plan \$7.00
- Add Voice Mail to the In Touch and Connected Packages \$3.00

Custom Calling Packages - Hardy Business Choice (See Notes 1, 2, and 3)

In Touch Package \$ 59.95

- Community Plus Local Calling with hunting/roll-over
- Hardy “Ultimate Pak” Calling Features
  - Caller ID
  - Call Waiting
  - Call Forwarding
  - Three-way Calling
  - Speed Calling
  - Repeat Dialing (\*66)
  - Call Return (\*69)
  - Do Not Disturb
  - Priority Ringing
  - Preferred Call Forwarding
  - Call Transfer
  - Toll Control
  - Selective Call Screening
  - Anonymous Call Rejection
  - Special Call Acceptance
- 100 minutes of Long Distance

(D)

- (1) Voice Mail is not a tariffed service.
- (2) Hardy Internet Service is not a tariffed service.
- (3) Long Distance includes Interstate and Intrastate.

**NETWORK ACCESS LINE SERVICE**

CUSTOM CALLING AND CLASS SERVICES (cont'd.)

**Custom Calling Packages - Hardy Business Choice See Notes 1, 2 and 3 (cont'd.)**

<b>Connected Package</b>	<b>\$ 73.95</b>	(R)
<ul style="list-style-type: none"> <li>• Community Plus Local Calling Plan with hunting/roll-over</li> <li>• Hardy "Ultimate Pak" Calling Features</li> <li>• 100 minutes of Long Distance</li> <li>• 56K Dial-up Internet Service</li> </ul>		
<b>Ultimate Communication Package</b>	<b>\$108.95</b>	
<ul style="list-style-type: none"> <li>• Community Plus Local Calling Plan with hunting/roll-over!</li> <li>• Hardy "Ultimate Pak" Calling Features</li> <li>• 100 minutes of Long Distance</li> <li>• HardyDSL Ultra-fast Internet Service</li> </ul>		

**CUSTOMIZE YOUR PACKAGE**

<ul style="list-style-type: none"> <li>• Upgrade to the Premium Calling Plan \$9.00</li> <li>• Extra Community Plus phone line</li> <li>• Extra Premium Calling Plan phone lines</li> <li>• Extra dial-up Internet account</li> <li>• Add Web Hosting to the "Connected" or "Ultimate Communication" Package</li> </ul>	<p>\$40.00</p> <p>\$49.00</p> <p>\$20.00</p> <p>\$19.95</p>
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- (1) Voice Mail is not a tariffed service.
- (2) Hardy Internet Service is not a tariffed service.
- (3) Long Distance includes Interstate and Intrastate.

**NETWORK ACCESS LINE SERVICE**

CUSTOM CALLING AND CLASS SERVICES (cont'd.)

**Custom Calling Packages - A La Carte Calling Feature Bundles (See Note 1)**

Hardy "Power Pak" Calling Feature Bundle \$6.95

- Caller ID
- Call Waiting
- Call Forwarding
- Three-way Calling
- Speed Dialing 8
- Repeat Dialing (\*66)
- Call Return (\*69)
- Do Not Disturb

Hardy "Ultimate Pak" Calling Feature Bundle \$9.95

- Caller ID
- Call Waiting
- Call Forwarding
- Three-way Calling
- Speed Calling
- Repeat Dialing (\*66)
- Call Return (\*69)
- Do Not Disturb
- Priority Ringing
- Preferred Call Forwarding
- Call Transfer
- Toll Control
- Selective Call Screening
- Anonymous Call Rejection
- Special Call Acceptance

(D)

- Voice Mail can be added to either the Power Pak or Ultimate Pak \$3.00

**NETWORK ACCESS LINE SERVICE**

CUSTOM CALLING AND CLASS SERVICES (cont'd.)

Custom Calling Packages – FTTH Residential (See Notes 1, 2, 3 and 4) (I)

Triple Play Nationwide	\$124.00	\$173.00	\$181.00
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- Premium Local Calling
- Calling Features
  - Caller ID
  - Call Waiting
- Voice Mail
- Unlimited Hardy Long Distance
- Hardy Broadband Service
- Hardy OneNet Video Service

Triple Play Community	\$ 94.00	\$143.00	\$151.00
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- Premium Local Calling
- Calling Features
  - Caller ID
  - Call Waiting
- Voice Mail
- Hardy Broadband Service
- Hardy OneNet Video Service

Double Play Internet - Nationwide	\$108.00		
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- Premium Local Calling
- Calling Features
  - Caller ID
  - Call Waiting
- Voice Mail
- Unlimited Hardy Long Distance
- Hardy Broadband Service

Double Play Internet – Community	\$ 78.00		(I)
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- Premium Local Calling
- Calling Features
  - Caller ID
  - Call Waiting
- Voice Mail
- Hardy Broadband Service

- (1) Voice Mail is not a tariffed service.
- (2) Hardy Long Distance includes Interstate and Intrastate.
- (3) Hardy Broadband Service is not a tariffed service.
- (4) Hardy OneNet Video Service is not a tariffed service.

Custom Calling Packages – FTTH Residential (See Notes 1, 2, 3 and 4) (cont'd) (1)

Double Play TV - Nationwide	\$ 89.00	\$138.00	\$143.00	(1)
<ul style="list-style-type: none"> <li>• Premium Local Calling</li> <li>• Calling Features                             <ul style="list-style-type: none"> <li>○ Caller ID</li> <li>○ Call Waiting</li> </ul> </li> <li>• Voice Mail</li> <li>• Unlimited Hardy Long Distance</li> <li>• Hardy OneNet Video Service</li> </ul>				
Double Play TV - Community	\$ 59.00	\$108.00	\$116.00	
<ul style="list-style-type: none"> <li>• Premium Local Calling</li> <li>• Calling Features                             <ul style="list-style-type: none"> <li>○ Caller ID</li> <li>○ Call Waiting</li> </ul> </li> <li>• Voice Mail</li> <li>• Hardy OneNet Video Service</li> </ul>				

- (1) Voice Mail is not a tariffed service.
- (2) Hardy Long Distance includes Interstate and Intrastate.
- (3) Hardy Broadband Service is not a tariffed service.
- (4) Hardy OneNet Video Service is not a tariffed service.

CUSTOM CALLING AND CLASS SERVICES (cont'd.)

Custom Calling Packages – FTTH Business (See Notes 1, 2, 3 and 4) (I)

Triple Play Nationwide	\$154.00	\$203.00	\$211.00	
<ul style="list-style-type: none"> <li>• Premium Local Calling</li> <li>• Calling Features                             <ul style="list-style-type: none"> <li>○ Caller ID</li> <li>○ Call Waiting</li> </ul> </li> <li>• Voice Mail</li> <li>• 500 minutes of Hardy Long Distance</li> <li>• Hardy Broadband Service</li> <li>• Hardy OneNet Video Service</li> </ul>				
Triple Play Community	\$ 129.00	\$178.00	\$186.00	
<ul style="list-style-type: none"> <li>• Premium Local Calling</li> <li>• Calling Features                             <ul style="list-style-type: none"> <li>○ Caller ID</li> <li>○ Call Waiting</li> </ul> </li> <li>• Voice Mail</li> <li>• Hardy Broadband Service</li> <li>• Hardy OneNet Video Service</li> </ul>				
Double Play Internet - Nationwide	\$133.00			
<ul style="list-style-type: none"> <li>• Premium Local Calling</li> <li>• Calling Features                             <ul style="list-style-type: none"> <li>○ Caller ID</li> <li>○ Call Waiting</li> </ul> </li> <li>• Voice Mail</li> <li>• 500 minutes of Hardy Long Distance</li> <li>• Hardy Broadband Service</li> </ul>				
Double Play Internet – Community	\$108.00			(I)
<ul style="list-style-type: none"> <li>• Premium Local Calling</li> <li>• Calling Features                             <ul style="list-style-type: none"> <li>○ Caller ID</li> <li>○ Call Waiting</li> </ul> </li> <li>• Voice Mail</li> <li>• Hardy Broadband Service</li> </ul>				

- (1) Voice Mail is not a tariffed service.
- (2) Hardy Long Distance includes Interstate and Intrastate.
- (3) Hardy Broadband Service is not a tariffed service.
- (4) Hardy OneNet Video Service is not a tariffed service.

CUSTOM CALLING AND CLASS SERVICES (cont'd.)

Custom Calling Packages – FTTH Business (See Notes 1, 2, and 3)		(I)
Double Play TV - Nationwide	\$119.00	
• Premium Local Calling		
• Calling Features		
○ Caller ID		
○ Call Waiting		
• Voice Mail		
• 500 minutes of Hardy Long Distance		
• Hardy OneNet Video Service		
Double Play TV – Community	\$ 99.00	
• Premium Local Calling		
• Calling Features		
○ Caller ID		
○ Call Waiting		
• Voice Mail		
• Hardy OneNet Video Service		
		(I)

- (5) Voice Mail is not a tariffed service.
  - (6) Hardy Long Distance includes Interstate and Intrastate.
  - (7) Hardy Broadband Service is not a tariffed service.
- Hardy OneNet Video Service is not a tariffed service.

**NETWORK ACCESS LINE SERVICE**

## DIRECT-INWARD-DIALING (DID) SERVICE

Rates

	<u>Installation Charge</u>	<u>Monthly Rate</u>
Each trunk circuit termination (1)	Applicable Non-Recurring Charges	\$28.00
Each block of 20 DID numbers (1) (100 DID numbers minimum order)	Applicable Non-Recurring Charges	\$ 2.50

Conditions

This feature may be provided, in addition to regular rates and charges, where CO facilities are available and the PBX system or customer-provided switching equipment capabilities permit.

The provision of this feature requires that the customer subscribe to a sufficient number of trunk facilities to adequately handle the volume of incoming calls.

DID numbers are directly associated with the primary customer and the Company will not assign individual numbers to another customer as a primary number.

The customer may reserve additional DID number blocks for future use at the above rate.

(1) In addition, a PBX trunk is required.

**PUBLIC TELEPHONE SERVICE**

CONDITIONS

A Public Telephone is an exchange station equipped with a coin collecting device installed at an outside location chosen or accepted by the Company as suitable and necessary for furnishing service to the general public.

No listings in the directory are provided in connection with public telephone service.

**CUSTOMER OWNED PAYPHONE SERVICE**

RATES

Per Month

Access Line	\$50.00
Outward Call Screening per Access Line	2.00

CONDITIONS

Customer owned payphones may be connected to access lines. The rate shall be equivalent to the one-party business access line rate.

Customer owned payphone service must comply with the requirements set forth in the West Virginia Rules and Regulations for the Government of Telephone Utilities.

The access line customer of record is responsible for compliance with tariff conditions, installation, and maintenance of instruments.

The access line customer of record is responsible for payment of all billings. The Local Exchange Company may require as a condition of connection a security deposit to ensure payment.

In addition to the rates and charges above, access lines shall bear all charges related to business access line service such as maintenance of service, toll, and directory assistance.



**NON-RECURRING CHARGES**

RATES

<u>Service Connection Charges</u>	<u>Residence</u>	<u>Business</u>	
Service Order	\$ 18.00	\$ 23.00	(I)
Premise Visit	50.00	57.00	(I)
Line Connection			
Exchange Lines, each	24.00	34.00	(I)
Key Lines, PBX Trunks, each	47.50	47.50	(I)
Service Transfer Fee	92.00	114.00	(N)
 <u>Insufficient Funds Charge</u>	 25.00	 25.00	

CONDITIONS

These charges are intended to cover the expense incurred by the company in conjunction with the following:

- Establishment of service;
- Change in location of a service to other premises;
- Transfer of service from one customer to another;
- Change of telephone number at customer's request;
- Restoral of service disconnected for nonpayment or failure to establish credit.

Charges shown in this schedule are based on work being performed during regularly scheduled working hours of the Company's employees. Work performed with overtime labor costs will be performed at direct cost to the customer.

No charges will apply under the following circumstances:

- Service to which no monthly rates apply;
- Public telephones installed at the initiative or option of the Company.

**NON-RECURRING CHARGES**

DEFINITIONS

Service Order

Applicable to work done in receiving, recording, and processing information necessary to execute a customer's request for the initial establishment of telephone service. It is also applicable for customer's request for additions, moves, or changes to existing service.

Premises Visit

Applicable if a Company employee must visit the customer's premises to complete customer-requested work. Not applicable when a Company employee is on the customer's premises for any other business purpose.

Line Connection

Applicable for work done in the Central Office or work involving Central Office equipment necessary to provide a network access line or make changes to an existing network access line.

If service requires work in more than one Central Office area, this charge applies twice.

Insufficient Funds Charge

If a subscriber's check is returned due to insufficient funds, this charge will be added to his/her bill.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 98-0584-T-T, dated July 1, 1998.

HARDY TELECOMMUNICATIONS, INC.

PSC NO. 7

Cancels 1<sup>st</sup> Revised Sheet No. 37  
Original Sheet No. 37

**OFF-PREMISE EXTENSION SERVICE**

CONDITIONS

Applicable access line rates will apply at each location when off-premise extension service is provided on noncontinuous property or in separate residences on continuous property. Installation will be performed based on all applicable Non-Recurring Service Connection Elements.

This service will be provided at such locations where it is feasible to provide satisfactory transmission.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 98-0584-T-T, dated July 1, 1998.

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Issued: May 19, 1998

Dwight Welch  
General Manager

Effective: July 1, 1998

**DIRECTORY LISTINGS**

## RATES

Monthly Charge

Additional Listings	\$ 0.85	
Non-list	0.50	
Non-publish	0.00	(R)

## CONDITIONS

The regulations for directory listings, as provided in this section, apply only to that section of the directory containing the regular alphabetical list of names of subscribers.

Primary Listing

One listing without charge, termed the Primary Listing, is provided as follows:

1. For each separate subscriber service. When two or more main station lines or PBX trunk lines are consecutively operated, the first number of the group is considered the primary listing.
2. For each semi-public service.
3. Non-listed telephone numbers are listed in the information file, but are not listed in the Company's directory. They will be given out upon request.
4. Non-published numbers are not listed either in the directory or the information file and are not to be given out to anyone unless authorized by court of law.

Restrictions

Names in directory listings shall be limited to the following:

1. In connection with residence service:
  - (a) The individual name of the subscriber, or
  - (b) The individual name of a member of the subscriber's family, or
  - (c) The individual name of a permanent member of the subscriber's household, or
  - (d) Dual (joint) listings for customers who share the same surname and reside at the same address.

**DIRECTORY LISTINGS**

CONDITIONS (cont'd.)

Restrictions (cont'd.)

2. In connection with business service:
  - (a) The individual name of the subscriber, or
  - (b) The name under which the subscriber is actually doing business, or
  - (c) The name under which a business is actually being conducted by someone other than the subscriber and which the subscriber is authorized by such other to use, or
  - (d) The individual names of the officer, partners, or employees of the subscriber, or
  - (e) The names of departments when such listings are deemed necessary from a public reference viewpoint.

The Company may require that the subscriber provide the Company with written permission for the insertion or continuance of listings. The Company may refuse to accept or may delete listings of a business which the subscriber claims to represent. The Company may refuse to accept or may delete a listing which includes the trade name of another.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 98-0584-T-T, dated July 1, 1998.

LOCAL PRIVATE LINE

RATES

Intra Exchange

Installation

Monthly

Per 1/4 mile of circuit, or fraction thereof, circuit measurement

\*

\$1.25

\* Actual Cost, minimum \$25

CONDITIONS

The Company will furnish and maintain Private Lines, where facilities are available and within the Exchange Area, for telephone communication between stations not switched in the Central Office.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 98-0584-T-T, dated July 1, 1998.

**CONSTRUCTION CHARGES**

1. GENERAL

Lines will be extended in accordance with provisions specified in "Line Extensions" of this tariff.

Special charges in the form of installation charges, monthly charges, or both, are applied in addition to the usual service connection charges and monthly rates when, in the opinion of the Company, a sporadic or occasional service or an unusual investment or expense condition exists.

Title to all construction provided wholly or partly at a customer's expense is vested in the Company.

By "cost" is meant the cost of labor and materials including the usual supervisory expenses.

When attachments are made to poles of other companies, in lieu of providing construction for which the customer would be charged under these provisions hereof, the cost of the Company for such attachments is borne by the customer.

The customer is required to pay construction charges made by another company when the other company is required, by the construction, to provide facilities connecting with the facilities of the Company.

Where applicants are located where it is necessary or desirable to use private right-of-way to furnish service, such applicants may be required to provide or pay the cost of providing such right-of-way in addition to any applicable construction charges.

2. LINE EXTENSIONS

The Company, without charge, will extend its lines 1,000 feet per applicant to serve applicants within the exchange area. Any cost in excess of this allowance will be billed to the applicant or group of applicants, or the applicant or group of applicants will be given the option of extending their service contract of up to five (5) years with minimum service requirements. Payments for line extensions are not refundable.

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**CONSTRUCTION CHARGES**

2. LINE EXTENSIONS (cont'd.)

Group of Applicants:

Where the Company undertakes construction facilities to serve a group of applicants in the same general area, a plant extension project is established and all applicants in the area are considered as a group. The construction allowances for the individual members of the group are totaled to determine the amount of construction which will be provided at no charge. Charges for construction in excess of the total allowance thus determined are divided among the members of the group and will apply to all applications for service received from the group at the time the project is undertaken.

The Company reserves the right to establish the limits of a project area and to determine when a project will be undertaken in cases where all members of the group do not take service initially.

The estimated construction charge must be paid to the Company prior to the commencement of construction. If the actual cost of construction is less than that originally estimated, the excess will be refunded when construction is complete.

Speculative Land Development:

The Company and the developer will enter into a written agreement covering a period not to exceed five years which will describe the estimated gain in access lines to be served during the contract period and the total cost of extending service to the development advanced by the developer.

Annually, during the contract period, a refund will be given to the developer based on the relationship between the actual gain in access lines served and the original estimate of access line gain. The refund per access line connected shall not exceed the average outside plant investment per access line of the Company as of the calendar year ending immediately prior to the date the contract was entered into. Any amount not refunded at the end of the contract period will be retained by the Company. The total amount refunded will not exceed the amount originally advanced by the developer.

**CONSTRUCTION CHARGES**

3. SPECIAL TYPES OF CONSTRUCTION

Where a special type of construction is desired by an applicant, or where conditions imposed by the subscriber involve excessive costs, the subscriber or subscribers served by such facilities or the tract developer shall be required to pay the difference between the cost of the special type of construction and the average cost of construction normally used by the Company.

Where, by ordinance or other legal requirement, existing facilities are required to be relocated, the Company may charge the cost of such relocation to the subscribers served by such facilities or others requiring the relocation. Any ducts or conduits required to furnish service shall be reserved by the Company for its exclusive use.

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**OPTIONAL SERVICE**

CALL RESTRICTION SERVICE

A. General

Call Restriction Service is an arrangement which permits an individual line and PBX trunk to dial local service area calls but prevents the origination of long distance type calls.

B. Regulations

1. Call Restriction Service is provided only on Local Exchange Service individual lines and PBX trunks.
2. Call Restriction Service allows access to the operator to complete credit card, third party billing, and collect calls. The charges for operator completed (0-) or operator serviced (0+) calls is as specified in the Verizon and AT&T Long Distance Services Tariffs, as appropriate.
3. The acceptance of incoming traffic and billing arrangements are not restricted by this arrangement.
4. Call Restriction Service allows calling to Directory Assistance, Toll Free Services, and local telephone company business offices.

C. Rates

1. There is no charge for Call Restriction Service when a subscriber initially requests this service.
2. A service order charge and a line connection charge apply when the subscriber has had the Call Restriction Service removed and requests the Call Restriction Service again.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 98-0584-T-T, dated July 1, 1998.

**SUPPLEMENTAL EQUIPMENT**

HUNTING SERVICE ARRANGEMENTS

A. General

A Hunting Service Arrangement is furnished using equipment located in the Company's Central Office arranged to select the next available line or trunk of a group of hunting lines (trunks), when the line or trunk associated with the called number, in the hunting group is busy.

B. Regulations

1. Hunting Service Arrangements are offered only in connection with residence and business individual lines or PBX trunks.
2. All lines (includes PBX trunks) in a hunting group must originate from the same Central Office.
3. A single hunting group may be shared by two or more customers provided that all the customer's lines are technically capable of being in the same hunting group.
4. Where two or more customers share the same hunting group, all lines in that hunting group must connect on the same premises.

C. Rates

	<u>Per Month</u>
Hunting Service Arrangement, per individual line or PBX trunk in a group so arranged	\$1.40

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 98-0584-T-T, dated July 1, 1998.

**ADVANCED DIGITAL SERVICES  
BASIC RATE INTERFACE**

## A. GENERAL DESCRIPTION

1. Advanced Digital Services are a public network-based set of communications services that make it possible to send, receive, and modify information using regular telephone lines. These services are based on the National Integrated Services Digital Network (ISDN) standards. ISDN provides end-to-end digital communications and gives the ability to transmit data and voice over the same telephone line simultaneously (a user can send information from a personal computer and talk to the person on the other end of the line at the same time). This functionality is provided via channelized transport facilities. The ISDN architecture consists of digital central office switching systems which connect Basic Rate Interface (BRI) lines to customers' premises.
2. Advanced Digital Services BRI is an optional service arrangement that can be used in conjunction with a customer's residential service, individual business line or Centrex service. It uses the ISDN architecture to provide the customer with the capability to transmit voice and data simultaneously over the same digital line. Under various optional arrangements, BRI provides the customer with access to Circuit-Switched Voice Services and Circuit-Switched Data Services.
3. An Advanced Digital Services BRI arrangement obtains its capabilities from an ISDN-capable, Company central office switch. The BRI ISDN arrangement provides two communications channels (but using only one physical line) between a telephone (or computer, fax machine, or other equipment) and the digital central office. These channels are called Bearer, or B Channels. Another channel, called the Delta, or D Channel, is used for signaling purposes. The complete BRI ISDN line is known as 2B+D.
  - a. **B Channel** - The B Channel is a bi-directional synchronous channel capable of supporting digital transmission speeds of 64 kilobits per second (kbps). Each B Channel may be configured in one of the following ways:

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 98-0896-T-T, dated August 31, 1998.

**ADVANCED DIGITAL SERVICES  
BASIC RATE INTERFACE**

## A. GENERAL DESCRIPTION (cont'd.)

3. a. **B Channel** (cont'd.)

(1) **Circuit-Switched Voice** - Allows the user to originate and receive only voice calls over a single circuit-switched B Channel.

(2) **Circuit-Switched Data** - Allows the user to originate and receive only data calls over a single circuit-switched B Channel.

(3) **Alternate Circuit-Switched Voice/Data** - Allows the user to originate and receive either voice calls or data calls over a single circuit-switched B Channel, but not simultaneously.

b. **D Channel** - The D Channel is a 16 kbps digital signaling channel that carries significant signaling and control information for the B Channels.

4. All Advanced Digital Services lines consist of central office facilities (including outside plant facilities) extended from the Company's switching equipment to the customer's demarcation point.

5. **Directory Numbers**

a. **Primary Directory Number** - Each Advanced Digital Services Line includes a single primary telephone directory number. On a given 2B+D Advanced Digital Services line, calls are routed to the appropriate terminal device (voice telephone or computer/data terminal) based on the type of call (voice or data) presented to the Advanced Digital Services line.

**ADVANCED DIGITAL SERVICES  
BASIC RATE INTERFACE**

## A. GENERAL DESCRIPTION (cont'd.)

5. **Directory Numbers** (cont'd.)

- b. **Secondary Directory Numbers** - An Advanced Digital Services line may have additional telephone directory numbers. The additional telephone number(s) may originate or receive calls independent of the user's Primary Directory Number; however, each B Channel is allowed only on simultaneous circuit connection at a time.

## B. CIRCUIT SWITCHING SERVICE DESCRIPTIONS

Circuit Switching is a switching arrangement in which an entire circuit or, in a digital switch equipped for ISDN, a specific selection of channels is dedicated to a given call. Circuit-Switched Service provides the ability to originate and receive circuit-switched voice and/or data calls over a 64 kbps B Channel. The customer may choose among the following Circuit-Switched features based upon application needs:

1. **Clear Channel Capability** - A characteristic of the transmission paths on the B Channels that allows the full bandwidth of 64 kbps to be available to the customer. It is also possible to bridge two B Channels together to achieve data transmission speeds of 128 kbps. However, ISDN interconnection to or through non-ISDN equipped central offices will potentially be subjected to analog transmission limits such as being sub-rated to 56 kbps per channel.
2. **Additional Call Offering** - This feature allows the user to be notified of an additional call when the telephone set is busy. Similar to conventional Call Waiting, multiple incoming calls to a directory number or secondary telephone number (if purchased) can be terminated, by the called subscriber, to the subscriber's telephone.
3. **Multiline Hunt Service** - This feature allows incoming calls to a busy directory number to search through a predetermined list of directory numbers. This may be another Advanced Digital Services directory number on the same (or a different) B Channel or (for voice calls) an analog line. The hunting arrangement may be series completion, linear, or circular.

**ADVANCED DIGITAL SERVICES  
BASIC RATE INTERFACE**

## B. CIRCUIT SWITCHING SERVICE DESCRIPTIONS (cont'd.)

4. **Call Pick-Up** - This feature allows the user to dial a special code (or depress a feature button) to answer calls directed to other stations.
5. **Custom Calling Services** - Applicable Custom Calling Services (except for those superseded by Advanced Digital Services counterparts) are available at rates and charges specified in the CUSTOM CALLING AND CLASS SERVICES section of the Company's tariff. The following Custom Calling features found specifically in this tariff will be charged at rates shown on the Advanced Digital Services Rate Schedule:
  - a. **Call Hold** - This feature allows the user to place a call on hold by pressing the appropriate button on the telephone set.
  - b. **Three-Way Calling** - This feature allows the user to add a third party to an existing voice call and thus enables a conference between parties at multiple locations. The user may also disconnect the last party added by depressing the appropriate button on the telephone set. The Additional Call Offering feature or Additional Call Appearances feature is a prerequisite for ability to use this service.
  - c. **Call Transfer** - This feature allows the user to transfer a voice call to another directory number. The Additional Call Offering feature or Additional Call Appearances feature is a prerequisite.
  - (D)
  - e. **Call Forwarding** - This feature allows calls to be redirected from one station to another station. When Call Forwarding is activated, the telephone set provides a visual indication to the user. (S)

**ADVANCED DIGITAL SERVICES  
BASIC RATE INTERFACE**

## B. CIRCUIT SWITCHING SERVICE DESCRIPTIONS (cont'd.)

6. **Electronic Key Telephone Service (EKTS)** - Electronic Key Telephone Service is a central office based key system implementation that requires no switching equipment on the customer's premise. EKTS provides the customer with the ability to access the following features (where available):
- a. **Multiple Appearance Directory Numbers** - This feature allows a directory number(s) from one EKTS set to appear on the EKTS sets of other users.
  - b. **Additional Call Appearances** - This feature allows the same directory number to appear more than once (by assigning the directory number to additional buttons) on a customer's telephone set, allowing the capability of multiple incoming or outgoing calls associated with that directory number. For EKTS users, this feature provides the same functionality as Additional Call Offering (or analog Call Waiting).
  - c. **Analog Line Appearances** - This feature allows analog users' directory numbers to appear on an EKTS set, thereby allowing the EKTS user to provide call coverage for analog users. It may limit the use of other features and/or functionality on analog lines.
  - d. **Bridging** - This feature allows more than one EKTS set in the Multiple Appearance Directory Number group to be active on the same call simultaneously.
  - e. **Automatic Bridged Call Exclusion (Privacy on Answer)** - This feature allows only one user to answer an incoming call, thereby preventing bridging on incoming calls. On a call by call basis, this feature can be disabled via Privacy (Manual Exclusion) to allow bridging to occur.
  - f. **Privacy (Manual Exclusion)** - This feature allows the user to press a feature button which will restrict other stations from bridging onto an existing call that is active at that station or picking up an existing call on hold. A user who has the Automatic Bridged Call Exclusion feature can press the Privacy button to disable Automatic Bridged Call Exclusion and thereby allow bridging to occur on a given call.

**ADVANCED DIGITAL SERVICES  
BASIC RATE INTERFACE**

B. CIRCUIT SWITCHING SERVICE DESCRIPTIONS (cont'd.)

6. **Electronic Key Telephone Service (EKTS)** (cont'd.)

- g. **Intercom Calling** - This feature allows for EKTS station-to-station calls. Intercom calls can be made by pressing an intercom button and dialing one or two digits.
- h. **Display Capability** - This feature allows an appropriately equipped telephone set to display a variety of information. For example, when idle, the time and date is displayed. When the user makes a call, call progress information is displayed.

C. TECHNICAL SPECIFICATIONS

1. Transmission Specifications

The standard transmission parameters for an Advanced Digital Services line utilizing an ISDN Basic Rate Interface (BRI) consists of: a maximum of 38.5 db loop loss at a 40 Kz test tone terminated into a 135 ohm impedance. The 38.5 db loss includes all central office facilities, outside plant facilities, and inside wiring.

2. Customer Premise Equipment and Facilities

Compatible customer premise equipment is required to utilize Advanced Digital Services. All equipment used to interface with these services is required to conform with National ISDN guidelines as referenced in the following Bellcore specifications:

**ADVANCED DIGITAL SERVICES  
BASIC RATE INTERFACE**

## C. TECHNICAL SPECIFICATIONS (cont'd.)

## 2. Customer Premise Equipment and Facilities (cont'd.)

<u>Document Number</u>	<u>Description</u>
SR-NWT-002661	National ISDN Generic Guidelines for ISDN Terminal Equipment on Basic Rate Interface
SR-NWT-001953	Generic Guidelines for ISDN Terminal Equipment on Basic Access Interfaces

The Company shall not be responsible if reasonable changes in any of the equipment, operations, or procedures of the Company utilized in the provisioning of Advanced Digital Services render any facilities provided by the customer obsolete or require modification of such equipment or system, or otherwise affect its use and performance.

## D. REGULATIONS AND CONDITIONS

1. Unless specifically exempted, Advanced Digital Services may be subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this tariff.
2. Advanced Digital Services are provided at the reasonable discretion of the Company. These services are furnished subject to central office switching capacity, capability, and the availability of outside plant facilities.
  - a. The availability, functionality, and capabilities of Advanced Digital Services may vary, or may not be available, dependent upon type of serving central office switch, related software controlling that switch, and associated outside plant.

**ADVANCED DIGITAL SERVICES  
BASIC RATE INTERFACE**

D. REGULATIONS AND CONDITIONS (cont'd.)

2. a. (1) Where facilities are not available, or unusual expenditures are involved in making them available, the customer may be required to pay additional charges to cover the unusual expenditures, or to contract for services beyond the normal service term, or both.
  - (2) Distance Extension Service - Advanced Digital Services may be provided to a customer's location served beyond the normal transmission range of the serving central office. In such cases, in addition to the charges and rates for Advanced Digital Services, reasonable rates and charges are applicable. These rates and charges will be determined on an individual case basis.
3. Payment for Service
    - a. The minimum charge period for services provided under this tariff is for one month.
    - b. The customer may choose to pay for the service on a month-to-month basis or under a service contract plan. A month-to-month customer may, at any time, convert to a service contract plan.
    - c. The monthly rate for customers choosing the service period plan is guaranteed against the Company initiated changes during the selected service contract period.
    - d. Subsequent additions will be rated under a new contract or added to an existing contract, based upon the remaining period of the initial contract.
    - e. Suspension of service is not allowed.

**ADVANCED DIGITAL SERVICES  
BASIC RATE INTERFACE**

D. REGULATIONS AND CONDITIONS (cont'd.)

3. f. Contract Renewals and Termination Liabilities
  - (1) At any time during a customer's contract period the customer may change to a new Advanced Digital Services contract, provided that the new contract is for a term equal to or greater than the time period remaining on the customer's current contract. The new contract becomes effective upon execution.
  - (2) If the service is canceled by the customer after installation of the service, but prior to the completion of the service period, the customer shall be obligated to pay a termination liability charge. The charge is calculated by multiplying the monthly rate by the remaining months in the contract period times fifty percent. These charges shall be due and payable in their entirety immediately upon such termination.
4. At the Company's discretion, the following non-recurring service establishment charges may be reduced or waived during promotional campaigns and/or as a part of customer negotiations:
  - a. Nonrecurring, per B Channel and/or per D Channel, service establishment charge.
  - b. Nonrecurring EKTS service establishment charges.
5. Directory Listings - One directory listing is provided without charge for each Advanced Digital Services customer. For Centrex customers, one directory listing (either an analog or Advanced Digital Services number) is provided per Centrex system. Additional listings may be provided as specified for Additional Listing Service in the Directory Listings section of the Company's tariff.

**ADVANCED DIGITAL SERVICES  
BASIC RATE INTERFACE**

D. REGULATIONS AND CONDITIONS (cont'd.)

6. Billable Call Treatment

- a. Normal toll charges shall apply to calls that are made outside of the Local Service Area.
- b. Advanced Digital Services customers who use the Call Forwarding or Call Transfer features are responsible for the payment of any applicable charges for each billable call connected via these features over the public network. The charge is applicable to each call answered, including the Call Forwarding set-up charge. It also applies to collect and person-to-person calls, which may be refused at the answering station.

7. Customer Premise Equipment

- a. This tariff for Advanced Digital Services does not include terminal equipment on the customer's premises.
- b. The customer is responsible for providing the power required for any and all customer premise equipment connected to an Advanced Digital Services line.

**ADVANCED DIGITAL SERVICES  
 BASIC RATE INTERFACE**

E. RATES AND CHARGES

1. Advanced Digital Services Access

The rates and charges below are for providing an Advanced Digital Services capable line to the customer's premises. These charges provide a 0B+0D ISDN service. The customer must add the desired B channels and D channels to configure the service as required.

<u>Access</u>	<u>Service Establishment</u>	<u>Monthly Rate</u>
Residential ISDN	\$20.00	Existing Local Service Line Choice
Single-Line Business ISDN	\$20.00	Existing Local Service Line Choice

2. Communications Channels

a. Service establishment and recurring monthly charges:

<u>Service Element</u>	<u>Service Establishment</u>	<u>Monthly Rate</u>
Circuit-Switched Voice (per B Channel)	\$10.00	\$7.00
Circuit-Switched Data (per B Channel)	\$10.00	\$9.00
Circuit-Switched Alternate Voice/Data (per B Channel)	\$10.00	\$9.00
D Channel Packet (per D Channel)	\$10.00	\$6.50

b. Directory Numbers

<u>Directory Number</u>	<u>Service Establishment</u>	<u>Monthly Rate</u>
Primary Directory Number (with each ISDN line)	No charge	No charge
Secondary Directory Numbers (per additional number)	No charge	\$3.00

**ADVANCED DIGITAL SERVICES  
 BASIC RATE INTERFACE**

E. RATES AND CHARGES (cont'd.)

3. Circuit-Switched Features

a. Recurring charges:

<u>Circuit-Switched Feature</u>	<u>Monthly Rate</u>
Clear Channel Capability	No charge
Additional Call Offering (per line)	\$2.00
Multiline Hunt Service (per directory number)	\$2.50
Call Pick-Up (per line)	\$1.00
Custom Calling Services:	
Call Hold	No charge
Three-Way Calling	No charge
Call Transfer	No charge
Conference Calling - Six Way Station Controlled (per line)	\$3.50
Call Forwarding (per directory number)	\$2.00
Other Custom Calling Services	Note 1
CLASS Services:	
Automatic Callback (monitoring)	\$2.00
Caller ID - Number and Name (per line)	\$2.00
Other CLASS Services	Note 1

**ADVANCED DIGITAL SERVICES  
 BASIC RATE INTERFACE**

E. RATES AND CHARGES (cont'd.)

3. Circuit-Switched Features (cont'd.)

a. Recurring charges: (cont'd.)

**Note 1:**

Current rates, charges, and multiple feature discounts for applicable Custom Calling and CLASS Services may be found on pages 29 and 31-A in the general tariff for these services. For analog lines, the rates and charges for these services are normally applied on a per line basis. For Advanced Digital Services lines, the rates and charges for applicable services are applied on a per directory number basis (to each directory number to which these services are assigned).

b. Service establishment charges/waiver:

When the above features are ordered as part of an initial service order with an Advanced Digital Services B Channel, there is no service establishment charge for these features.

c. Subsequent feature additions and charges:

When the above features are ordered or modified after the initial installation of an Advanced Digital Services B Channel, the nonrecurring feature addition and change charge is as follows:

	<u>Charge</u>
Feature Additions and Changes (per B Channel)	\$10.00

Only one service charge will appear when multiple features are added or changed on a B Channel as part of the same service order.

**ADVANCED DIGITAL SERVICES  
BASIC RATE INTERFACE**

## E. RATES AND CHARGES (cont'd.)

**4. Electronic Key Telephone Service (EKTS)**

- a. The monthly rates shown below apply to EKTS features. To have EKTS, a line must have at least one Advanced Digital Services Circuit-Switched Voice or Circuit-Switched Alternate Voice/Data B Channel.

<u>Electronic Key Telephone Service Feature</u>	<u>Service Establishment</u>	<u>Monthly Rate</u>
Electronic Key Telephone Service (per B Channel)	\$30.00	No charge
Multiple Appearance Directory Numbers (DNs):		
First 4 DNs	No charge	No charge
Fifth and each subsequent DN	\$4.00	\$2.00
Analog Line Appearances (per analog number)	No charge	\$2.00
Intercom Calling (per Intercom button assigned)	No charge	\$1.50
Non-standard Button Arrangement/ Configuration (per set)	\$30.00	No charge

**ADVANCED DIGITAL SERVICES  
BASIC RATE INTERFACE**

E, RATES AND CHARGES (cont'd.)

4. **Electronic Key Telephone Service** (cont'd.)

The following EKTS features are provided at no charge upon initial installation and are not charged a monthly recurring rate:

- Bridging
- Automatic Bridged Call Exclusion (Privacy on Answer)
- Privacy (Manual Exclusion)
- Display Capability:
  - Caller ID
  - Called Number Display
  - Calling Reason Display
  - Message Waiting Indication
- Feature Function Buttons
- Ringing Options

b. Subsequent feature additions and changes

When EKTS features are ordered or modified after the initial installation of EKTS, the nonrecurring feature addition and change charge is as follows:

	<u>Charge</u>
Feature Additions and Changes (per EKTS line)	\$10.00

Only one service charge will appear when multiple features are added or changed on a B Channel as part of the same service order.

**ADVANCED DIGITAL SERVICES  
BASIC RATE INTERFACE**

## E. RATES AND CHARGES (cont'd.)

5. **Long-Term Contract Discounts**

The non-recurring service establishment charges associated with Advanced Digital Services access, circuit-switched services, circuit-switched features, and EKTS will automatically be reduced according to the following schedule for customers who sign long-term contracts:

<u>Contract Duration</u>	<u>Discount on Service Establishment Charges</u>
Monthly	0%
12 Months	20%
24 Months	40%
36 Months	60%
48 Months	80%
60 Months	100%

**ADVANCED DIGITAL SERVICES  
PRIMARY RATE INTERFACE**

**A. DEFINITIONS**

B Channel - A bi-directional synchronous channel capable of supporting 64 Kbps of digital transmission.

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

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

PRI Link - A PRI Link is comprised of a Primary Access Line and a Primary Rate Interface.

**B. GENERAL DESCRIPTION**

1. Integrated Services Digital Network - Primary Rate Interface (ISDN-PRI) is an IntraLATA group of offerings supported by the ISDN architecture.
2. ISDN-PRI provides a method of access to the telephone network called Primary Rate Access. Primary Rate Access is an ISDN based, DS1 access link to the telecommunications network and provides integration of multiple voice and data transmission channels on the same line. The service will initially provide connectivity between an ISDN PBX or other ISDN compatible CPE and a serving central office. The basic channel structure for Primary Rate Access is twenty-three (23) 64 Kbps B channels and one (1) 64 Kbps D channel. These channels may be used to connect the customer's CPE to the Public Circuit Switched Network (i.e., outward, inward, two-way trunks, and WATS/800 Service access lines).
3. ISDN-PRI is a service for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the Service.
4. ISDN-PRI is provided within a LATA from central offices where appropriate ISDN facilities are available. Service inquiries will be necessary to determine availability. Special construction charges may apply as specified in the Rates and Charges section of this tariff.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 01-0307-T-T, dated March 26, 2001.

**ADVANCED DIGITAL SERVICES  
PRIMARY RATE INTERFACE**

**C. REGULATIONS**

1. Customer Premises Equipment (CPE) that is compatible with ISDN-PRI service is the responsibility of the customer for provisioning.
2. Digital transmission rates at speeds less than those indicated in the Company's Tariff may occur as a function of the particular CPE furnished by the user.
3. Minimum subscription term is month-to-month, with a one-month minimum.
4. Verification and Emergency Interrupt service is not available for ISDN-PRI.
5. Telephone number information transmitted via the optional Incoming Call Identification feature is intended solely for the use of the ISDN-PRI subscriber. Resale of this information is prohibited by this tariff.
6. For customer locations with more than one (1) PRI, a backup D-channel will be required.
7. Each ISDN-PRI digital transport facility can support a maximum of 4 trunk groups per T-1 facility. Within the two-way digital transport facilities, for all 24 trunks or up to 4 trunk groups on each ISDN-PRI, only one telephone number can be pointed to that group. A group cannot have 24 individual telephone numbers and/or 24 individual trunk groups.
8. Non-facility Associated Signaling (NFAS) provides the capability to serve multiple DS-1's over a single D-Channel (NB+D). This feature can be ordered where Switch capabilities exist as stipulated in the vendor technical documentation. When NFAS is selected, the customer will order one ISDN-PRI service arrangement with 23 B channels and one D channel. Additional ISDN-PRI service arrangements are ordered with 24 B channels at rates and charges provided in Section G of this tariff. The D channel activated on the initial arrangement serves the additional ISDN-PRI arrangements. If a customer desires, he or she may also request a back-up D channel with the NFAS option (NB+2D). It is recommended that D channels be provisioned in separate ISDN-PRI service arrangements.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 01-0307-T-T, dated March 26, 2001.

**ADVANCED DIGITAL SERVICES  
PRIMARY RATE INTERFACE**

**D. APPLICATION OF RATES**

1. ISDN-PRI Primary Rate Access Lines furnished between a serving central office and the customer designated premise will be charged at rates per each Primary Rate Access Line.
2. Nonrecurring charges will not be applicable for the Primary Rate Access Line or interoffice channel facilities when upgrading an existing DS1 Service to an ISDN-PRI service arrangement.
3. ISDN-PRI Primary Rate Access Line rates, if applicable, apply in addition to Primary Rate Interface.

**E. SERVICE COMPONENTS**

1. The customer may choose any number of channels up to twenty-three (twenty-four with NFAS described below) per Primary Rate Access (facility) to be active with a corresponding number of services (i.e., inward/outward trunks, WATS Lines, 800 Service) selected. The customer may also choose to have more services selected than channels available for specific applications. The total number of communication paths may not exceed the number of channels subscribed to.
2. The components of ISDN-PRI Service will be as follows:
  - Primary Rate Access Line
  - Primary Rate Interface
  - a) Primary Rate Access Line - will provide a four-wire access loop from the customer premises to the serving central office. The transmission of this loop supports Clear Channel Capability.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 01-0307-T-T, dated March 26, 2001.

**ADVANCED DIGITAL SERVICES  
PRIMARY RATE INTERFACE**

**E. SERVICE COMPONENTS (Continued)**

2. The components of ISDN-PRI Service (Continued)

- b) Primary Rate Interface - provides the multiplexing to support up to twenty-three (23) B channels at 64 Kbps and one (1) D channel for signaling, also at 64 Kbps. When Non-Facility Associated Signaling (NFAS) is ordered, the Primary Rate Interface can provide up to twenty-four (24) B channels at 64 Kbps.
  - 1) Voice calls may be completed to both ISDN and non-ISDN lines.
  - 2) Data Transmission on the B channel will be circuit switched at 64 Kbps within the switch and between ISDN compatible central offices. ISDN interconnection to non-ISDN equipped central offices may be potentially subjected to analog transmission or sub-rated to 56 Kbps.
  - 3) The customer may choose to subscribe to additional non-exchange based services. Initial choices for these services will be WATS and toll-free service. The rates and charges for subscription to these services is in addition to the charges for ISDN-PRI service

**F. OPTIONAL FEATURES**

- 1. Call-by-Call/Integrated Service Access Feature Capability - This optional feature will allow the customer to dynamically allocate the use of channels for ISDN-PRI service. The customer may also choose to subscribe to more services than channels and dynamically change the services in used.
- 2. Incoming Call Identification - This optional feature provides the customer with the telephone number of the calling party. Incoming call identification is provided via the D channel associated with incoming calls on a B channel to a PBX.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 01-0307-T-T, dated March 26, 2001.

**ADVANCED DIGITAL SERVICES  
PRIMARY RATE INTERFACE**

**G. RATES AND CHARGES**

1. All usual Service Connection Charges and Nonrecurring Charges, as applicable, apply to the activation, move, or change of channel equivalents within ISDN-PRI service packages as well as for installation of the basic system.
2. ISDN-PRI Service Components - The service components listed below are required, at a minimum, for the customer to have ISDN-PRI service.

<u>Description</u>	<u># of ISDN Circuits</u>	<u>NRC/ Installation</u>	<u>Monthly Rate</u>
Primary Rate Access Line (per PRI Link)			
Month-to-Month	1-3	\$785.00	\$160.00
One-Year Contract	1-3	785.00	150.00
Two-Year Contract	1-3	785.00	145.00
Three-Year Contract	1-3	785.00	140.00
Month-to-Month	4-7	\$785.00	\$155.00
One-Year Contract	4-7	785.00	140.00
Two-Year Contract	4-7	785.00	135.00
Three-Year Contract	4-7	785.00	130.00
Month-to-Month	8-9	\$785.00	\$150.00
One-Year Contract	8-9	785.00	130.00
Two-Year Contract	8-9	785.00	125.00
Three-Year Contract	8-9	785.00	120.00
	10+	-----Individual Case Basis-----	

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 01-0307-T-T, dated March 26, 2001.

**ADVANCED DIGITAL SERVICES  
PRIMARY RATE INTERFACE**

**G. RATES AND CHARGES (Continued)**

2. ISDN-PRI Service Components (Continued)

<u>Description</u>	<u># of ISDN Circuits</u>	<u>NRC/ Installation</u>	<u>Monthly Rate</u>
Primary Rate Interface (per PRI Link)			
Month-to-Month	1-3	\$300.00	\$800.00
One-Year Contract	1-3	300.00	750.00
Two-Year Contract	1-3	300.00	735.00
Three-Year Contract	1-3	300.00	700.00
Month-to-Month	4-7	\$300.00	\$790.00
One-Year Contract	4-7	300.00	750.00
Two-Year Contract	4-7	300.00	720.00
Three-Year Contract	4-7	300.00	700.00
Month-to-Month	8-9	\$300.00	\$780.00
One-Year Contract	8-9	300.00	730.00
Two-Year Contract	8-9	300.00	700.00
Three-Year Contract	8-9	300.00	680.00
	10+	-----Individual Case Basis-----	
Backup D-Channel *			
Month-to-Month		\$90.00	\$40.00
One-Year Contract		90.00	30.00
Two-Year Contract		90.00	25.00
Three-Year Contract		90.00	20.00

\* Customer locations with more than one (1) ISDN-PRI will require a backup D Channel.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 01-0307-T-T, dated March 26, 2001.

ADVANCED DIGITAL SERVICES  
PRIMARY RATE INTERFACE

## G. RATES AND CHARGES (Continued)

3. Optional Features - The following are optional features that may be ordered with ISDN-PRI:

<u>Description</u>	<u>NRC/ Installation</u>	<u>Monthly Rate</u>
Call by Call Integrated Service Access Feature Selection (Per PRI Link)		
Month-to-Month	\$75.00	\$40.00
One-Year Contract	75.00	35.00
Two-Year Contract	75.00	30.00
Three-Year Contract	75.00	25.00
 Incoming Call Identification (ICI, Per PRI Interface)		
Month-to-Month	\$75.00	\$40.00
One-Year Contract	75.00	35.00
Two-Year Contract	75.00	30.00
Three-Year Contract	75.00	25.00

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 01-0307-T-T, dated March 26, 2001.

**ADVANCED DIGITAL SERVICES  
PRIMARY RATE INTERFACE**

**G. RATES AND CHARGES (Continued)**

3. Service Connection Charges

- a) Service Establishment Charges are applicable for each ISDN-PRI Link (which includes the Primary Rate Access Line and Primary Rate Interface) ordered, for receiving and recording information and/or taking action in connection with a customer's request, and processing the necessary data. These charges include engineering design, common centralized testing, and coordination.
- b) Service Change Charges are applicable for receiving and recording information and/or taking action in connection with a customer's inside move or transfer of service responsibility request, and processing the necessary data on an existing PRI Link (which includes the Primary Rate Access Line and the Primary Rate Interface). A Service Change Charge is applicable for each PRI Link associated with the customer request (in lieu of a Service Establishment Charge).

- 1) Service Change Charge per PRI Link - \$300.00

4. Termination Liability

Subscribers under a contract, who disconnect services or features, in whole or in part, before expiration of the contract period, shall pay to the Telephone Company an early termination liability charge for each disconnected service or feature equal to the following: the difference between the applicable contract recurring rate and the applicable month-to-month recurring rate multiplied by the number of months of the contract period that have elapsed as of the date of disconnection.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 01-0307-T-T, dated March 26, 2001.

**CONCURRENCES**

**MESSAGE TOLL TELEPHONE SERVICE**

**PRIVATE LINE SERVICE**

**WIDE AREA TELEPHONE SERVICE**

Hardy Telecommunications, Inc., concurs in the filed tariffs of Bell Atlantic of West Virginia together with amendments and successive issues thereof, for the purpose of providing message toll telephone service, private line service, and wide area telephone service between its point and points reached over facilities of connecting companies in the State of West Virginia.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 98-0896-T-T, dated August 31, 1998.

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Issued: July 20, 1998

Dwight Welch  
General Manager

Effective: September 1, 1998

**OBSOLETE SERVICES**

GENERAL

Service will be provided at the rate described for the following service to subscribers receiving this service prior to October, 1987. This service will no longer be provided to new subscribers. When existing service is discontinued, it will not be reestablished.

MISCELLANEOUS SERVICE

The provision of a cable pair from one point to another ("dry" cable pair).

Monthly Rate

Off-Limit Access, per 1/4 mile	\$1.50
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Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 98-0896-T-T, dated August 31, 1998.

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Issued: July 20, 1998

Dwight Welch  
General Manager

Effective: September 1, 1998

## TOLL PRESUBSCRIPTION

### A. GENERAL

Toll presubscription is a procedure whereby an end user or a Pay Telephone Service Provider may select and designate a Toll Provider (TP) to access toll calls without dialing an access code. The end user or Pay Telephone Service Provider may designate a TP for intraLATA toll, a different carrier for interLATA toll, or the same carrier for both. This TP is referred to as the end user or Pay Telephone Service Provider preferred toll carrier (PIC).

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

A TP must use Feature Group D (FGD) Switched Access Service to qualify as a toll provider. All TP's must submit a Letter of Intent (LOI) to the Company at least forty-five days prior to the date on which the carrier proposes to be participating in toll presubscription.

Selection of a TP by an end user or Pay Telephone Service Provider is subject to the terms and conditions in B, following.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 99-1449-T-PC, dated March 13, 2000.

**TOLL PRESUBSCRIPTION**

**B. PRESUBSCRIPTION CHANGE APPLICATION**

**1. Initial Free Presubscription Choice for New Users**

New end users or Pay Telephone Service Providers will be asked to select a primary TP when they place an order for Telephone Company Exchange Service. If a customer cannot decide upon a toll carrier at the time, the customer will have thirty calendar days following completion of the service request to make a PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make toll calls. The free selection is the period within thirty days of installation of the new service.

Initial free selection available to new end users or Pay Telephone Service Providers are:

- Designating a TP as their primary carrier, thereby requiring no access code to access that TP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
- Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all TP's. This choice can be made by directly contacting the Telephone Company.

Following an existing end user's or Pay Telephone Service Provider's free selections, any change is subject to a nonrecurring charge, as set forth in (F)(1) , following.

**2. Charge for Toll Presubscription**

After expiration of the initial free presubscription choice period for new customers, as specified in (B) (1) the end user or Pay Telephone Service Provider will be assessed a toll presubscription charge as specified in (F) (1), following.

**3. Cancellation of Toll Presubscription by a TP**

If a TP elects to discontinue Feature Group D service after implementation of the toll presubscription option, the TP is obligated to contact, in writing, all end users or Pay Telephone Service Providers who have selected the canceling TP as their preferred toll provider. The TP must inform the end users or Pay Telephone Service Providers that it is canceling its Feature Group D service, request that the end user select a new TP and state that the canceling TP will pay the PIC change charge, as provided in (F) (1), following. The TP must provide written notification to Hardy Telecommunications, Inc., that this activity has taken place.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 99-1449-T-PC, dated March 13, 2000.

**TOLL PRESUBSCRIPTION**

C. END USER/PAY TELEPHONE SERVICE PROVIDER CHANGE DISCREPANCY

1. When a discrepancy is determined regarding an end user's designation of a preferred toll carrier, the following applies depending upon the situation described:

A signed letter of authorization takes precedence over any other order other than subsequent, direct customer contact with the Telephone Company.

When two or more orders are received for an end user line generated by tele-marketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date determines customer choice.

2. Verification of Orders for Telemarketing

No TP shall submit to the Telephone Company a PIC change order generated by outbound telemarketing unless, and until, the order has first been confirmed in accordance with the following procedures:

- (a) The TP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:
  - the customer's billing name and address and each telephone number to be covered by the PIC change order;
  - the decision to change the PIC to the TP; and
  - the customer's understanding of the PIC change fee; or
- (b) The TP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in (a) preceding, to confirm the authorization; or
- (c) An appropriately qualified and independent third party, operating in a location physically separate from the outbound telemarketing representative, has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification data (e.g., the customer's date of birth or social security number).

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 99-1449-T-PC, dated March 13, 2000.

**TOLL PRESUBSCRIPTION**

**D. PIC SWITCHBACK OPTIONS**

1. Customer denies requesting change of TP:

When the Telephone Company is contacted by an end user who denies requesting a PIC change, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous TP at no charge.

The TP is in no way relieved of the FCC requirements for:

- (a) Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or
- (b) Instituting steps to obtain verification of orders submitted to Hardy Telecommunications, Inc.

In addition, the end user has the option of initiating a complaint to the FCC or the Public Service Commission concerning unauthorized changes in carrier. The complaint may be issued in writing to the Public Service Commission of West Virginia, 201 Brooks Street, P.O. Box 812, Charleston, WV 25323, or by calling toll-free 1-800-344-5113.

2. Customer requests switchback to previous TP PIC:

When the Telephone Company is notified via a call from the customer, where the end user is not denying the authenticity of the most recent change to the current PIC, the Telephone Company will change the customer's TP to the previous PIC. The customer will be billed the PIC charge as specified in (F) (2), following.

**E. PIC FREEZE OPTION**

A PIC Freeze option is available to customers who wish to "freeze" their PIC in an effort to prevent unwanted PIC changes. The customer must notify the Telephone Company and sign a PIC Freeze Authorization Form that notes the carrier that the freeze applies to. The customer may "lift" the freeze by using a three-way call between the carrier, the customer, and the Telephone Company. If the customer changes the PIC, a new form will need to be completed for a freeze to be applied to the new PIC. The freeze will be completed and maintained without charge to the customer.

**F. RATES AND CHARGES**

- 1. Charge for TP Carrier Change                      \$5.00 per change, per line
- 2. Charge for Switchback Carrier Change        \$5.00 per change, per line

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 99-1449-T-PC, dated March 13, 2000.

**LONG DISTANCE SERVICES****A. GENERAL**

This tariff is applicable to interstate and intrastate long distance telecommunications service furnished or made available by Hardy Telecommunications, Inc., hereinafter referred to as the Company. Long distance telecommunications service allows customers to originate and terminate communications between the contiguous United States, Alaska, Hawaii, and all U.S. territories. A customer can originate calls over the Company's long distance network by presubscribing to the Company's service and dialing on a direct dialed (1+) and/or on an ad hoc basis by dialing the Company's Carrier Identification Code (5897).

**B. DESCRIPTION OF CHARGES/RATE COMPONENTS**Application of Charges

Long distance service may include both recurring and nonrecurring charges. Stabilized recurring charges may be offered on a Customer-specific basis where service demands or competitive necessity justify such charges. Recurring charges consist of flat-rated monthly charges. Service also may include a Minimum Charge. Nonrecurring charges for installation of a service and additions to service are also included.

A. Non-Recurring Charges: Non-Recurring Charges are billed in advance.

B. Recurring Charges: Recurring Charges are usage-sensitive and are billed in arrears.

Mileage measurement

When applicable to Rate Schedules, mileage is the distance in airline miles between locations. The following mileage measurements apply: the distance between the rate center of the originating station and the rate center of the terminating station. If mileage measurement is not applicable, such calls will be charged as stated or as in the particular Rates and Charges Section. Recurring charges may be distance sensitive or rate period/distance sensitive.

Single Rate Period/Distance Sensitive

When calls are rated on a distance sensitive basis, the rate in effect at the calling station at the time the connection is established applies to the entire call. Where specifically specified in this tariff, the rates used shall be those in effect at the station to which the call is billed rather than the calling station.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0389-T-CN, dated August 1, 2000.

## LONG DISTANCE SERVICES

### Multiple Rate Period/Distance Sensitive

For calls that are rated on a rate period/distance sensitive basis, when a call is established in one rate period and ends in another rate period, the rate in effect at the calling station for each rate period applies to the portion of the call occurring within that rate period. The rates used shall be those in effect at the station to which the call is billed rather than the calling station.

### Minimum Charge

Should a Minimum Charge apply to a service option, it shall be as specified in the applicable Rates and Charges Section.

### Installation Charge

Should a nonrecurring Installation Charge apply to a service Option, it shall be as specified in the applicable service Rates and Charges Section.

### Change To Service

As specified for each Option, Service Components may be added to or deleted from a service. A nonrecurring Installation Charge may apply to additions, and recurring charges will be adjusted, as necessary, to reflect all changes to service.

### Rate Changes

Company expressly reserves the right to change the applicable rates under which the Customer has obtained service during any specified Service Period greater than any minimum service period provided under this Tariff, unless otherwise agreed upon between The Company and the Customer.

### Changes to Terms and Conditions

During any specified Service Period other than any minimum service period specified in this tariff, the Company expressly reserves the right to initiate changes in the terms and conditions under which service is provided, unless otherwise agreed upon between the Company and the Customer. If the Company initiates revisions without the Customer's agreement, the Customer may discontinue service without liability. If elected, this provision must be exercised by the Customer in writing within 30 days following the date of The Company's price change. Such election shall shield the Customer from charges which would increase the amount he/she must pay for service.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0389-T-CN, dated August 1, 2000.

**LONG DISTANCE SERVICES****C. GENERAL PRACTICES AFFECTING RATES**

The following set forth factors affecting rates applicable to all services.

Payment of Charges

Payment for service is due upon presentation of the bill. Service may be denied for nonpayment of a bill. The Customer is responsible for safeguarding the service from use by unauthorized persons, and to pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.

Gross Receipts Tax

When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate receipts are imposed by certain taxing jurisdictions upon the Company, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate communications services provided to and billed to a Customer's service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company. The taxing jurisdictions in which the charge will be applicable and the associated tax factors are available upon request.

Temporary Surrender of Service

In certain instances, the Customer may be asked to surrender a portion of service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, one day's Credit Allowance for the affected portion will be given for each 24-hour period or fraction thereof that the service is surrendered.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0389-T-CN, dated August 1, 2000.

**LONG DISTANCE SERVICES**Credit Allowance

A Credit Allowance will be given when service is interrupted or for service or components not available for Customer use. An interruption period begins when the Customer reports to the Company that service is interrupted and releases it for testing and repair, except that the Customer is not required to report on service not yet installed for purposes of adjusting any initial nonrecurring charge. An interruption period ends when the service is repaired and returned to the Customer. A service is considered to be interrupted when there has been a loss of continuity or the Company and the Customer agree that the service is unfit or not yet installed and available for the Customer's use.

The Credit Allowance will be calculated by applying the applicable charges for the service interrupted by the time period between the Company's receipt of Customer notice of the interruption and the time service is restored. After the first 30-minute period, fractions of 30-minute interruption periods are treated as full 30-minute interruptions. The Credit Allowance applied will be the portion of the monthly recurring charge that corresponds to the proportion of interrupted service multiplied by the proportion of the duration of the interruption, in full 30-minute periods, to the total number of 30-minute periods in a month. In addition, any Minimum Charge will be adjusted for Credit Allowances as specified for each service in the Rates and Charges section.

**Credit Allowances do not apply for the following:**

- Interruptions caused by the negligence of the Customer or others authorized by the Customer to use the Company's service.
- Interruptions due to the failure of power, systems or connections not provided by the Company.
- Interruptions during any period when the Customer has released a Service Component for scheduled maintenance or rearrangement purposes, or for the implementation of a Customer order.
- Interruptions during periods when the Customer elects not to release the Service Component for testing and/or repair.
- Amounts less than one dollar.
- Interruptions of Customer Equipment.
- Non-completion of calls due to network conditions.
- Interruptions of less than 30 minutes.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0389-T-CN, dated August 1, 2000.

**LONG DISTANCE SERVICES**

**D. RESPONSIBILITIES OF THE CUSTOMER**

The Customer's general responsibilities are described in this section. When Customer Equipment or a Customer-Provided Communication System is connected to the Company's service, the Customer assumes responsibility for the connection and proper maintenance thereof.

Placement of Orders, Payment of Bills and Compliance with Regulations

The Customer is responsible for placing any necessary orders and complying with tariff regulations for service and for assuring that its Users comply with tariff regulations. The Customer is also responsible for the payment of all bills for service.

Order Information

When a Customer places an order for service, the following information must be provided:

The customer contact name, telephone number, and address at each premises where installation will be made, the Customer's billing name and address.

Agency Agreement

The Customer may appoint an agent to act on its behalf, as specified hereinafter.

The Company will accept orders from an agent appointed by the Customer. An agency appointment must be sent to the Company in writing. If directed by the Customer, the bill for service will be sent to the agent.

The Customer retains responsibility for compliance with the tariff's regulations and any act or omission of the agent regardless of any limitations the Customer may place on the agent's authority.

Payments

Customer's payment obligation includes payment for services:

- Originated at the Customer's telephone number(s);
- Accepted at the Customer's telephone number(s) (e.g., Collect Calls);
- Billed to the Customer's telephone number via Third Party Billing, the use of a calling card, or a Carrier assigned special billing number.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0389-T-CN, dated August 1, 2000.

## LONG DISTANCE SERVICES

### Late Payments

When a bill is not paid in full, the unpaid portion of the bill is subject to a monthly finance charge of 1.5 percent on the average daily balance.

### Nonpayment of Charges

The Company may deny and/or restrict service for nonpayment of charges due as specified in Payment of Charges preceding. A written notice will be sent to the Customer at least five days in advance of the restriction and/or denial of service. Upon payment of charges the restriction and/or denial of service will be removed.

### Advance Payment

An advance payment will be required before service is provided when a Customer has a history of late payments to the Company or when a Customer's financial responsibility is not a matter of record. The advance payment will be the nonrecurring charge(s), if any; one month's recurring service charge; and one month's estimated usage charges.

## E. RATE DETERMINATION

The rate for a service call which is charged on a per call basis is determined by:

### Distance Measurements

- The distance between the rate centers of the originating (calling) station and the terminating (called) station;
- The time of day and the day of week;
- The class of service applicable to the call. The specific factors which apply to a given call and their application are listed in the rate section applicable to that type of call. Additional regulations pertaining to those factors are as follows:

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## LONG DISTANCE SERVICES

### Distance Measurements

When the distance between the calling and the called stations is a factor in rate determination, the distances are calculated according to the following, exceptions may apply.

The distance between stations in the Mainland, the Mainland and Hawaii, and the Mainland and Alaska, Hawaii, Puerto Rico and the Virgin Islands, is measured on the basis of airline mileage between rate centers.

### Time of Day and Day of Week

The rate charged for a call is determined in part by the day of the week and the time of day at the originating (calling) station. Different rates may be applicable to a call at different times of the day and on certain days of the week.

## F. SERVICE DESCRIPTION

### Residential and Business Service

This service is an outbound switched long distance communications service whereby Customers access service via local switched access facilities provided by the Company.

### Toll-Free Service

Toll-Free Service is an inbound toll-free service that is ordered and billed to the customer receiving the call. A Customer may be assigned one or multiple toll-free numbers that allow the customer's end users to place a call to the customer free of charge. Toll-Free Service is available via switched access facilities.

### Calling Card Service

Calling Card service gives customers the ability to make long distance calls using a Company provided calling card and a unique personal identification number. Customers may choose their own 10-digit authorization number (code) and a four digit Personal Identification Number (PIN).

### Operator Services

Operator Service rates apply when calls are completed with the assistance of a Carrier operator. Operator Service rates apply to calls which are billed to a different telephone number (e.g., collect, bill to a third number) or a calling card.

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0389-T-CN, dated August 1, 2000.

**LONG DISTANCE SERVICES**

**G. RATES AND CHARGES**

DIRECT DIALED (1+) CALLS

The customer has a choice of five long-distance calling plans.

Plan Name	Rate*	Monthly Recurring Fee	Installation Charge	Other Charges
Anytime-Anywhere Savings Plan	\$0.14/min.	None	None	None
Smart Saver Plan	\$0.10/min.	\$3.95	None	None
Hardy Advantage Plan	\$0.08/min.	\$7.95	None	None
Anytime 125	\$9.95/mo.	None	None	\$0.14/min. over 125 minutes
Anytime 225	\$15.95/mo.	None	None	\$0.14/min. over 225 minutes

Calling Cards

Rate: \$0.25/ minute  
 Surcharge: \$0.65 per call  
 Payphone Surcharge: \$0.60 per call (I)

Toll-Free Service

Rate: \$0.14/minute  
 Monthly Recurring Fee: \$3.95  
 Installation (Nonrecurring): \$10.00  
 Payphone Surcharge: \$0.60 per call (I)  
 Vanity Number: \$30.00 (nonrecurring fee)

Directory Assistance

Rate: \$0.95 per call

Operated Assisted Calls

The Company will mirror MCI's (formerly known as WorldCom) operator assisted rates. (S)  
 These rates are passed directly from MCI to customer.

\* Fractional minutes are billed as full minutes.

**LONG DISTANCE SERVICES**

**H. PROMOTIONAL OFFERINGS**

The telephone company may, from time to time and in a nondiscriminatory manner, offer specifically designated services at reduced rates and/or charges, or for no rate and/or charge, for promotional, market research, training and/or experimental purposes. Such offerings shall be of ninety (90) calendar days or less in duration. Such offerings may be limited to specific geographic areas within West Virginia and may also be limited to specific customer types (e.g., business or residential) and/or service classifications/designations (e.g., local or toll). (N)

These offerings may be made without notice to the Commission, provided that, upon request by the Commission or an appropriate member of its Staff, the telephone company shall timely provide details, as appropriate, regarding any such offering for which information is requested. (N)

**911 EMERGENCY TELEPHONE SERVICE**

## A. GENERAL

(N)

1. 9-1-1 is the three-digit telephone number designated throughout the United States as the emergency telephone number to be used by the public to obtain law enforcement, medical, fire, rescue, and other emergency services.
2. Basic 9-1-1 (B911) Service includes lines and equipment necessary for the answering, transferring, and dispatching of public emergency telephone calls by persons within the serving area who dial 911. This service automatically routes 911 calls to a Public Safety Answering Point (PSAP), but provides no information about the location or telephone number of the caller.
3. Enhanced Universal Emergency Number Service, also referred to as Enhanced 911 Service or E911, is a telephone exchange communication service similar to Basic 911 Service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. E911 service includes lines and equipment necessary for the answering, transferring, and dispatching of public emergency telephone calls by persons within the serving area who dial 911. Enhanced 911 is different from Basic 911 primarily in the provisioning of Automatic Location Identification (ALI) which provides the customer's name, primary service address (street name and number), and telephone number associated with the calling party's telephone number and is forwarded to the Enhanced 911 display unit on a per call basis.
4. The 911 customer may be a municipality or other state or local governmental unit or an authorized agent of one or more municipalities or other state or local governmental units to who authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire and other emergency services within the telephone central office areas arranged for 911 calling.

(N)

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0389-T-CN, dated August 1, 2000.

**911 EMERGENCY TELEPHONE SERVICE**

## A. GENERAL (continued) (N)

5. These service arrangements will provide a 911 Emergency System that will provide use of the exchange network at no charge to the caller on a per call basis. Calls from a pay telephone shall not require a coin to be deposited or payment of any charge. The ability to transfer calls from a Public Safety Answering Point (PSAP) to the proper Emergency Response Agency (ERA) will also be provided.
6. Publishing, reproducing, re-selling, disclosing, tampering with, modifying, allowing access to, or using for any reason other than emergency response purposes associated with the public safety, any of the 911 database information is prohibited.

## B. DEFINITIONS

Additional 911 Exchange Line

Additional terminating lines at a PSAP that may be ordered by the customer.

Alternate PSAP

A feature provided to allow 911 calls to be routed to a designated alternate location if the 911 exchange lines to the primary PSAP (see definition of PSAP following) are out of service for any reason.

Alternate Routing

A feature that will route a 911 call to a location other than the primary PSAP, should some temporary condition prevent the primary PSAP from answering the call.

Automatic Location Identification (ALI)

A feature by which the name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Telephones associated with a calling party's telephone number but which are physically located elsewhere (off-premises extensions, secondary locations, etc.) can also be identified with the same address associated with the calling party's telephone number at the primary location if the customer enters this same information into the remarks section of the ALI record. No ALI data is provided when a call is sent to Default Routing (DR). (N)

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0389-T-CN, dated August 1, 2000.

**911 EMERGENCY TELEPHONE SERVICE**

## B. DEFINITIONS (continued) (N)

Automatic Number Identification (ANI)

A feature by which the calling party's ANI telephone number is forwarded to the PSAP and displayed on the PSAP monitor.

Called Party Hold

Enables the PSAP attendant to hold a 911 connection even if the calling party hangs up.

Caller

An individual who places a 911 call in order to obtain emergency assistance. May also be referred to as an end user.

Default Routing

A feature activated when an incoming 911 call cannot be selectively routed due to an ANI failure, garbled digits, or other causes. Such incoming calls are routed from the 911 Control Office to a default PSAP. Each incoming 911 facility group to the Central Office is assigned to a designated default PSAP. This is a standard feature of 911 Service. No ANI/ALI data is provided when a call is sent to Default Routing.

Display and Transfer Unit

A selector console and associated common equipment for displaying ANI numbers at the PSAP attendant position and used by the attendant to activate Fixed and/or Selective Transfer functions.

Diverse Routing

Diverse routing provides for the processing of 911 calls over alternate paths to reduce service interruptions due to possible interface in facilities. This feature is available only where adequate facilities exist.

Emergency Response Agency

An Emergency Response Agency (ERA) is a functional division of an agency authorized to respond to requests from the public to meet emergencies related to safety and/or health. The agency is prepared to provide its service(s) in response to a 911 call received at, or transferred from, a PSAP.

(N)

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0389-T-CN, dated August 1, 2000.

**911 EMERGENCY TELEPHONE SERVICE**

B. DEFINITIONS (continued) (N)

Emergency Ringback

Allows the PSAP attendant to ring back the caller's line. This feature may only be available if the call is routed to the PSAP via dedicated facilities. This feature may not be available with arrangements using tandem switching.

End Office

The Central Office(s) in the 911 System from which 911 calls are originated.

Fixed Transfer

A feature which enables a PSAP attendant to transfer incoming 911 calls to secondary PSAP's by use of a single button on the Display and Transfer unit.

Forced Disconnect

Enables the PSAP attendant to release a connection on a 911 call, even if the calling party remains off-hook.

Host Provider

The telephone company that serves exchanges within the customer's serving area and provides 911 service to the customer and, where applicable, acts as the coordinator of other regulated telephone companies which serve as secondary providers within the customer's serving area.

Manual Transfer

A feature that enables the PSAP attendant to transfer an incoming call by accessing a dial tone line and dialing either a seven-digit or ten-digit telephone number. Manual transfer is associated with the 911 trunk unit and is a standard feature of 911 Service.

(N)

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0389-T-CN, dated August 1, 2000.

**911 EMERGENCY TELEPHONE SERVICE**

## B. DEFINITIONS (continued) (N)

Master Street Address Guide (MSAG)

A perpetual database defining the geographic area of a 911 service, such as by an alphabetical listing of the street names, high-low house number ranges, community names, PSAP identification codes, and Emergency Service Number (ESNs). The E911 customer is responsible for the construction and maintenance of the MSAG.

Public Safety Answering Point (PSAP)

An answering location for 911 calls originating in a given area. The PSAP responds first; the Emergency Response Agencies (ERAs) receive calls on a transfer basis only. PSAP's are public service agencies such as police, fire, or emergency medical or a common bureau serving a group of such entities.

Secondary Provider

A regulated telephone company that participates in offering 911 service under an agreement with the host provider.

Selective Routing

A service that routes calls to the correct PSAP based on the caller's ANI. This service is available when an E911 system is served by more than one PSAP or when a central office is split by a political boundary and one of the political areas does not subscribe to 911 services or when a central office's political subdivisions are served by different 911 systems.

Selective Transfer

A feature providing persons at the PSAP the ability to transfer an incoming call to another agency by depressing a single button labeled with the type of agency, e.g., "Fire," on the Display and Transfer Unit. For a given 911 caller, the unique combination of police, fire, and ambulance or any other appropriate agencies responsible for providing emergency service in the 911 service area is defined by an "Emergency Service Number" ( ESN).

Serving Central Office

The Central Office from which a PSAP, either primary or secondary, is served. (N)

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0389-T-CN, dated August 1, 2000.

**911 EMERGENCY TELEPHONE SERVICE**

B. DEFINITIONS (continued) (N)

Universal Emergency Number Service

A telephone exchange communication service for receiving telephone calls placed by persons in need of assistance who dial the number 911. Such calls are answered at PSAP's established and operated by the customer. The lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls are included.

Universal Emergency Number Service Customer

A municipality, county, or other state or local government unit or an authorized agent of one or more municipalities, counties, or other state or local governmental units to whom authority has been lawfully delegated within a defined geographic area to respond to public emergency telephone calls at the minimum for police and fire service.

911 Service Area

The geographic area in which the customer will respond to all 911 calls and dispatch appropriate emergency assistance. (N)

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0389-T-CN, dated August 1, 2000.

**911 EMERGENCY TELEPHONE SERVICE**

## C. RULES AND REGULATIONS

(N)

1. When requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" for use with Public Safety Answering Points (PSAP's) engaged in assisting local governments in the protection and safety of the general public. Use of the 911 number will provide each caller telephone access to a local PSAP.
2. At the request of any county, municipality, or political subdivision (customer) subscribing to 911 Service, the Company will spread the applicable non-recurring charges for the initial provisioning or subsequent addition of 911 Service in equal installments, where possible, over a period not to exceed 18 months.
3. The Company shall bill its subscribers the Enhanced 911 monthly fee, as specified in the applicable Enhanced 911 ordinance. Billing of the monthly E911 subscriber fee can occur prior to actual provisioning of 911 Service to those subscribers.
4. 911 Service is provided by the Company where facilities and operating conditions permit.
5. 911 Service is classified as Business Exchange Service and is arranged for one-way incoming service to the appropriate PSAP with the potential for extending 911 calls to the appropriate Emergency Response Agency.
6. This offering is limited to the use of central office number 911 as the universal emergency number and only one 911 service will be provided within any central office, although there may be a means to selectively route certain users in order to comply with county boundaries and/or emergency districts. The Company shall not be required to provide 911 Service to less than an entire central office (switching entity).

(N)

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0389-T-CN, dated August 1, 2000.

**911 EMERGENCY TELEPHONE SERVICE**

## C. RULES AND REGULATIONS (continued) (N)

7. The 911 emergency number is not intended to replace the telephone service of the various public safety agencies which may participate in the use of this number.
8. The service is furnished to municipalities and other government agencies only for the purpose of voice reporting emergencies by the public.
9. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited by the terms set forth in the following conditions and the General Regulations section of this tariff.

The Company shall not be liable to any person who dials the digits "911" or for whom such digits are dialed, or to the family of such person, for any loss or damages arising out of errors, mistakes, omissions, interruptions, defects, failures, or malfunctions of 911 Service, including any and all equipment, including but not limited to transmission equipment and data processing equipment, associated therewith, unless the Company has been notified and has had reasonable time to repair the defects, failures, or malfunctions that caused the loss or damage. In no event shall the Company's liability to any person on account of 911 Service exceed an amount equivalent to the charges made for the service affected for the period following such notice until service is restored.

The customer agrees to release, indemnify, and hold harmless the Company 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, operations, failure to operate, maintenance, services furnished by the Company in connection with 911 Service, 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 911 Service hereunder.

The Company shall incur no liability whatsoever to any person arising from its provision of, or failure to provide, 911 Service to any Shared Tenant Service or end user.

The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff.

(N)

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0389-T-CN, dated August 1, 2000.

**911 EMERGENCY TELEPHONE SERVICE**

## C. RULES AND REGULATIONS (continued) (N)

## 9. (continued)

Any mistakes, omissions, interruptions, delays, errors or defects in transmission or service caused or contributed to by the negligence or willful act of any person other than the Company, or arising from the use of customer provided facilities or equipment shall relieve the Company from all liability whatsoever.

Where a 911 call is placed by the calling party via interconnection with a carrier other than the Company, the Company cannot guarantee the completion of said 911 call, the quality of the call, or any features that may otherwise be provided with 911 service; however, the Company will work with all carriers interconnecting to any 911 system involving Company facilities to the extent necessary to provide the call completion rate stated in Rules and Regulations 10(d) following, to provide acceptable transmission quality and to provide all 911 features to which the customer subscribes.

The Company accepts no responsibility for obtaining end user record information from private telecommunications systems, such as PBX's, unless provided to the Company by a customer. At the rates set forth herein, the Company will integrate any records provided to it by the customer in a Company-standard format for inclusion in a 911 database. However, by doing so, the Company makes no representation or warranty regarding the accuracy of the data provided to it by a customer and shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of this data by the customer, which may be asserted by any person, business, government agency, or other entity against the Company.

The Company shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of 911 service when there is a failure of or interruption in 911 service due to the attachment of any equipment by a customer to Company facilities. The customer may, with the prior written consent of the Company, which consent shall not be reasonably withheld, attach features, devices, or equipment of other vendors to the equipment or network facilities provided by the Company. Said attachments, devices, or equipment must meet all applicable federal and state registration and/or certification standards. The Company reserves the right to refuse attachments if the Company determines that said attachments will degrade the 911 system ordered by the customer, adversely affect Company facilities, or otherwise cause harm to its telephone operations. (N)

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0389-T-CN, dated August 1, 2000.

**911 EMERGENCY TELEPHONE SERVICE**

## C. RULES AND REGULATIONS (continued) (N)

## 9. (continued)

The Company shall not be liable for any civil damages caused by an act or omission of the Company in the good faith release of information not in the public record, including nonpublished or nonlisted end user information to emergency service providers responding to calls placed to a 911 service or host providers using such information to provide a 911 service.

## 10. Temporary suspension of service is not provided for any part of the 911 service.

## 11. The rates charged for 911 Service do not contemplate the constant monitoring or inspection to discover errors, defects and malfunctions in the service; nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgment of the customer, are required to determine whether the service is functioning properly for its use. The customer shall promptly notify the Company in the event the service is not functioning properly.

Notwithstanding the forgoing, the Company will engage in preventive maintenance and other service quality assurance activities regarding 911 facilities at a level at least as great as that generally used in dealing with the balance of the Company's network and switching facilities.

## 12. If a central office serves telephones located both within and outside the 911 customer's public safety jurisdiction, it is the obligation of the customer to make arrangements to handle all 911 calls that originate from telephones served by these central offices. The Telephone Company, as feasible, shall offer selective routing in central offices such as described in the sentence immediately preceding. (N)

**911 EMERGENCY TELEPHONE SERVICE**

## C. RULES AND REGULATIONS (continued) (N)

13. Application for 911 service must be executed in writing by the customer. The 911 customer must furnish the Company, in writing, with its agreement to the following terms and conditions:
- (a) That at least one PSAP will be provided and staffed on a 24-hour, seven days per week basis.
  - (b) That the 911 customer accepts responsibility for dispatching, or having others dispatch, police, fire, ambulance, or other emergency services as required, to the extent as such services are reasonably available.
  - (c) That the 911 customer will develop an appropriate method of responding to calls for nonparticipating agencies which may be directed to the 911 PSAP by calling parties.
  - (d) That the 911 customer shall be provided a sufficient number of interoffice and 911 access lines to provide at least a P.01 transmission grade of service; and in all cases, there shall be a minimum of two lines from each serving central office to the 911 PSAP.
  - (e) That the 911 customer will subscribe to additional local exchange service at the PSAP location for administrative purposes, for placing of outgoing calls. Such lines may, at customer's option, be used to receive calls made to 911 when all 911 trunks are in use, i.e., administrative/outgoing lines may be used for "911 overflow."
14. Diverse routing is supplied to the extent made possible as determined by the Company, through availability of Company facilities. Provision of diversity at the Public Safety Answering Point (PSAP) and additions to existing facilities to obtain such diversity, where feasible within the 911 network and as determined by the Company, will be based upon costs incurred by the Company and supplied upon customer request. (N)

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0389-T-CN, dated August 1, 2000.

## 911 EMERGENCY TELEPHONE SERVICE

- C. RULES AND REGULATIONS (continued) (N)
15. Emergency Service Number (ESN) - When the Selective Routing feature is provided due to multiple PSAP's, the customer is responsible for identifying primary and secondary PSAP locations, as well as the unique combinations of police, fire, ambulance, or any other appropriate agencies responsible for providing emergency service in the 911 serving area. An Emergency Service Number (ESN) will be provided by the Company for each unique combination defined by the customer. The customer will associate these ESN's with street address ranges or other mutually agreed upon routing criteria in the 911 serving area. The ESN's will be carried in the central office facilities to permit routing of 911 calls to the primary and secondary PSAP's responsible for handling of calls from each telephone on the 911 serving area.
  16. The customer will comply with West Virginia Code Section 24-6-1, et seq., and all other applicable statues and regulations.
  17. Resolution of Conflicts - In the event that a conflict arises between the Company and the customer, the Public Service Commission (PSC), upon application by the Company or the customer, shall resolve such conflict.
  18. The E911 customer shall have the sole and exclusive ownership of, control over and responsibility for the ALI database used in the operation of its E911 system. The E911 customer's responsibility in this regard includes, but is not limited to, the verification and validation of all subscriber address information provided to the E911 customer by the Company.
  19. The E911 customer shall have the sole and exclusive responsibility to secure, operate, and maintain all equipment and software required on its side of the network point of demarcation in the construction and operation of its network up to the point of demarcation at the E911 customer's location. (N)

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0389-T-CN, dated August 1, 2000.

## 911 EMERGENCY TELEPHONE SERVICE

## D. RULES AND REGULATIONS GOVERNING THE PROVISION OF END USER DATA TO E911 CUSTOMERS (N)

1. Company will provide the E911 customer with all subscriber name and address information including, where available and as requested by the customer, instructions regarding how to drive to the subscriber's service location in the Company's billing database, to the extent not otherwise prohibited by privacy-related laws, regulations, or tariff provisions, for the use of the E911 customer in assembling, operating, and updating its ALI database.
2. The E911 customer shall use nonlisted or nonpublished telephone number information provided by the Company solely for purpose of inclusion in E911 customer's ALI database and in the discharge of E911 responsibilities and such telephone numbers shall not be disclosed by E911 customer, its employees, agents, and/or independent contractors for any other purpose.
3. Subscriber name and address information provided to the E911 customer by Company may not be relied upon in lieu of the E911 customer's independent validation and verification, in the assembly, operation, and updating of the MSAG component of E911 customer's ALI database.
4. ***The Company's obligation to provide name and address data from its billing database to the E911 customer is limited in scope to providing such information as it has available, without any representation or warranty as to the suitability of such data as it has available, for use in the assembly, operation, or updating of E911 customer's ALI database.***

Company will endeavor to maintain accurate information in its billing database and to provide accurate information to E911 customer, but shall bear no responsibility to the E911 customer for validating and verifying the accuracy of that information for the E911 customer's use in its ALI database. (N)

**911 EMERGENCY TELEPHONE SERVICE****D. RULES AND REGULATIONS GOVERNING THE PROVISION OF END USER DATA TO E911 CUSTOMERS (continued) (N)**

5. In order to assist E911 customer in maintaining an up-to-date ALI database, Company will provide E911 customer with daily information regarding new subscribers and other changes in subscriber information which may be necessary in E911 customer's ALI database. The parties hereto will negotiate a methodology for the necessary data transfers required in the ALI database updating process.

The E911 customer recognizes that although updates will be made daily as available, the updates will be generated from Company's completed service orders. Company agrees to give the highest priority to providing the new service information to the E911 customer.

6. To the extent that E911 customer's process of validating and verifying address information provided by Company reveals errors or discrepancies in addresses, E911 customer shall, at no charge, notify Company in a timely manner of the correct address information. E911 customer shall not be responsible for the accuracy of address information it provides to Company as a result of E911 customer's validation and verification process.
7. The information in the ALI database is and shall remain the property of E911 customer. The E911 customer retains all rights, responsibilities (except as otherwise provided herein), and privileges associated with the ALI database, and Company will take all reasonable and customary measures to protect the rights of the E911 customer to its data.
8. The E911 customer shall not publish, reproduce, resell, disclose, allow access to or use for any reason other than emergency response purposes associated with the public safety, any of the subscriber information provided by Company. (N)

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0389-T-CN, dated August 1, 2000.

**911 EMERGENCY TELEPHONE SERVICE**

E. RATES AND CHARGES (N)

1. The tariff provisions in Item 6 following are applicable only to those local exchange end users served by the 911 service who reside in the Company's serving area.
2. In such instance wherein the Company has been requested to bill Enhanced 911 fees pro rata to local exchange end users, failure to pay the pro rata charge affiliated with the payment of Enhanced 911 fee shall not allow the Company to cut off service to local exchange end users.
3. The Enhanced 911 fee billed by the Company will be listed individually on the bill.
4. The ultimate responsibility for paying the sums due is the customer.
5. When an order of 911 service or requests for additions, rearrangements, relocations, or modifications of service are cancelled in whole or in part prior to completion of the work involved, the customer is required to reimburse the Company for all expenses incurred in handling the request before notice of cancellation is received. Such charges, however, are not to exceed all charges which would apply if work involved in complying with the request had been completed.
6. At the request of the customer subscribing to 911 Service, the Company will spread the payment of the nonrecurring and recurring charges for the initial provisioning or subsequent addition of 911 service as follows:
  - a. Installation and other non-recurring charges shall be covered under separate contract between the government and Company. This payment schedule shall not exceed 18 months from the date subscriber billing is commenced.

(N)

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0389-T-CN, dated August 1, 2000.

**911 EMERGENCY TELEPHONE SERVICE**

E. RATES AND CHARGES (continued) (N)

6. (continued)

b. In addition, at the request of such customer, the Company will bill these Enhanced 911 fees pro rata to the local exchange end users served by the 911 service on an individual access line basis.

There is no charge to the caller or to the E911 customer for calls placed to the 911 number.

c. Charges for applicable local and/or toll messages transferred over exchange facilities from a PSAP are billed as covered in other sections of this tariff based on rates applicable from the central office serving the PSAP initiating the transfer to the point of termination of the transfer.

d. The following monthly Rates and Charges are applicable to the customer subscribing to the 911 service:

B911 (Basic 911 Service)

B911 Service provides for routing all 911 calls originated by stations with given central office prefix codes to a single PSAP which is prepared to receive those calls via a 911 service line.

A 911 service line consists of a central office termination and a local (loop) facility.

911 lines are furnished at rates and charges applicable for business measured rate individual lines or Private Branch Exchange (PBX) trunks, as appropriate.

A 911 call may be directed to a PSAP via dedicated facilities from the caller's central office to the PSAP or by tandem switching using the exchange telephone network from the caller's central office to the central office serving the PSAP.

(N)

Issued by authority of an order of the Public Service Commission of West Virginia in Case No. 00-0389-T-CN, dated August 1, 2000.

**911 EMERGENCY TELEPHONE SERVICE**

E. RATES AND CHARGES (continued) (N)

6. (continued)

d. (continued)

Basic 911 Feature Package

Features in the Basic 911 Feature Package include:

- (1) Forced Disconnect - Enables the PSAP attendant to release a connection on a 911 call even if the calling party remains off-hook.
- (2) Called Party Hold - Enables the PSAP attendant to hold a 911 connection even if the calling party hangs up.
- (3) Emergency Ringback - Allows a PSAP attendant to ring back the caller's line.

Enhanced 911-ANI Service

ANI Spill provides for the telephone number of the calling party to be forwarded to the PSAP.

ANI Provisioning refers to furnishing the capability in the telephone network to generate and transmit the caller's ANI to a PSAP upon completion of a 911 call.

Trunk Enabling refers to the central office engineering and equipment installation necessary to activate the local loop.

For calls placed to a PSAP from off premises stations and stations behind business systems, ANI Spill will display the identity of the primary telephone service billing number. (N)

## 911 EMERGENCY TELEPHONE SERVICE

E. RATES AND CHARGES (continued) (N)

6. (continued)

d. (continued)

Enhanced 911-ANI Service (continued)

The PSAP's premises equipment used in conjunction with ANI service must be reviewed by the Company to determine the compatibility of the unit with the E911 service requested. Any additional costs associated with the bringing of incompatible equipment into compliance with the 911 system will be the responsibility of the customer.

Selective Routing Services routes calls to the correct PSAP based on the caller's ANI. This service is provided when an E911 system is served by more than one PSAP or when a central office is split by a political boundary and one of the political areas does not subscribe to 911 services or when a central office's political subdivisions are served by different 911 systems. The customer is responsible for the following:

- (1) Providing end user street address validation and PSAP routing information for each central office.
- (2) Verifying the accuracy of the routing information provided.
- (3) Advising the Company of any changes in the routing information on a timely basis.

Subscriber Billing

Subscriber Billing Service refers to the billing to the customer's end users by the Company, on behalf of the customer, the E911 fee as such fee as specified in the customer's E911 ordinance.

(N)

**911 EMERGENCY TELEPHONE SERVICE**

E. RATES AND CHARGES (continued)

6. (continued)

d. (continued)

Subscriber Billing (continued)

The Company shall retain three percent (3%) of the fees collected. For the purposes of this tariff, 3% of the "fees collected" shall mean the fees billed by the Company, less the fees uncollectible which shall be calculated at the Company's current rate of uncollectible revenues for intrastate service.

In the event a customer refuses to pay the monthly 911 surcharge and he/she has returned a completed "Refusal to Pay Fee" form, the Company will discontinue billing the 911 fee. A statement will appear on customer's bill indicating that the customer has refused to pay 911 surcharge. Following such action, the Company will forward a copy of the refusal to pay form to the affected county. If the customer notifies the Company at some point in the future, in writing, that they are willing to pay the 911 monthly surcharge, billing will resume.

The Company will provide the county, upon request, a printout of every customer name and telephone number refusing to pay E911 fee.

Rate/Charge for Enhanced 911 Service to Statewide Provider (C)

	<b>Monthly Rate</b>	(C)
Trunking Rate Element per 1000 access lines	\$113.00	
Database Administration per 1000 access lines	\$62.00	(C)

**THREE-DIGIT DIALING SERVICE (811)**

(N)

**A. GENERAL REGULATIONS**

1. The 811 Service is a locally assigned three-digit abbreviated dialing code provided to a state One Call System ("SOCS") for use in providing advance notice of excavation activities to underground facility operators by way of voice grade facilities. Federal Communications Commission ("FCC") Docket 92-105 mandates that incumbent local exchange carriers in each local calling area make the 811 abbreviated dialing code available to a SOCS as a tariffed, local calling area based service (the "811 Service").
2. The 811 Service allows a Company subscriber to access a SOCS call center by dialing only the 811 abbreviated dialing code. Subject to other terms and conditions of this tariff, Company subscribers shall be able to make, and the SOCS shall be able to receive, calls using the 811 Service as part of their local exchange service.
3. All 811 Service calls shall be local in nature and shall not result in any expanded area calling, intraLATA toll or interLATA long distance or pay-per-call charges to Company subscribers.
4. The 811 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operated assisted calling and 101XXXX calling. The 811 Service is otherwise available wherever local service is available.
5. 811 Service is available from the Company within the Company's service area only. To provide access to 811 to end users in another company's service area or to a Competitive Local Exchange Carrier ("CLEC") end user within the local calling area, the SOCS must make appropriate arrangements with the other company or CLEC serving that territory. The SOCS should work separately with competing local providers to ascertain that its end user customers will be able to reach one-call services provided by dialing 811.

**B. OBLIGATIONS OF THE COMPANY**

1. The Company shall provision the 811 Service in accordance with FCC directives and the terms of this tariff.
2. When an 811 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 811 Service call, the quality of the call, or any features that may otherwise be provided with 811 Service.

(N)

Issued by authority of an Order of the Public Service Commission of West Virginia in Cases No. 07-0252-T-T, 07-0591-T-GI, and 07-0971-T-T dated September 24, 2007.

**THREE-DIGIT DIALING SERVICE (811)**

(N)

B. OBLIGATIONS OF THE COMPANY (Continued)

3. The Company does not undertake to answer and forward 811 Service calls but furnishes the use of its facilities to enable SOCS to respond to such calls at SOCS established call centers.
4. The SOCS is responsible for inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service. The SOCS is responsible for promptly notifying the Company in the event the Company's facilities are not functioning properly.

C. LIABILITY

1. The Company's entire liability to any person for interruption or failure of the 811 Service shall be limited to the terms set forth in this section.
2. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company occurring in the course of furnishing 811 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent of the proportionate charge to the SOCS for the 811 Service.
3. The Company is not liable for any losses or damages caused by the negligence of the SOCS.
4. The Company shall not be liable to the SOCS for any damages the SOCS may incur that result from any changes, modifications, or rulings made by the FCC.
5. The Company will make every effort to route 811 calls to the SOCS call center; however, the Company will not be held responsible for routing mistakes or errors.
6. The 811 Service is provided solely for the benefit of the SOCS. The provision of the 811 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity.

(N)

Issued by authority of an Order of the Public Service Commission of West Virginia in Cases No. 07-0252-T-T, 07-0591-T-GI, and 07-0971-T-T dated September 24, 2007.

**THREE-DIGIT DIALING SERVICE (511)**

(N)

**A. GENERAL**

1. The 511 service is a locally assigned three-digit abbreviated dialing code in West Virginia to allow access to WV Highways to establish a statewide traffic and transportation information system via voice grade facilities.
2. The 511 service allows a Company subscriber to access the WV Highways travel information system by dialing on the 511 abbreviated dialing code. Subject to other terms and conditions of this tariff, Company subscribers shall be able to make, and the WV Highways shall be able to receive, calls using the 511 service as part of their local exchange service.
3. All 511 service calls shall be local in nature and shall not result in any expanded area calling, Intralata toll or Interlata long distance or pay-per-call charges to Company subscribers.
4. The 511 service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operated assisted calling and 1010XXX calling. The 511 service is otherwise available wherever local service is available.

**B. OBLIGATIONS OF THE COMPANY**

1. The Company shall provision the 511 service in accordance with FCC directives and the terms of this tariff.
2. When a 511 service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 511 service call, the quality of the call, or any features that may otherwise be provided with 511 service.
3. The Company does not undertake to answer and forward 511 service calls but furnishes the use of its facilities to enable the subscribers to access WV Highways traffic and transportation information system.
4. The WV Highways is responsible for inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service. The WV Highways is responsible for promptly notifying the Company in the event the Company's facilities are not functioning properly.

(N)

**THREE-DIGIT DIALING SERVICE (511)**

(N)

C. LIABILITY

1. The Company's entire liability to any person for interruption or failure of the 511 Service shall be limited to the terms set forth in this section.
2. The Company is not liable for any losses or damages caused by the negligence of the WV Highways.
3. The Company shall not be liable to the WV Highways for any damages the WV Highways may incur that result from any changes, modifications, or rulings made by the FCC.
5. The Company will make every effort to route 511 calls to the WV Highways traffic and transportation information system; however, the Company will not be held responsible for routing mistakes or errors.

(N)

UNLIMITED OFFERINGS

(N)

A. GENERAL REGULATIONS

1. The following options are additional service offerings for residential customers only.
2. Unlimited long distance service is limited to the continental United States plus Alaska and Hawaii.
  1. Calls made to data services are excluded from these offerings.

B. RATES AND DESCRIPTION

	<u>Rates</u>	
<u>Unlimited</u>		
Unlimited local and long distance calls Caller ID, Call Waiting, and Voice Mail	\$59.95	
 <u>Unlimited Plus</u>		
Unlimited local and long distance calls with DSL Caller ID, Call Waiting, and Voice Mail	\$99.95	(N)