

**TITLE PAGE**

**REGULATIONS AND CHARGES APPLYING TO  
INTEREXCHANGE COMMUNICATIONS SERVICES  
AND SPECIALIZED COMMON CARRIER SERVICES  
WITHIN THE COMMONWEALTH OF VIRGINIA  
BY  
BROADVIEW NETWORKS OF VIRGINIA, INC.**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange communications services and specialized common carrier services provided by Broadview Networks of Virginia, Inc. within the Commonwealth of Virginia. This Tariff is on file with the Virginia State Corporation Commission and can be viewed at its Division of Communications located in the Tyler Building – 9<sup>th</sup> Floor, 1300 East Main Street, Richmond, Virginia 23219. In addition, this tariff may be inspected during normal business hours at the Company's principal place of business at 800 Westchester Avenue, Suite N501, Rye Brook, NY 10573.

Toll Free: 1-800-276-2384

---

Issued: June 13, 2007

Effective: June 14, 2007

Issued by: Charles C. Hunter, Executive Vice President and General Counsel  
Broadview Networks of Virginia, Inc.  
800 Westchester Avenue, Suite N501  
Rye Brook, NY 10573

---

**CHECK SHEET**

The Pages 1 through 53 are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title	Original	28	Original
1	Original	29	Original
2	Original	30	Original
3	Original	31	Original
4	Original	32	Original
5	Original	33	Original
6	Original	34	Original
7	Original	35	Original
8	Original	36	Original
9	Original	37	Original
10	Original	38	Original
11	Original	39	Original
12	Original	40	Original
13	Original	41	Original
14	Original	42	Original
15	Original	43	Original
16	Original	44	Original
17	Original	45	Original
18	Original	46	Original
19	Original	47	Original
20	Original	48	Original
21	Original	49	Original
22	Original	50	Original
23	Original	51	Original
24	Original	52	Original
25	Original	53	Original
26	Original		
27	Original		

\* Indicates new or revised page.

---

**TABLE OF CONTENTS**

<u>Section</u>	<u>Title</u>	<u>Page</u>
	Title Page	Title
	Check Sheet	1
	Table of Contents	2
	Concurring, Connecting or Other Participating Carriers and Billing Agents	4
	Explanation of Symbols and Abbreviations	5
	Tariff Format	6
	Application of Tariff	7
	Severability	7
Section 1	Definition of Terms	8
Section 2	Rules and Regulations	11
2.1	Application of Tariff	11
2.2	Use of Services	12
2.3	Service Availability	13
2.4	Liability of Company	14
2.5	Installation	15
2.6	Payment for Service	16
2.7	Cancellation by Subscriber	16
2.8	Responsibilities of Subscriber	17
2.9	Responsibilities of User	18
2.10	Billing Arrangements	19
2.11	Validation of End User Credit	19
2.12	Interconnection	19
2.13	Refusal or Discontinuance by Company	20
2.14	Interruption of Service	22
2.15	Inspection, Testing & Adjustment	23
2.16	Contested Charges	24
2.17	Billing Entity Conditions	25
2.18	Taxes	25
2.19	Deposits	26
2.20	Identification and Billing of Intrastate VA Traffic	26
Section 3	Description of Service	27
3.1	Timing of Calls/Billing for Calls	27
3.2	Service Offerings	28
3.3	Determination of Airline Mileages	30
3.4	List of Rate Centers	33
3.5	Time Schedule	35

---

**TABLE OF CONTENTS (Cont'd)**

<u>Section</u>	<u>Title</u>	<u>Page</u>
Section 4	Rates	40
4.1	Rate Descriptions	40
4.2	Usage Charges: Outbound Long Distance	41
4.3	Usage Charges: Toll Free Long Distance	46
4.4	Payphone Surcharge	50
4.5	Corporate Travel Card	50
4.6	Directory Assistance	50
4.7	Operator Services	51
4.8	Verification and Emergency Intercept Service	52
Section 5	Promotions and ICB Pricing	53
5.1	Promotions	53
5.2	Individual Case Basis (ICB) Pricing	53
5.3	Special Assembly	53

**CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS AND  
BILLING AGENTS**

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None
4. Billing Agents - None

**EXPLANATION OF SYMBOLS  
AND ABBREVIATIONS**

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

- C - To signify changed regulation
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- M - To signify a move in the location of text.
- N - To signify new rate, regulation or text.
- R - To signify reduced rate.
- S - To signify reissued material.
- T - To signify a change in text, but no change in rate or regulation.

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

- LATA - Local Access and Transport Area

**TARIFF FORMAT**

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new leafs are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the PSC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Consult the Check Sheet for the leaf version currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the PSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e. the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is most current on file with the PSC.

**APPLICATION OF TARIFF**

This tariff contains the regulations, rates and charges applicable to the provision of intrastate interexchange telecommunications services provided by the Company to customers within the Commonwealth of Virginia.

**SEVERABILITY**

In case any one or more of the provisions contained in this Tariff shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Tariff shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**SECTION 1 - DEFINITION OF TERMS**

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable the Company to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of the Company and no Subscriber shall have any property or other right or interest in the use of any particular authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Common Carrier - A company or entity providing telecommunications services to the public.

Commission - Means the Virginia State Corporation Commission

Company- Used throughout this tariff to mean Broadview Networks of Virginia, Inc.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area within which a local exchange company provides communications services.

**SECTION 1 - DEFINITION OF TERMS (Cont'd)**

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted Call.

Operator Assisted Calls - Call requiring assistance for completion, usually by dialing 0+(area code)+(exchange)+(line number), i.e. "0+", with all subsequent dialing being performed by Operator Services, i.e. "0-".

Operator Services - The operators, activities, equipment or services necessary to process Operator Assisted Calls.

Operator Service Charge - A non-measured (fixed) charge which is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted Call.

**SECTION 1 - DEFINITION OF TERMS (Cont'd)**

Subscriber - The individual or legal entity which enters into arrangements for Company's telecommunications services and is responsible for compliance with applicable tariff regulations.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

User - Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this tariff.

**SECTION 2 - RULES AND REGULATIONS**2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by Company for telecommunications between points within the Commonwealth of Virginia. The aforementioned services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- (a) Company may, from time to time, offer various enhanced services and information services within the Commonwealth of Virginia. Such services will be provided pursuant to contract and will not be governed by this tariff.
  - (b) Company may also, from time to time, offer switching or transmission to other telecommunications carriers, for resale to such companies' customers. The rates for such services will be determined pursuant to contract, to the extent authorized by the Commission, and Section 4 of this tariff will not apply thereto.
- 2.1.2 The rates and regulations contained in this tariff apply only to services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.
- 2.1.3 Company's services are furnished to authorized Subscribers. Company enters into arrangements with such Subscribers providing for the availability of Company's nationwide services offered under the terms and conditions of this tariff.
- 2.1.4 The Subscriber is entitled to limit the use of Company's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of the Company for operator assisted services, including without limitation offering Users the ability to access the carrier of the User's own choice.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.2 Use of Services

- 2.2.1 Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Company's services to make calls which might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Company's services are available for use twenty-four hours a day, seven days per week.
- 2.2.5 Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 Company's services may be denied for nonpayment of charges or other violations of this tariff.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.3 Service Availability

2.3.1 The Company offers services to all those who desire to purchase service with the Company consistent with the provisions of this tariff. Subscribers interested in the Company's services shall file a service application with the Company that fully identifies the Subscriber and identifies the services requested. Company reserves the right to verify the credit worthiness of each applicant and deny service based on the results of same.

2.3.2 Service is offered subject to the Company's ability to technically provide the service requested and subject to the availability of the necessary facilities and/or equipment.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.4 Liability of Company

- 2.4.1 Company shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities associated with Company's services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last. In no event shall Company's liability for any service exceed the charges applicable under this tariff to such a service.
- 2.4.2 Company shall be indemnified and held harmless from any Subscriber, User or any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a Subscriber, User or any other entity in connection with the services provided by Company.
- 2.4.3 Company is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of Company.
- 2.4.4 Company shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.
- 2.4.5 Company shall not be liable for and shall be indemnified by any Subscriber, User or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Subscriber, User or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Subscriber, User or any other entity or any other property whether owned or controlled by the Subscriber, User, or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Subscriber, User or others, or by any installation of the Subscriber, User or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by Company which is not the direct result of Company's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of Company.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.4 Liability of Company (Cont'd)

2.4.6 Company shall not be liable for any failure of performance due to causes beyond its reasonable control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.

2.4.7 The Company shall not be liable for :

- (a) Unlawful use or use by an unauthorized person of the Company's facilities and services;
- (b) Any claim resulting from furnishing, installation, operation, maintenance, or removal of facilities at the Subscriber's premises;
- (c) Any claim arising out of a breach in the privacy or security of communications transmitted over the Company's facilities;
- (d) Changes in any of the facilities, operations, services or procedures of the Company that render any facilities or services provided by the Subscriber obsolete, or require modification or alteration of such facilities or services, or otherwise affect their use or performance. The Company will endeavor to advise the Subscriber on a timely basis of such change.

2.5 Installation

Service is installed upon mutual agreement between the Subscriber and the Company. The service agreement does not alter the rates specified in the Tariff.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.6 Payment for Service****2.6.1 General**

The Subscriber is responsible for payment of all charges for services and equipment furnished to the User by Company. All charges due by the Subscriber are payable to the Company or to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, interexchange carrier, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Commission. Any objections to billed charges should be reported to the Company within ninety (90) days after receipt of the bill. If no objections are made within that time period, the charges will be presumed as correct and undisputed. Customer's, however, have three (3) years to request corrections for billing errors. Adjustments to Subscriber's bills shall be made to the extent that circumstances exist which reasonably indicated that such changes are appropriate. In the case of a billing dispute which cannot be settled with mutual satisfaction, the Subscriber can take the course of action listed under Contested Charges in Section 2.16, within ninety days of the billing date.

**2.6.2 Late Payment Charge**

If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within 20 days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5 percent (1.5%).

**2.6.3 Returned Check Charge**

The customer may be assessed a returned check charge of \$25.00 for each check submitted by the Customer to the Company that a financial institution refuses to honor.

**2.7 Cancellation by Subscriber**

Subscriber may cancel service verbally or in writing with reasonable notice.

---

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.8 Responsibilities of Subscriber**

- 2.8.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card or credit card calls.
- 2.8.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Company on the Subscriber's behalf.
- 2.8.3 If required for the provision of Company's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Company.
- 2.8.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Company and the Subscriber when required for Company personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Company's services.
- 2.8.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into Company network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Company will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Subscribers, Company may require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Company may terminate the Subscriber's service.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.8 Responsibilities of Subscriber (Cont'd)

2.8.6 The Subscriber must pay Company for replacement or repair of damage to the equipment or facilities of Company caused by the negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.

2.8.7 The Subscriber must pay for the loss through theft of any Company equipment installed at Subscriber's premises.

2.9 Responsibilities of the User

2.9.1 The User is responsible for compliance with the applicable regulations set forth in this tariff.

2.9.2 The User is responsible for establishing its identity as often as necessary during the course of a call.

2.9.3 The User is responsible for identifying the station, party, or person with whom communications is designed and/or made at the called number.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.10 Billing Arrangements

The Subscriber is responsible for payment of all charges for service furnished to the Subscriber or User. Bills are due and payable on the date of presentation. Bills may be paid (1) by mail, or (2) via the Company's phone or online payment system. All charges for service are payable only in United States currency. Payments may be made by check, money order, cashier's check, or credit card.

2.11 Validation of Subscriber Credit

Company reserves the right to validate the credit worthiness of Subscriber through available credit card, calling card, calling number and room number verification procedures. Where a requested billing method cannot be validated, the Subscriber may be required to provide an acceptable alternative billing method or Company may refuse to place the call.

2.12 Interconnection

Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.13 Refusal or Discontinuance by Company

Company may refuse or discontinue service under the following conditions, without incurring any liability for damages due to loss of telephone service to the Subscriber and/or User, provided that, unless otherwise stated, the Subscriber shall be given ten (10) days' notice to comply with any rule or remedy any deficiency:

- (a) For noncompliance with or violation of any State, municipal or Federal law, ordinance or regulation pertaining to telephone service.
- (b) For use of telephone service for any other property or purpose than that described in the application.
- (c) For neglect or refusal to provide reasonable access to Company or its agents for the purpose of inspection and maintenance of equipment owned by Company or its agents.
- (d) For noncompliance with or violation of Commission regulation or Company's rules and regulations on file with the Commission, provided ten (10) days' written notice is given before termination.
- (e) For nonpayment of bills, provided that suspension or termination of service shall not be made without ten (10) days' written notice to the Subscriber.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.13 Refusal or Discontinuance by Company (Cont'd)

- (f) In the event of User use of equipment in such a manner as to adversely affect Company's equipment or services to others, Company will immediately disconnect service. Whenever service is discontinued for said reasons, Company may, before restoring service, require the Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate the adverse effect on other Company customers and to pay an amount reasonably estimated as the loss in revenue resulting from such adverse effect.
- (g) In the event of tampering with the equipment or services owned by Company or its agents.
- (h) For failure or refusal to meet the Company's credit requirements.
- (i) In the event of unauthorized or fraudulent use of service, Company will immediately disconnect service. Whenever service is discontinued for fraudulent use of service, Company may, before restoring service, require the Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenue resulting from such fraudulent use.
- (j) Without notice by reason of any order or decision of the court or other government authority having jurisdiction which prohibits Company from furnishing such service.
- (k) For periods of inactivity over sixty (60) days.
- (l) For failure of the Subscriber to make proper application for service.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.14 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the User, or to the failure of channels, equipment or communications systems provided by the User, are subject to the general liability provisions set forth in Section 2.4, herein. It shall be the obligation of the Subscriber to notify Company immediately of any interruption in service for which a credit allowance is desired by the Subscriber. Interruptions caused by User-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein.

Credit allowances for failure of service or equipment starts when the Subscriber notifies Company of the failure and releases the service or equipment for testing and repair and ceases when the operation has been restored to the Subscriber. If the Subscriber reports a service to be inoperative but declines to release it for testing and repair, it is considered to be impaired but not interrupted.

When main service is interrupted for a period of at least 24 hours, Company, after notice by the Subscriber, shall apply the following schedule of allowances except in situations provided for in Section 2.14 of this Tariff:

- 2.14.1 One-thirtieth of the average monthly billed amount for all services and facilities furnished by the company rendered inoperative, useless or substantially impaired for each of the first three full 24-hour periods during which the interruption continues after notice by the customer to the company if the out-of-service extends beyond a minimum of 24 hours.
- 2.14.2 Two-thirtieths of the average monthly billed amount for each full 24-hour period beyond the first three 24-hour periods referred to in paragraph (1). However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the company rendered useless or impaired

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Subscriber, User, or other common carrier providing service connected to the service of the Company;
- (b) interruptions due to the negligence of any person other than the Company, including but not limited to the Subscriber or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.14 Interruption of Service (Cont'd)

- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (g) interruption of service due to circumstances or causes beyond the control of Company.
- (h) Company's suspension or termination of service to Customer, under the terms of a contract for service to Customer, for nonpayment of charges, or for unlawful or improper use of the facilities or service, or for another reason provided for in the filed and effective tariff.

2.15 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Subscriber shall be made available to the Company for tests and adjustments as deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.16 Contested Charges

All bills are presumed accurate and shall be absolutely binding on the Subscriber unless objection is received by the Company within ninety days after such bills are rendered. In the case of a billing dispute between the Subscriber and the Company for service furnished, which cannot be settled with mutual satisfaction, the Subscriber can take the following course of action within ninety days of the billing date:

- 2.16.1 First, the Subscriber may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- 2.16.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Company, the Subscriber may file an appropriate complaint with the Virginia State Corporation Commission. The address of the Commission is:

Virginia State Corporation Commission  
Communications Division  
1300 E. Main Street  
Tyler Building – 9<sup>th</sup> Floor  
Richmond, VA 23219  
(804) 371-9420

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.17 Special Construction

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

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quality greater than that which the Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

Special construction charges will be determined on an individual basis and will be based on cost to the Company, plus a reasonable administrative charge, minus any credit for reuse or salvage.

2.18 Taxes

All federal excise taxes, and state and local sales, use and similar taxes are billed as separate line items and are not included in quoted rates.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.19 Deposits

The Company may require a deposit from Customers to protect against uncollectible accounts. The maximum amount of any deposit shall not exceed the equivalent of the customer's estimated liability for two months usage. Payment of a deposit by the Customer does not relieve the Customer of the responsibility to make timely payments on the account with the Company.

The Company will pay interest on deposits held longer than 90 days, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Commission shall notify the Company in January of each year of the interest rate prevailing for that year.

At the option of the Customer making a security deposit, the Company shall annually make either direct payment to the Customer of all accrued interest, or shall credit same to the Customer's account. Customer deposits may be refunded by a utility at any time. Residential Customer's deposits should not be held longer than one year and all other deposits should not be held longer than two years provided the Customer has established satisfactory credit during the period.

When the Company requires a deposit from any residential Customer, said Customer shall be permitted to pay it in three consecutive monthly installments whenever the total amount of the required deposit exceeds the sum of forty dollars (\$40.00). Provided, however, that the Company shall have the discretion to allow the payment of any deposit (more or less than \$40.00) over a longer period of time to avoid undue hardship.

2.20 Identification and Billing of Intrastate VA Traffic

In Virginia, for identifying and billing intrastate traffic, Company compares the originating NPA with the terminating NPA. If both NPA's are within the same state, the call is identified and billed as intrastate

### SECTION 3 - DESCRIPTION OF SERVICE

#### 3.1 Timing of Calls/Billing for Calls

- 3.1.1 Billing for calls placed over the Company's network is based on the duration of the call. Timing of each call begins when the called station is answered, and ends when the called party hangs up. Timing of each call begins as specified below, determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the Switch.
- 3.1.2. Collect Calls - Timing begins when the called party accepts the responsibility for payment.
- 3.1.3. Person-to-Person Calls (other than Collect) – Timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.1.4. All Other Calls - Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision.

**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**3.2 Service Offerings

- 3.2.1 Long Distance - Long Distance Service enables a User of an exchange access line provided by the Company or another certified local exchange carrier to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points inside the Commonwealth of Virginia.
- 3.2.2 Toll Free – product providing Users with services over regular or enhanced facilities and circuits, calling cost savings and options for customizing inbound toll free services and numbers.
- 3.2.3 Travel Card - product providing users with travel card services via customized 800 numbers, with cost effective rates and volume discounts services to Users to whom services are provided.
- 3.2.4 Operator Services – product providing operator assisted services which consist of the provision of calling card, billed to 3<sup>rd</sup> party, collect, operator dialed and person to person call services. Service is available on a full time basis, twenty-four (24) hours a day, seven (7) days a week. The applicable rates for these services are set forth in Section 4 of this tariff.

Usage charges for operator assisted calls are those usage charges that would normally apply to the calling party's service plus operator assisted surcharges applicable based on type of call.

- (a) Calling Card Call provides the Customer with the capability to complete a call with an operator's assistance and to charge the call to a calling card.
- (b) Billed to 3<sup>rd</sup> Party Call provides the Customer with the capability to charge a call to a third number that is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
- (c) Collect Calls provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**3.2 Service Offerings (Cont'd)

## 3.2.4 Operator Services (Cont'd)

- (d) Operator Dialed provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station. The call may be billed to the called party.
- (e) Person to Person provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station and person specified by the caller. The call may be billed to the called party.

Usage charges for operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

Charges for calls of this type will be included on the User's or called or third party's regular home or business telephone bill pursuant to billing and collection agreements established by Company or its intermediary with the applicable telephone company.

- 3.2.5 Directory Assistance – Directory Assistance Service gives Users the option of completing a call to the called station telephone number received from the Directory Assistance operator without hanging up and originating a new call. Directory Assistance Service is offered when a User requests intrastate Directory Assistance. A call completion charge applies in addition to the Directory Assistance per-call charge if the User accepts the offer. When two numbers are requested from Directory Assistance only the second call can be completed. The call completion fee will not apply if the call cannot be completed.

---

**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**
**3.3 Determination of Airline Mileages**

This section contains a list of rate centers for the State of Virginia with V-H, vertical and horizontal, coordinates and instructions for determining airline mileages for long distance message telecommunications service, and interexchange channels.

Each exchange in the State of Virginia is assigned a rate center.

For the purpose of determining airline mileages, vertical and horizontal grid lines have been established across the State of Virginia. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. This unit is the square root of 0.1, expressed in statute miles. A vertical (V) and horizontal (H) coordinate is computed for each rate center from its latitude and longitude location by use of appropriate map-projection equations. A pair of V-H coordinates locates a rate center, for determining airline mileages, at a particular intersection of an established vertical grid line with an established horizontal grid line. The distance between any two rate centers is the airline mileage computed as explained herein.

The mileage of multipoint interexchange channel services is that combination of airline distances between rate centers which will produce the lowest total interexchange mileage charge.

**3.3.1 Long Distance Message Telecommunications Service**

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

- (a) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center.
- (b) Obtain the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- (c) Divide each of the differences obtained in (b) by three, rounding each quotient to the nearest integer.
- (d) Square these two integers and add the two squares. If the sum of the squares is greater than 1777, divide the integers obtained in (c) by three and repeat step (d). Repeat this process until the sum of the squares obtained in (d) is less than 1778.
- (e) The number of successive divisions by three in steps (c) and (d) determines the value of "N". Multiply the final sum of the two squares obtained in step (d) by the multiplier specified in the following table for this value of "N" preceding.

<u>N</u>	<u>Multiplier</u>	<u>Minimum Rate Mileage</u>
1	0.9	-
2	8.1	41
3	72.9	121
4	656.1	361

- (f) Obtain square root of product in (e) and, with any resulting fraction, round up to the next higher integer. This is the message rate mileage except that when the mileage so obtained is less than the minimum rate shown in (e) preceding, the minimum rate mileage corresponding to the "N" value is applicable.

**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**3.3 Determination of Airline Mileages (Cont'd)

## 3.3.1 Long Distance Message Telecommunications Service (Cont'd)

Example:

- (a) The message rate distance is required between Roanoke and Norfolk.

	<u>V</u>	<u>H</u>
Roanoke	6196	1801
Norfolk	<u>5918</u>	<u>1223</u>

- (b) Difference      278                      578

- (c) Dividing each difference by three and rounding to nearer integer = 93 and 193.

- |                                   |     |   |     |   |               |
|-----------------------------------|-----|---|-----|---|---------------|
| (d) Squaring integers and adding, | 93  | x | 93  | = | 8,649         |
|                                   | 193 | x | 193 | = | <u>37,249</u> |
| Sum of squared integers           |     |   |     |   | 45,898        |

Sum of squared integers is greater than 1777, so divide integers in (c) by three and repeat (d).

- (e) Dividing integers in (c) by three and rounding = 31 and 64.

- |                                   |    |   |    |   |              |
|-----------------------------------|----|---|----|---|--------------|
| (f) Squaring integers and adding, | 31 | x | 31 | = | 961          |
|                                   | 64 | x | 64 | = | <u>4,096</u> |
| Sum of squared integers           |    |   |    |   | 5,057        |

Sum of Squared integers is greater than 1777, so divide integers in (e) by three and repeat (f).

- (g) Dividing integers in (e) by three and rounding = 10 and 21.

- |                                   |    |   |    |   |            |
|-----------------------------------|----|---|----|---|------------|
| (h) Squaring integers and adding, | 10 | x | 10 | = | 100        |
|                                   | 21 | x | 21 | = | <u>441</u> |
| Sum of squared integers           |    |   |    |   | 541        |

This sum of squared integers is less than 1778 and was obtained after three successive divisions by three; therefore, "N" = 3.

**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**3.3 Determination of Airline Mileages (Cont'd)

## 3.3.1 Long Distance Message Telecommunications Service (Cont'd)

Example (Cont'd):

- (i) Multiply final sum of squared integers by factor 72.9 (corresponding to "N" = 3).

$$541 \quad x \quad 72.9 \quad = \quad 39,438.9$$

- (j) Square root of 39,438.9 = 198 and a fraction, which is rounded up to 199 miles with fractional miles being considered full miles. The 199 miles is larger than the minimum 121 rate miles applicable when "N" = 3, so the message rate mileage is 199 miles.

## 3.3.2 Interexchange Channels

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

- (a) Obtain the "V" and "H" coordinates for each rate center.
- (b) Obtain the difference between the "V" coordinates of the two rate centers.  
Obtain the difference between the "H" coordinates.

Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

- (c) Square each difference obtained in (b) preceding.
- (d) Add the squares of the "V" difference and "H" difference obtained in (c) preceding.
- (e) Divide the sum of the squares obtained in (d) preceding by ten. Round to the next higher integer if any fraction is obtained.
- (f) Obtain the square root of the result obtained in (e) preceding. This is the rate distance in miles with fractional miles being considered full miles.

---

**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**
3.3 Determination of Airline Mileages (Cont'd)

## 3.3.2 Interexchange Channels (Cont'd)

Example:

The rate distance is required between Orange and Richmond.

	<u>V</u>		<u>H</u>
Richmond	5906		1472
Orange	<u>5844</u>		<u>1652</u>
Difference	62		180
Squared	3,844	+	32,400
	<u>36,244</u>	=	3,624.4
	10		

Square root of 3,625 = 60.2 = 61 airline miles

3.4 List of Rate Centers

The columns following, headed "V" and "H", contain the vertical and horizontal coordinates for each rate center.

<u>Rate Center</u>	<u>V</u>	<u>H</u>	<u>Rate Center</u>	<u>V</u>	<u>H</u>
Abingdon	6487	2040	Arvonnia	5969	1620
Alberta	6072	1454	Ashland	5871	1504
Alexandria -			Austinville	6364	1896
Arlington	5632	1590	Axton	6286	1696
Allwood	6053	1744	Bachelors Hall	6275	1669
Altavista	6162	1687	Ballard	6329	1813
Alum Ridge	6303	1840	Barnesville	6149	1552
Amelia Court			Bassett	6294	1749
House	5995	1525	Basye	5805	1816
Amherst	6054	1709	Beaverdam	5855	1552
Appalachia	6523	2181	Bedford	6143	1749
Appomattox	6076	1650	Beechwood	6150	1472
Ararat	6372	1807	Belle Haven	5743	1244
Arcola	5661	1659			

---

**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**
3.4 List of Rate Centers (Cont'd)

The columns following, headed "V" and "H", contain the vertical and horizontal coordinates for each rate center.

<u>Rate Center</u>	<u>V</u>	<u>H</u>	<u>Rate Center</u>	<u>V</u>	<u>H</u>
Bent Mountain	6239	1814	Callao	5743	1400
Bergton	5829	1835	Calverton	5732	1640
Berryville	5668	1747	Cana	6388	1828
Bethia	5957	1491	Cape Charles	5815	1236
Big Island	6092	1748	Capron	6032	1337
Big Prater	6413	2129	Cartersville	5947	1581
Big Rock	6385	2142	Catoctin	5625	1700
Big Stone Gap	6530	2175	Ceres	6372	1978
Blackridge	6130	1452	Chancellor	5788	1587
Blacksburg	6247	1867	Charles City	5906	1395
Blackstone	6047	1497	Charlotte		
Bland	6336	1955	Court House	6112	1585
Bluefield	6321	1995	Charlottesville	5919	1683
Blue Grass	5934	1890	Chase City	6140	1529
Bluemont	5661	1721	Chatham	6226	1669
Boones Mill	6225	1785	Chester	5939	1449
Bowling Green	5806	1522	Chilhowie	6444	2005
Boyce	5686	1750	Chincoteague	5631	1229
Boydton	6158	1504	Christiansburg	6264	1854
Boykins	6056	1320	Chuckatuck	5944	1264
Braddock	5671	1631	Claremont	5917	1366
Bridgewater	5901	1794	Clarksville	6182	1523
Bristol	6528	2056	Clifton Forge	6084	1849
Broadway	5835	1797	Clinchco	6437	2147
Brodnax	6116	1456	Clinchport	6564	2150
Brokenburg	5823	1587	Clintwood	6449	2160
Brookneal	6143	1630	Clover	6161	1573
Brownsburg	6015	1789	Coeburn	6489	2137
Buchanan	6123	1795	Collinsville	6298	1731
Buckingham	6013	1634	Colonial Beach	5733	1493
Buena Vista	6055	1770	Comers Rock	6413	1926
Burkes Garden	6357	1988	Concord	6090	1672
Burkeville	6044	1539	Courtland	6019	1317
Burnt Chimney	6199	1763	Covington	6105	1870
			Craigsville	5993	1816

---

**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**
3.4 List of Rate Centers (Cont'd)

The columns following, headed "V" and "H", contain the vertical and horizontal coordinates for each rate center.

<u>Rate Center</u>	<u>V</u>	<u>H</u>	<u>Rate Center</u>	<u>V</u>	<u>H</u>
Crewe	6040	1526	Engleside	5672	1586
Criglersville	5824	1707	Enon	5930	1431
Cripple Creek	6387	1920	Eppes Fork	6176	1486
Crittenden	5907	1263			
Crows-Hematite	6134	1894	Fairfax-		
Crozet	5933	1717	Vienna	5645	1616
Culpeper	5793	1666	Falls Church-		
Cumberland	5994	1583	McLean	5636	1600
Cumberland Gap	6656	2274	Farmville	6042	1579
			Farnham	5768	1406
Dahlgren	5726	1512	Ferrum	6268	1771
Dale City	5698	1590	Fieldale	6301	1736
Damascus	6482	2001	Fife	5932	1585
Dante	6466	2117	Fincastle	6147	1819
Danville	6270	1640	Floyd	6297	1814
Davenport	6429	2105	Fork Union	5947	1617
Dawn	5848	1500	Fort Blackmore	6530	2136
Dayton	5891	1792	Fort Valley	5764	1771
Deerfield	5975	1831	Franklin	6012	1291
Deltaville	5796	1316	Fredericksburg	5772	1570
Dendron	5946	1339	Fries	6393	1892
Dillwyn	6005	1619	Front Royal	5729	1749
Dinwiddie	6004	1437			
Disputanta	5962	1392	Gainesboro	5672	1801
Doswell	5850	1513	Galax	6399	1876
Drakes Branch	6119	1573	Gate City	6555	2121
Dublin	6295	1892	Glade Spring	6453	2016
Duffield	6559	2163	Gladstone	6046	1677
Dulles	5653	1647	Gladys	6135	1663
Dulles Metro	5645	1616	Glasgow	6086	1776
Dungannon	6509	2125	Gloucester	5839	1327
Dwight	6381	2092	Goochland	5924	1553
			Gordonsville	5871	1651
Eagle Rock	6113	1824	Gore	5680	1810
Eastville	5793	1236	Great Bridge	5936	1198
Edinburg	5783	1789	Greenwood	5941	1725
Edom	5864	1795	Gretna	6198	1680
Elkton	5861	1747	Grottoes	5907	1758
Emporia	6070	1382	Grundy	6393	2120
			Gum Tree	5860	1511

---

**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**
3.4 List of Rate Centers (Cont'd)

The columns following, headed "V" and "H", contain the vertical and horizontal coordinates for each rate center.

<u>Rate Center</u>	<u>V</u>	<u>H</u>	<u>Rate Center</u>	<u>V</u>	<u>H</u>
Hague	5733	1427	La Crosse	6124	1465
Halifax	6191	1593	Ladysmith	5828	1542
Hampden Sydney	6060	1583	Laurel Fork	6351	1822
Hampton	5891	1252	Lawrenceville	6089	1436
Hanover	5860	1489	Lebanon	6462	2075
Harrisonburg	5879	1787			
Hartwood	5761	1596	Leesburg	5634	1685
Hayes	5862	1305	Lexington	6055	1790
Haymarket	5696	1656	Lively	5774	1370
Haysi	6423	2141	Locust Grove		
Heathsville	5743	1381	(Floyd Co.)	6263	1814
Herndon	5644	1640	Lorton	5681	1588
Hickory	5949	1183	Lorton Metro	5632	1590
Hillsville	6364	1859	Louisa	5874	1613
Hinton	5886	1804	Lovingston	6006	1705
Holland	5996	1271	Luray	5801	1755
Honaker	6430	2073	Lynchburg	6093	1703
Hopewell	5933	1421			
Hot Springs	6052	1872	Madison	5835	1691
Hurley	6360	2124	Manakin	5921	1517
Hurt	6166	1688	Manassas	5692	1626
			Marion	6423	1984
Independence	6428	1906	Marshall	5707	1695
Independent Hill	5705	1611	Martinsville	6296	1724
Irvington	5785	1342	Mathews	5815	1299
Ivor	5969	1316	Maxie	6399	2136
			Max Meadows	6344	1916
Jarratt	6042	1386	McClung	6028	1858
Jewell Ridge	6382	2063	McDowell	5959	1862
Jonesville	6593	2206	McGaheysville	5880	1759
			McKenney	6035	1444
Keezletown	5879	1773	Meadows of Dan	6338	1808
Kenbridge	6079	1500	Meadowview	6466	2027
Keysville	6099	1562	Mechanicsville	5886	1470
Kilmarnock	5770	1343	Middleburg	5677	1689
King and Queen	5836	1374	Midlothian	5935	1498
King George	5751	1526	Mill Gap	5986	1893
King William	5841	1451	Mineral	5868	1597
Konnarock	6467	1982	Monterey	5954	1884

---

**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**
3.4 List of Rate Centers (Cont'd)

The columns following, headed "V" and "H", contain the vertical and horizontal coordinates for each rate center.

<u>Rate Center</u>	<u>V</u>	<u>H</u>	<u>Rate Center</u>	<u>V</u>	<u>H</u>
Montpelier	5879	1542	Petersburg	5961	1429
Montross	5747	1453	Piney River	6029	1721
Montvale	6153	1784	Pocahontas	6318	2012
Morrison City	6570	2107	Poquoson	5874	1274
Mountain Grove	6040	1890	Port Royal	5770	1514
Mount Gilead	5646	1708	Portsmouth	5922	1223
Mount Jackson	5804	1791	Potts Creek	6154	1880
Mount Solon	5917	1806	Pound	6466	2178
Mouth of Wilson	6450	1929	Powhatan	5953	1541
Narrows	6265	1936	Princess Anne	5911	1176
Natural Bridge	6092	1788	Prospect	6059	1607
New Castle	6170	1854	Providence Forge	5886	1403
New Hope	5927	1761	Pulaski	6315	1900
New Market	5825	1783	Radford	6280	1879
Newport	6243	1885	Raphine	6008	1777
Newport News	5908	1260	Reedville	5736	1346
Nicklesville	6520	2108	Remington	5763	1647
Nokesville	5711	1636	Renan	6180	1658
Norfolk - Virginia Beach	5918	1223	Richlands	6399	2056
Norton	6505	2161	Richmond	5906	1472
Oakwood	6397	2098	Rich Valley	6413	1999
Occoquan	5683	1588	Ridgeway	6312	1711
Old Church	5866	1455	Roanoke	6196	1801
Onancock	5707	1254	Rockville	5896	1529
Orange	5844	1652	Rocky Gap	6309	1970
Oriskany	6136	1849	Rocky Mount	6242	1762
Paint Bank	6171	1883	Rural Retreat	6389	1954
Palmyra	5929	1630	Rustburg	6115	1680
Pamplin	6078	1617	St. Charles	6566	2211
Parksley	5686	1249	St. Paul	6480	2110
Pearisburg	6259	1924	Salem	6203	1821
Pembroke	6252	1910	Saltville	6435	2025
Peninsula	5888	1291	Saluda	5811	1360
Pennington Gap	6574	2202	Sandston	5897	1452
			Sandy Level	6215	1705
			Schuyler	5983	1684

---

**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**
3.4 List of Rate Centers (Cont'd)

The columns following, headed "V" and "H", contain the vertical and horizontal coordinates for each rate center.

<u>Rate Center</u>	<u>V</u>	<u>H</u>	<u>Rate Center</u>	<u>V</u>	<u>H</u>
Scottsville	5961	1655	Union Hall	6226	1739
Shawsville	6244	1835	Unionville	5829	1634
Shenandoah	5848	1756	Upperville	5686	1715
Shenandoah Park	5792	1742			
Smithfield	5928	1288	Varina	5914	1448
South Boston	6201	1582	Victoria	6084	1520
South Brunswick	6117	1420	Virgilina	6217	1545
South Hill	6122	1473	Volens	6169	1626
Spencer	6317	1729			
Sperryville	5780	1721	Wakefield		
Spotsylvania	5802	1574	(Sussex Co.)	5965	1335
Stafford	5745	1576	Warrenton	5728	1667
Stanardsville	5865	1707	Warsaw	5765	1427
Stanley	5821	1750	Washington		
Staunton	5953	1781	(Rappahannock		
Stephens City	5702	1772	Co.)	5763	1719
Stone Mountain	6176	1737	Waverly	5964	1362
Stony Creek	6010	1392	Waynesboro	5951	1744
Strasburg	5733	1781	West Point	5845	1380
Stuart	6342	1776	Weyers Cave	5913	1773
Suffolk	5968	1250	Whaleyville	6003	1247
Sugar Grove	6424	1962	Whitmell	6259	1675
Surry	5919	1336	Williamsburg	5884	1334
Sweet Briar	6062	1708	Williams Mill	6547	2123
Sylvatus	6349	1875	Williamsville	5994	1858
			Willis	6322	1833
Tangier	5713	1302	Winchester	5679	1777
Tappahannock	5781	1437	Windsor	5970	1281
Tazewell	6368	2017	Wise	6491	2160
Temperanceville	5657	1249	Woodstock	5767	1788
The Plains	5699	1683	Woolwine	6316	1790
Toano	5872	1362	Wytheville	6361	1933
Toms Brook	5748	1786			
Triangle	5714	1582			
Troutville	6162	1809			
Turbeville	6229	1594			

**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

3.5 Time Schedule

Day, Evening, Night and Weekend rates apply as follows:

3.4.1 Day: 8:00 a.m. to, but not including 5:00 p.m. – Monday through Friday

3.4.2 Evening: 5:00 p.m. to, but not including 11:00 p.m. – Sunday through Friday

3.4.3 Night/Weekend: 11:00 p.m. to, but not including 8:00 a.m. – Every day  
8:00 a.m. to, but not including 11:00 p.m. – Saturday  
8:00 a.m. to, but not including 11:00 p.m. – Sunday

## SECTION 4 - RATES

### 4.1 Rate Descriptions

- 4.1.1 This section sets forth the rates and charges applicable to the Company's Services offering.
- 4.1.2 The total charge for each completed call is dependent on the duration of the call. The usage charge element is specified as a rate per minute, regardless of billing increments.
- 4.1.3 Each completed call will be billed based upon a minimum initial call duration with additional fractional use being rounded up to the next full time increment.

---

**SECTION 4 - RATES (Cont'd)**
4.2 Usage Charges: Outbound Long Distance

## 4.2.1 Residential

## a. IntraLATA Toll (Billed in full minute increments)

<b>Miles</b>	<b>Day</b>	<b>Evening</b>	<b>Night/Weekend</b>
	<b>Per Minute</b>	<b>Per Minute</b>	<b>Per Minute</b>
0-495	\$0.35	\$0.025	\$0.15

## b. 4-Penny Plan

Per Minute

IntraLATA Toll	\$0.05
Intrastate Long Distance	\$0.04

IntraLATA Toll and Intrastate Long Distance billed in full minute increments. For a complete description of the 4-Penny Plan terms and conditions, refer to Broadview Networks of Virginia, Inc. Local Exchange Services VA S.C.C. Tariff No. 1.

**SECTION 4 - RATES (Cont'd)**

4.2 Usage Charges: Outbound Long Distance (Cont'd)

4.2.2 Business

a. IntraLATA Toll (Billed in full minute increments)

Mileage	Day		Evening		Night/Weekend	
	1 <sup>st</sup> Min	Add'l Min	1 <sup>st</sup> Min	Add'l Min	1 <sup>st</sup> Min	Add'l Min
0-8	\$0.21	\$0.12	\$0.21	\$0.12	\$0.21	\$0.12
8-13	\$0.25	\$0.14	\$0.25	\$0.14	\$0.25	\$0.14
13-18	\$0.30	\$0.18	\$0.30	\$0.18	\$0.30	\$0.18
18-23	\$0.33	\$0.21	\$0.33	\$0.21	\$0.33	\$0.21
23-28	\$0.33	\$0.21	\$0.33	\$0.21	\$0.33	\$0.21
28-38	\$0.33	\$0.21	\$0.33	\$0.21	\$0.33	\$0.21
38-48	\$0.33	\$0.24	\$0.33	\$0.24	\$0.33	\$0.24
48-58	\$0.36	\$0.24	\$0.36	\$0.24	\$0.36	\$0.24
58-78	\$0.36	\$0.24	\$0.36	\$0.24	\$0.36	\$0.24
78-118	\$0.36	\$0.24	\$0.36	\$0.24	\$0.36	\$0.24
118-194	\$0.36	\$0.24	\$0.36	\$0.24	\$0.36	\$0.24
194-495	\$0.36	\$0.24	\$0.36	\$0.24	\$0.36	\$0.24

---

**SECTION 4 - RATES (Cont'd)**
4.2 Usage Charges: Outbound Long Distance (Cont'd)

## 4.2.2 Business (Cont'd)

b. ClearPak Measured Plan

	<u>Term Commitment</u>	
	<u>Two Year</u>	<u>Three Year</u>
IntraLATA Toll, per minute	\$0.049	\$0.039
Intrastate Long Distance, per minute	\$0.049	\$0.039

IntraLATA Toll and Intrastate Long Distance billed in full minute increments. For a complete description of the ClearPak Measured Plan terms and conditions, refer to Broadview Networks of Virginia, Inc. Local Exchange Services VA S.C.C. Tariff No. 1, Bundled Services Section.

c. Broadspeed Voice T1

	<u>Term Commitment</u>		
	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Account Codes			
- per month, each	\$25.00	\$25.00	\$25.00
IntraLATA Toll, per minute	\$0.045	\$0.029	\$0.024
Intrastate Long Distance			
- per minute	\$0.045	\$0.029	\$0.024

IntraLATA Toll and Intrastate Long Distance billed in full minute increments. For a complete description of the Broadspeed Voice T1 terms and conditions, refer to Broadview Networks of Virginia, Inc. Local Exchange Services VA S.C.C. Tariff No. 1, Bundled Services Section.

**SECTION 4 - RATES (Cont'd)**4.2 Usage Charges: Outbound Long Distance (Cont'd)

## 4.2.2 Business (Cont'd)

d. Broadspeed PRI

	<u>Term Commitment</u>		
	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Account Codes			
- per month, each	\$25.00	\$25.00	\$25.00
IntraLATA Toll, per minute	\$0.045	\$0.029	\$0.024
Intrastate Long Distance			
- per minute	\$0.045	\$0.029	\$0.024

IntraLATA Toll and Intrastate Long Distance billed in full minute increments. For a complete description of the Broadspeed PRI terms and conditions, refer to Broadview Networks of Virginia, Inc. Local Exchange Services VA S.C.C. Tariff No. 1, Bundled Services Section.

e. Broadspeed Integrated T1

	<u>Term Commitment</u>	
	<u>Two Year</u>	<u>Three Year</u>
Account Codes		
- per month, each	\$25.00	\$25.00
IntraLATA Toll, per minute	\$0.029	\$0.024
Intrastate Long Distance, per minute	\$0.029	\$0.024

IntraLATA Toll and Intrastate Long Distance billed in full minute increments. For a complete description of the Broadspeed Integrated T1 terms and conditions, refer to Broadview Networks of Virginia, Inc. Local Exchange Services VA S.C.C. Tariff No. 1, Bundled Services Section.

---

**SECTION 4 - RATES (Cont'd)**
4.2 Usage Charges: Outbound Long Distance (Cont'd)

## 4.2.2 Business (Cont'd)

f. Broadspeed Dynamic IP

	<u>Term Commitment</u>		
	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Account Codes			
- per month, each	\$25.00	\$25.00	\$25.00
IntraLATA Toll, per minute	\$0.045	\$0.029	\$0.024
Intrastate Long Distance			
- per minute	\$0.045	\$0.029	\$0.024

IntraLATA Toll and Intrastate Long Distance billed in full minute increments.  
For a complete description of the Broadspeed Dynamic IP terms and conditions,  
refer to Broadview Networks of Virginia, Inc. Local Exchange Services VA  
S.C.C. Tariff No. 1, Bundled Services Section.

---

**SECTION 4 - RATES (Cont'd)**
4.3 Usage Charges: Toll Free Long Distance

## 4.3.1 Residential

## a. 4-Penny Plan

	<u>Per Minute</u>
Toll Free Numbers	
- per month, each	\$10.00
Toll Free Long Distance, per minute	\$0.04

Toll Free Long Distance is billed in full minute increments. For a complete description of the 4-Penny Plan terms and conditions, refer to Broadview Networks of Virginia, Inc. Local Exchange Services VA S.C.C. Tariff No. 1, Bundled Services Section.

## b. NoNonCents Plan

	<u>Per Minute</u>
Toll Free Numbers	
- per month, each	\$10.00
Toll Free Long Distance, per minute	\$0.049

Toll Free Long Distance is billed in full minute increments. For a complete description of the NoNonCents Plan terms and conditions, refer to Broadview Networks of Virginia, Inc. Local Exchange Services VA S.C.C. Tariff No. 1, Bundled Services Section.

---

**SECTION 4 - RATES (Cont'd)**
4.3 Usage Charges: Toll Free Long Distance (Cont'd)

## 4.3.2 Business

a. ClearPak Measured Plan

	<u>Term Commitment</u>	
	<u>Two Year</u>	<u>Three Year</u>
Toll Free Numbers		
- per month, each	\$10.00	\$10.00
Toll Free Long Distance, per minute	\$0.049	\$0.039

Toll Free Long Distance is billed in full minute increments. For a complete description of the ClearPak Measured Plan terms and conditions, refer to Broadview Networks of Virginia, Inc. Local Exchange Services VA S.C.C. Tariff No. 1, Bundled Services Section.

b. ClearPak Unlimited Plan

	<u>Term Commitment</u>	
	<u>Two Year</u>	<u>Three Year</u>
Toll Free Numbers		
- per month, each	\$10.00	\$10.00
Toll Free Long Distance, per minute	\$0.049	\$0.039

Toll Free Long Distance is billed in full minute increments. For a complete description of the ClearPak Unlimited Plan terms and conditions, refer to Broadview Networks of Virginia, Inc. Local Exchange Services VA S.C.C. Tariff No. 1, Bundled Services Section.

---

**SECTION 4 - RATES (Cont'd)**
4.3 Usage Charges: Toll Free Long Distance (Cont'd)

## 4.3.2 Business (Cont'd)

c. Broadspeed Voice T1

	<u>Term Commitment</u>		
	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Toll Free Numbers			
- per month, each	\$10.00	\$10.00	\$10.00
Toll Free Long Distance			
- per minute	\$0.045	\$0.029	\$0.024

Toll Free Long Distance is billed in full minute increments. For a complete description of the Broadspeed Voice T1 terms and conditions, refer to Broadview Networks of Virginia, Inc. Local Exchange Services VA S.C.C. Tariff No. 1, Bundled Services Section.

d. Broadspeed PRI

	<u>Term Commitment</u>		
	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Toll Free Numbers			
- per month, each	\$10.00	\$10.00	\$10.00
Toll Free Long Distance			
- per minute	\$0.045	\$0.029	\$0.024

Toll Free Long Distance is billed in full minute increments. For a complete description of the Broadspeed PRI terms and conditions, refer to Broadview Networks of Virginia, Inc. Local Exchange Services VA S.C.C. Tariff No. 1, Bundled Services Section.

---

**SECTION 4 - RATES (Cont'd)**
4.3 Usage Charges: Toll Free Long Distance (Cont'd)

## 4.3.2 Business (Cont'd)

e. Broadspeed Integrated T1

	<u>Term Commitment</u>	
	<u>Two Year</u>	<u>Three Year</u>
Toll Free Numbers		
- per month, each	\$10.00	\$10.00
Toll Free Long Distance		
- per minute	\$0.029	\$0.024

Toll Free Long Distance is billed in full minute increments. For a complete description of the Broadspeed Integrated T1 terms and conditions, refer to Broadview Networks of Virginia, Inc. Local Exchange Services VA S.C.C. Tariff No. 1, Bundled Services Section.

f. Broadspeed Dynamic IP

	<u>Term Commitment</u>		
	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Toll Free Numbers			
- per month, each	\$10.00	\$10.00	\$10.00
Toll Free Long Distance			
- per minute	\$0.045	\$0.029	\$0.024

Toll Free Long Distance is billed in full minute increments. For a complete description of the Broadspeed Dynamic IP terms and conditions, refer to Broadview Networks of Virginia, Inc. Local Exchange Services VA S.C.C. Tariff No. 1, Bundled Services Section.

**SECTION 4 - RATES (Cont'd)**4.4 Payphone Surcharge

Charge per call originated from a payphone: \$0.75

The effects of the surcharge are as follows: When placing a call to a toll free number (800/888/866) from a payphone the recipient of these calls will incur the surcharge; When using a Corporate Travel Card from a payphone the card holder will incur the surcharge.

4.5 Usage Charges: Corporate Travel Card

Flat Per Minute Rate: \$0.25

4.6 Usage Charges: Directory Assistance

Usage charges for directory assistance calls are those usage charges, as provided in Section 4.2, that would normally apply to the calling party's service plus the following directory assistance surcharges applicable based on type of call. All Intrastate Directory Assistance calls, placed at any time, will be billed at the following uniform rate:

	<u>Per Call Surcharge</u>
All Calls	\$1.50
Call Completion	\$0.51

**SECTION 4 - RATES (Cont'd)**4.7 Operator Services

Usage charges for operator assisted calls are those usage charges, as provided in Section 4.2, that would normally apply to the calling party's service plus the following operator assisted surcharges applicable based on type of call.

	<u>Surcharge</u>
(a) Calling Card Call	\$0.60
(b) Billed to 3 <sup>rd</sup> Party Call	\$1.55
(c) Collect Call	\$1.55
(d) Operator Dialed Call	\$1.55
(e) Person to Person Call	\$3.00

**SECTION 4 - RATES (Cont'd)**4.8 Verification and Emergency Interrupt Service

No charge will apply if the requesting customer identifies that the call is to or from an official public emergency agency. An official public emergency agency is defined as a government agency which is operated by the Federal, state or local government, and has the capability and legal authority to provide prompt and direct aid to the public in emergency situation. Such agencies include the local police, state police, fire department, etc.

Charges may not be billed on a collect basis or on a third number basis to the number being verified or interrupted.

If the number verified is not in use, or as a result of interrupt the line is cleared, and, at the calling party's request, the operator completes the call, the charges for Operator Assisted Calls apply in addition to the applicable verification and emergency interrupt charges.

Nonrecurring Charge

Verification request, Each:	\$0.75
Verification with Interrupt, Each:	\$1.55

No charges will apply if, during the line verification, such verification indicates that a trouble condition exists necessitating repair of Company equipment or facilities.

**SECTION 5 – PROMOTIONS AND ICB PRICING****5.1 Promotions**

The Company from time to time may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer.

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

**5.2 Individual Case Basis (ICB) Pricing**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. The Company will maintain records of its ICB contracts for Commission review as conditions or circumstances may require.

**5.3 Special Assembly**

The Company may provide a unique intrastate service arrangement for a customer where no tariffed service exists for the service. The unique service can be provided via a Special Assembly. The Company will maintain records of its Special Assembly contracts for Commission review as conditions or circumstances may require.