

**EXPLANATION OF NOTICE CONCERNING ALL
TERMS AND CONDITIONS AND RATES**

**EXPLANATION OF STANDARD
TERMS AND CONDITIONS**

The attached **Notice Concerning All Terms and Conditions and Rates** (attached Terms and Conditions pages 1 and 2) provides that in the event of a conflict between Maine law or Public Utility Commission rules and provisions in a telephone utility's Terms and Conditions, the statute or rule will control. If a telephone utility includes these pages as the first two pages of its Terms and Conditions, the Commission normally will not review and suggest modifications to the remainder of the utility's terms and conditions. Inclusion of these two pages will accelerate the process for approval of terms and conditions and authority to provide service.

Nevertheless, we strongly encourage telephone utilities to avoid any conflicts between Maine law and Commission rules and a utility's Terms and Conditions. Such conflicts are not in the interest of the utility, its customers or the Commission. The best way to avoid such conflicts is the use the Commission's **Standard Terms and Conditions**, pages 3 - 8 of the attached Terms and Conditions. If you use Terms and Conditions of your own authorship, we strongly encourage you to incorporate by reference those Commission rules (Chapters 291 (for CLECs) or 292 (for IXCs) and 870) that address credit and collection matters rather than using your own provisions that may conflict with those rules. It is your responsibility to ensure that your terms and conditions comply with Maine law. Maine law and Commission will, of course, control regardless of whether a utility includes the terms and conditions contained in Attachment 3.

Each page of the attached Terms and Conditions Notice must be signed by an officer or other person authorized to sign rate schedule and Terms and Conditions pages for the utility.

NOTE: This tariff cancels and replaces, in its entirety, UCN's tariff filed with the Commission with an effective date of April 26, 2005. UCN did not market or provide services to the public pursuant to the April 26, 2005 tariff on file with the Commission. Therefore, no customers are affected by its cancellation and replacement by this tariff with a proposed effective date of October 9, 2006.

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NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES

The State of Maine Public Utilities Commission (MPUC) requires that each telephone utility's Terms and Conditions comply with and not conflict with requirements of Maine Statutes (primarily in Title 35-A) and MPUC rules. Any provision in these terms and conditions or rate schedules that conflicts with a Maine statute or MPUC rules is inapplicable and will not be enforceable. The following rules apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

- Chapter 204 - Basic-Service Calling Areas
- Chapter 230 - Installation, Maintenance and Ownership of Customer Premises Wire
- Chapter 250 - Coin-operated Telephone Service
- Chapter 280 - Provision of Competitive Telecommunications Services
- Chapter 291 - Standards for Billing, Credit and Collection, and Customer Information for Non-Eligible Telecommunications Carriers
- Chapter 292 - Chapter 292, Standards for Billing, Credit and Collection, and Customer Information For Interexchange Carriers
- Chapter 294 - LifeLine and Link Up Service Programs*
- Chapter 296 - Selection of Primary Interexchange and Local Exchange Carriers
- Chapter 870 - Late Payment Charges, Interest Rates to be Paid on Customer Deposits, and Charges for Returned Check Fees

In the future, a new Chapter 290 for local exchange carriers that are eligible telecommunications carriers), 291 (for local exchange carriers that are non-eligible telecommunications carriers) and 292 (for interexchange carriers) will govern standards for telecommunications billing, credit and collection, and customer information. These chapters will replace Chapters 81 and 86 for telecommunications carriers. When these chapters are adopted, if there are any conflict between these Terms and Conditions and Chapters 290, 291 and 292, those chapters will control.

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NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES (Cont'd)

In addition, the following provisions (the first two of which are required by statute (are part of this utility's Terms and Conditions:

1. FOR INTEREXCHANGE SERVICE:

Discount for Hearing-Impaired Customers. Upon customer request, the Company will automatically apply a 70% rate reduction for intrastate toll calls made from lines used by certified deaf, hard-of-hearing or speech-impaired persons who must rely on teletypewriters for residential telephone communications, and others as provided in 35-A M.R.S.A. §7302. To qualify for an automatic reduction, the customer must submit an affidavit to the Company on a form approved by the Maine Public Utilities Commission, stating that due to one of the aforementioned conditions, the customer or a member of the household must rely on a teletypewriter for telephone communications, and that the equipment is connected or acoustically coupled to his telephone. Upon request, customers making calls to certified persons are eligible for a 70% rate reduction for relevant billed calls made during each billing period.

2. FOR LOCAL EXCHANGE SERVICE

Enhanced Universal Emergency Number Service – E911 – Surcharge. An Enhanced Universal Emergency Number Service (E911) surcharge, as provided in 25 M.R.S.A. §2927(1-A), applies per month to each residence and business access line, including PBX trunks, Centrex access lines, semipublic coin lines, and public access lines, in addition to the monthly rates for these lines specified elsewhere in these schedules. The surcharge shall not be imposed upon more than 25 lines per customer billing account.

3. FOR BOTH LOCAL AND INTEREXCHANGE SERVICE

A surcharge for the Maine Universal Service Fund (MUSF) applies to all intrastate services billed to a retail customer. The surcharge shall not apply to surcharges such as those for Enhanced 911, the Maine Telecommunications Education Access Fund, or similar funds. The surcharge shall be equal to the Revenue Percentage established quarterly by the Administrator of the MUSF.

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4. FOR BOTH LOCAL AND INEREXCHANGE SERVICES:

A surcharge for the Maine Telecommunications Education Access Fund (MTEAF) applies to all intrastate services billed to a retail customer. The surcharge shall not apply to surcharges such as those for Enhanced 911, the Maine Universal Service Fund, or similar funds. The surcharge shall be equal to the percentage of revenues established by the Maine Public Utilities Commission pursuant to Chapter 285, § 2(B) of the Commission's Rules.

5. FOR BOTH LOCAL AND INTEREXCHANGE SERVICES:

Any provisions in these Terms and Conditions that limit liability or damages do not apply to the extent they conflict with 11 M.R.S.A. §2-316(5) of the Maine Revised Statutes, Exclusion or Modification of Warranties.

This utility agrees that it is responsible for complying with all applicable rules of the Maine Public Utilities Commission and with the Maine Revised Statutes. It understands that if it applies or enforces any provision of these Terms and Conditions that it is in conflict with a rule of the Maine Public Utilities Commission, or the Maine Revised Statutes, the rule or statute will govern; and the utility may be subject to action by the Consumer Assistance Division of the Maine Public Utilities Commission or an investigation by the Commission pursuant to 35-A M.R.S.A. §1303.

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SECTION 1 – TERMS AND CONDITIONS**1.1 Definitions**

“Access Line” refers to an arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer’s location to Carrier’s location or switching center.

“Account” – A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line, therefore, will not be provisioned to include a separate call allowance structure. No features are included with the second or non-primary local exchange access line.

“Account Codes” permit Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

“Authorization Code” is a numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

“Authorized User” is a person, firm or corporation authorized by the Customer to be an end user of the service of the Customer.

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

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SECTION 1 – TERMS AND CONDITIONS (Cont'd)

1.1 Definitions (Cont'd)

“Carrier,” “Company” or “Utility” refers to UCN, Inc. (“UCN”).

“Completed Call” is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device or other mechanical answering device.

“Customer” means any person who has applied for, been accepted, and is either receiving utility service or has agreed to be billed for utility service. This term also includes a person who was a customer of the same utility within the past 30 days and who requests service at the same or different location.

“Customer Premises” is a location designated by the Customer for the purposes of connecting to the Company’s services.

“Customer Terminal Equipment” is terminal equipment provided by the Customer.

“UCN” refers to UCN, Inc., issuer of this tariff.

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SECTION 1 – TERMS AND CONDITIONS (Cont'd)**1.1 Definitions (Cont'd)**

“End Office” is the LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

“Equal Access” is a form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company’s network. Presubscribed Customers may also route interexchange calls to the Company’s network by dialing an access code supplied by the Company.

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

“ICB” refers to Individual Case Basis.

“IXC” or “Interexchange Carrier” is a long distance telecommunications service provider.

“Interruption” is the inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier’s facilities or service, or any other reason covered by this Tariff or by applicable law.

“LEC” or “Local Exchange Company” refers to the dominant, monopoly local telephone company in the areas also served by the Company.

“Monthly Recurring Charges” are the monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

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SECTION 1 – TERMS AND CONDITIONS (Cont'd)

1.1 Definitions (Cont'd)

“MOU” refers to Minutes of Use.

“NECA” refers to the National Exchange Carriers Association.

“Non-Recurring Charge (“NRC”)” is the initial charge, usually assessed on a one-time basis, to initiate and establish service.

“PBX” refers to Private Branch Exchange.

“PIN” refers to Personal Identification Number. See Authorization Code.

“Point of Presence (“POP”)” refers to Point of Presence.

“Recurring Charges” are monthly charges to the Customer for services and equipment, which continues for the agreed upon duration of the service.

“Residential” customer is a customer who has telephone service at a dwelling and the service is used primarily for domestic or social purposes. All other customers are non-residential customers.

“Service” means any telecommunications service(s) provided by the carrier under these schedules.

“Service Order” is the written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

“Serving Wire Center” is a specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

“Station” is a telephone instrument consisting of a connected transmitter, receiver and associated apparatus to permit sending or receiving telephone messages.

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SECTION 1 – TERMS AN CONDITIONS (Cont'd)**1.1 Definitions (Cont'd)**

“Station” is the network control signaling unit and any other equipment provided at the Customer’s premises which enables the Customer to establish communications connections and to effect communications through such connections.

“Subscriber” is the person, form, partnership, corporation or other entity who orders telecommunications service from UCN. Service may be ordered by, on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

“Switched Access Origination/Termination” is where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

“Time period” means the interval of hours that distinguish day, evening, night and weekend rate periods.

Day is from 8:00 a.m. to, but not including, 5:00 p.m. local time Monday through Friday.
Non-Day is from 5:00 p.m. to, but not including, 8:00 a.m. local time any other time of the week not covered by the Day Rate Period.

The Company charges weekend rates on the following federal holidays: New Year’s Day, Martin Luther King, Jr.’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

“UNE Zone” – Geographic area established by the Commission pursuant to Section 51.507(f) of the Code of Federal Regulations.

“Usage Charges” are charges for minutes or messages traversing over local exchange facilities.

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SECTION 1 – TERMS AND CONDITIONS (Cont'd)**1.2 General Description of Services Offered**

- 1.2.1** These Terms and Conditions and Rate Schedules govern Company services originating and terminating at points within Maine. Specific services and rates are described in the Rate Schedules.
- 1.2.2** The Company's intrastate service territory for facilities-based local exchange service consists of all Verizon exchanges in the State of Maine. The Company's intrastate service territory for all other service consists of all Verizon exchanges in the State of Maine. Company services are available 24 hours per day, 7 days a week.
- 1.2.3** Company services are available for both residential and non-residential customers.

1.3 Calculation of Rates

- 1.3.1** Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of Rate Centers is based on information provided by Bell Operating Companies. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 1.3.2** The chargeable time of a call is timed and measured by the underlying carrier. Timing of calls begins when the call is answered at the called station. Different rates may apply depending on the time of day or day of week the call is made. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.

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SECTION 1 – TERMS AND CONDITIONS (Cont'd)**1.4 Credit, Collection and Dispute Resolution Procedures**

- 1.4.1** Residential Customers: Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for residential customers are governed by Chapters 291 and 292 of the Maine Public Utilities Commission's Rules.
- 1.4.2** Non-Residential Customers: Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for non-residential customers are governed by Chapters 291 and 292 of the Maine Public Utilities Commission's Rules.
- 1.4.3** The Company does not charge a fee to establish service.
- 1.4.4** For billing purposes, service is established on the date the customer's local exchange carrier switches the customer's service to the reselling Company's network.
- 1.4.5** The Company bills charges monthly in arrears. For billing purposes, a month consists of thirty (30) days.
- 1.4.6** The Company does not charge a fee to restore service that was disconnected for nonpayment of bills, violation of the Terms and Conditions, or fraudulent use of the Company's services.
- 1.4.7** All state and local taxes (i.e., sales tax) are listed as separate line items and are not included in the rates quoted in the Rate Schedules.
- 1.4.8** As provided in Chapter 870 of the Maine Public Utilities Commission's Rules, the Company charges \$5.00 per account to which the check is applied or the amount the bank charges the Company, not to exceed \$15.00 for each check returned for nonpayment by a bank. If the Company charges more than \$5.00, the Company shall furnish the customer with proof of the bank charge.

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SECTION 1 – TERMS AND CONDITIONS (Cont'd)

1.4 Credit, Collection and Dispute Resolution Procedures (Cont'd)

1.4.9 All customer bills are due and payable when presented. The bill becomes past due no less than 30 days after postmarked. Once a bill is past due, the carrier may proceed with collection activities per Chapter 291 or 292, and a late payment shall be charged on the undisputed past due amount, calculated at the maximum monthly rate specified in Chapter 870 as updated in November of each year by the Commission's Director of Finance.

1.4.10 Customer complaints are handled by a full service customer service department. Residential customers may call (800) 363-6177 and business customer may call (800) 669-3319, 24 hours a day, seven days a week, or submit a written complaint to:

UCN, Inc.
14870 South Pony Express Road
Bluffdale, Utah 84065

If the customer is not satisfied with the Company response, the Customer may contact the Consumer Assistance Division, Maine Public Utilities Commission, 18 State House Station, 242 State Street, Augusta, Maine 04333-0018; Telephone: 800-452-4699 or 207-287-3831; Facsimile: 207-287-1039.

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SECTION 1 – TERMS AND CONDITIONS (Cont'd)**1.5 Interruption of Service/Liability**

- 1.5.1** The Company will attempt to provide continuous and uninterrupted service. When the Company schedules a service interruption for maintenance or repairs, the Company will notify customers of the cause and expected duration of the interruption at least 24 hours in advance, when possible.
- 1.5.2** The Company's liability for damages arising out of mistakes, interruptions, omission, delays, errors, or defects in the transmission occurring in furnishing service or in Company facilities, and not caused by the negligence of its employees or agents, will not exceed the amount that the Company would have charged the customer for service for the period the aforementioned faults occurred.
- 1.5.3** Upon customer request, the Company will credit a customer's account for service interruptions which are not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. Before requesting a credit, the customer will take reasonable steps to verify that the trouble could not have been prevented by the customer and is not in the customer's wiring or equipment. For purposes of computing a credit for leased facilities, a month consists of 720 hours. The Company will credit the customer's account at the rate of 1/720s of the monthly charge for the facilities affected for each full hour of the interruption.
- 1.5.4** The Company is protected against customer claims for libel, slander or copyright infringement arising from the material, data, information, or other content transmitted using Company services. The Company is protected against all other claims arising from any act or omission of the customer while using Company services.

1.6 Customer Responsibility

Customers may cancel service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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SECTION 1 – TERMS AND CONDITIONS (Cont'd)**1.7 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Maine gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of loss, theft or other breach of security of such PINs.

Certain telecommunications services, as defined in the Maine Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Maine, or both, and are charged to a subscriber's telephone number or account in Maine. Customer will only be charged once, on either an interstate or intrastate basis.

1.8 Use of Another Means of Communication

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

1.9 Advance Payment

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. Ad advance payment may be required in addition to a deposit.

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SECTION 1 – TERMS AND CONDITIONS (Cont'd)

1.10 Toll-Free Services

- 1.10.1** The Company will make every effort to reserve toll-free (i.e., 800/888) vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 1.10.2** The Company will participate in porting toll-free numbers only when all charges incurred as a result of the toll-free number have been paid.
- 1.10.3** Toll-free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll-free service provider for toll-free numbers dedicated to the sole use of that single Customer.
- 1.10.4** If a Customer who has received a toll-free number does not subscribe to toll-free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

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SECTION 1 – TERMS AND CONDITIONS (Cont'd)**1.11 Taxes and Fees****1.11.1 Maine Universal Service Fund**

A surcharge for the Maine Universal Service Fund (MUSF) applies to all intrastate services billed to a retail Customer for service provided on or after May 1, 2003. The surcharge shall not apply to surcharges such as those for Enhanced 911, the Maine Telecommunications Education Access Fund or similar funds. The surcharge shall be equal to the Revenue Percentage established quarterly by the Administrator of the MUSF.

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SECTION 2 – RESERVED FOR FUTURE USE

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SECTION 3 – LOCAL SERVICE AREAS

3.1 Local Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) **Verizon.**

The Company concurs in the maps and legal descriptions on file with the Commission of Verizon.

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SECTION 4 – BASIC SERVICES AND RATES

4.1 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 4.1.1** Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 4.1.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 4.1.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

4.2 Distance Calculations

The Company does not offer distance sensitive services.

4.3 Rate Periods for Time of Day Sensitive Services

The Company does not offer time of day sensitive services.

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SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**4.4 Local Exchange Service****4.4.1 General**

The Company offers Local Service to business customers. Voice Mail and other Custom Calling Features are available to Local Service customers by selecting such services a la carte or in bundled packages.

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

A. Primary Line

The initial local exchange access line per account.

B. Secondary Line

The second or additional local exchange access line, billed to the same address as the Primary Line, the Secondary Line will share the monthly call allowance with the Primary Line. The Secondary Line does not automatically include or share any Custom Calling Features. Feature Packages may be purchased separately.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

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SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**4.5 Local Dialtone Service****4.5.1 General**

The Company offers local dialtone service to customers in the Exchange Areas of the LECs listed in Section 3.1. Local dialtone service allows customers to initiate and terminate calls within their local calling areas.

4.5.2 Rates

.	Service Connection Fee, one-time charge per line:	
	Primary Line	\$19.95
	Secondary Line	\$29.95
	Monthly Rate	
	Primary Line	\$34.95
	Secondary Line	\$34.95

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SECTION 4 – BASIC SERVICES AND RATES (Cont'd)
4.6 Basic Local Service Package**4.6.1 General**

Basic Local Service Package provides customers with local dialtone service and includes the Customer Calling features listed below:

Caller ID – Allows a Customer to see a caller's number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company.

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

4.6.2 Rates

Service Connection Fee, one-time charge per line:	
Primary Line	\$29.95
Secondary Line	\$39.95
Monthly Rate	
Primary Line	\$44.95
Secondary Line	\$44.95

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SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**4.7 inContact™ Services****4.7.1 Local Inbound Service****A. Description**

Local Inbound service is offered to business customers in conjunction with the Company's inContact™ call center solution. Local Inbound service transports local calls originated on the Public Switched Telephone Network (PSTN) and terminates them to IP endpoints.

Local Inbound calls can be placed into the Company's network via Company-assigned (native) or customer-ported local telephone numbers. Once a call is placed, it is converted to Internet Protocol (IP). IP media is transported over the Company's network to a customer's IP Voice application and results in a handoff via Session Initiated Protocol (SIP) over Transmission Control Protocol (TCP) or User Datagram Protocol (UDP) to Edge Proxy Server(s) or Softswitch(s).

B. Regulations and Limitations

Local Inbound Service is intended for use as an inbound-only service, and does not support any outbound calling capability, including, but not limited to, calls to 911.

Customer is strictly prohibited from using (or reconfiguring to support such use) either the service or any telephone numbers (TNs) obtained through purchase of the service in connection with any outbound calls placed by Customer or Customer's end users.

Local Inbound Service is available to customers in Flat-rate or Metered plans, as set forth below.

Local Inbound Service is available in the exchange areas listed in Section C, below, at tiered pricing as set forth in Section D, below.

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SECTION 4 – BASIC SERVICES AND RATES (Cont'd)

4.7 inContact Services (Cont'd)

4.7.1 Local Inbound Service

C. Availability

Local Inbound Service is available to customers in Exchange Areas within the Company's local service footprint. For customers purchasing Metered service, Exchange Areas are divided into three (3) tiers for purposes of applying usage rates. Tiered pricing reflects the Company's costs of providing services in the respective Exchange Area.

Local Inbound Service is available to customers in the following Exchange Areas:

- (1) TIER 1
None
- (2) TIER 2
None
- (3) TIER 3
None

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SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**4.7 inContact Services (Cont'd)****4.7.1 Local Inbound Service (Cont'd)****D. Rates and Charges**

- (1) Initial service installation charge:
- | | |
|-------------------------|-----------------------------------|
| | <u>Per Customer/Non-Recurring</u> |
| Flat-rate service plan: | \$100.00 |
| Metered service plan: | \$100.00 |
- (2) Telephone Number charges:
- | | |
|-------------------------|-----------------------------|
| | <u>Per TN/Non-Recurring</u> |
| Native/Non-Ported ANI | |
| Flat-rate service plan: | \$1.50 |
| Metered service plan: | \$0.00 |
| Ported ANI | |
| Flat-rate service plan: | \$30.00 |
| Metered service plan: | \$30.00 |
- (3) Monthly Line charge:
- | | |
|-------------------------|------------------------------|
| | <u>Monthly Charge per TN</u> |
| Flat-rate service plan: | \$30.00 |
| Metered service plan: | \$1.00 |
- (4) Usage charges applicable to Metered service plan:

<u>TIER</u>	<u>PER MINUTE CHARGE</u>
1	\$0.0143
2	\$0.0274
3	\$0.0524

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SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**4.7 inContact Services (Cont'd)****4.7.2 Local Two-Way Service (Cont'd)****A. Description**

Local Two-Way Service is offered to business customers in conjunction with the Company's inContact™ call center solution. Local Two-Way service provides a customer with a single, voice-grade telephonic communications channel which can be used to place and/or receive calls. Local Two-Way lines are provided for connection of customer-provided single station sets or facsimile machines to the Public Switched Telephone Network.

Local Two-Way Service calls can be placed into the Company's network via Company-assigned (native) or customer-ported local telephone numbers.

Local Two-Way Service is available at flat monthly rates and allows customers to make unlimited calls within their local calling area, as defined herein.

B. Optional Features

Local Two-Way Service has the following calling features available at the customer's option –

- Caller ID
- Call Waiting
- Call Waiting ID (deluxe)
- Call Forwarding
- 3-Way Calling
- Call Rejection
- Last Call Return (*69)

Directory Assistance and Operator Service charges apply as set forth in Section 5.6 of this tariff.

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SECTION 4 – BASIC SERVICES AND RATES (Cont'd)

4.7 inContact Services (Cont'd)

4.7.2 Local Two-Way Service (Cont'd)

C. Rates and Charges

(1)	Initial service installation charge	<u>Per Customer/Non-Recurring</u> \$100.00
(2)	Telephone Number charges:	
	Native/Non-Ported ANI	<u>Per TN/Non-Recurring</u> \$1.50
	Ported ANI	\$30.00
(3)	Monthly service charge	<u>Monthly Charge per TN</u> \$45.00
(4)	Local calling feature charges	

<u>FEATURE</u>	<u>ADDITIONAL CHARGES</u>
Caller ID	- \$7.95 per TN, per month
Call Waiting	- \$4.50 per TN, per month
Call Waiting ID (deluxe)	- \$12.95 per TN, per month
Call Forwarding	- \$3.50 per TN, per month
3-Way Calling	- \$4.25 per TN, per month and - \$0.75 per use
Call Rejection	- \$0.85 per use
Last Call Return (*69)	- \$4.40 per TN, per month and - \$0.75 per use

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES**5.1 Service Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

5.1.1 Service Order Charges

Transfer of Service Charge, Primary Line – applies to the first line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Transfer of Service Charge, Secondary Line – applies to the second, or third, etc., line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Technician Dispatch Charge – A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.1 Service Order and Change Charges (Cont'd)****5.1.2 Change Order Charges**

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Custom Calling Feature Change Order – applies when a Customer requests a change, adding or removing a custom calling feature.

Toll Restriction Fee Order – applies when a Customer requests a change, adding or removing Toll Restriction Service.

Telephone Number Change Order – applies to each telephone number change request/order.

Listing Change Charge – applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)
5.1 Service Order and Change Charges (Cont'd)**5.1.3 Rates**

<u>Service Order Charges</u>	<u>Charge</u>
Primary Service Connection Charge	*
Secondary Service Connection Charge	*
Transfer of Service Charge, Primary Line	\$40.00
Transfer of Service Charge, Secondary Line	\$20.00
Technician Dispatch Charge	\$75.00
Service Order Charge	N/A
 <u>Change Order Service Charges</u>	
Custom Calling Feature Change Order	\$15.00
Toll Restriction Fee Order	\$5.00
Telephone Number Change Order	\$5.00
Listing Change Charge	\$5.00

*Service Connection charges are listed with the rates for each specific service tariffed.

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SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.2 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Rate</u>
Per occasion	\$25.00

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SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.3 Reserved for Future Use

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SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.4 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.55

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.5 Custom Calling Features**

The features in this section are made available to Residential Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all or some uses in some cases.

5.5.1 Feature Descriptions

Call Forwarding – Fixed, Busy Line No Answer – This feature, when activated, redirects attempted terminating calls to another Customer-specified line. Call originating ability is not affected by Call Forwarding – Fixed, Busy Line No Answer. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Fixed, Busy Line No Answer is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Speed Calling – This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company

Caller ID with Name – Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered. Caller ID with Name requires the use of specialized CPE not provided by the Company.

Call Forwarding – A Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

Call Trace – Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

Call Blocking – Allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.5 Custom Calling Features****5.5.1 Feature Descriptions (Cont'd)**

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Call Waiting with Caller ID with Name – Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

Call Return - Allows Customer to automatically dial the number of last incoming call, whether or not Customer answered phone.

Anonymous Call Rejection - Allows you to refuse calls from those who have blocked their numbers.

Selective Call Rejection – Allows you to refuse calls from selected list of numbers.

Repeat/Auto Dial – A feature that, when activated, automatically checks a busy number and when the line is free, rings the Customer back and completes the call.

Caller Identification Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

Per Call Blocking: To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

Per Line Blocking: When blocking is established on the line, it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. There is no charge for per line blocking.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.5 Custom Calling Features

5.5.2 Rates

FEATURE	RATE	BILLED
Call Forwarding	\$3.50	MRC
Speed Calling	\$3.50	MRC
Caller ID	\$7.95	MRC
Caller ID with Name	\$10.95	MRC
Call Trace	\$0.50	Per use
Call Blocking	\$2.50	MRC
Call Waiting	\$4.50	MRC
Call Waiting with Caller ID with Name	\$12.95	MRC
Three Way Calling	\$4.25 \$0.75	MRC Per use
Last Call Return (*69)	\$4.40 \$0.75	MRC Per use
Anonymous Call Rejection	\$2.50	MRC
Manual Call Rejection	\$0.85	Per use
Repeat/Auto Dial	\$0.50	Per use
Caller Identification Blocking	\$0.50	Per use
Per Call Blocking	No charge	
Per Line Blocking	No charge	

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SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.6 Directory Assistance and Operator Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

5.6.1 Basic Directory Assistance

The rates specified following apply when Customers request Company assistance in determining telephone numbers of Customers who are located within the State.

A maximum of two (2) requested telephone numbers are allowed per call.

A. Exemptions

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0." Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of any agency for the blind.

B. Allowances

There are no call allowances for Directory Assistance Service.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)
5.6 Directory Assistance and Operator Services (Cont'd)**5.6.2 Directory Assistance Rates**

	<u>Per Use Charge</u>
Direct dialed, local	\$0.85

5.6.3 Operator Service Rates

The Company provides operator services to its customers pursuant to agreement with a third-party operator services provider. The following per call surcharges apply to all calls requesting Company's operator services assistance.

	<u>Per Use Surcharge</u>
Station-to-station, local	\$0.85
Person-to-person, local	\$2.50

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)
5.7 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party, the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption and is performed once the line status has been determined through the Busy Line Verification process.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

	<u>Per Call</u>
Busy Line Verification, each occasion	\$2.00
Emergency Interruption	\$2.50

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.8 Directory Listing Service****5.8.1 General**

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Dual name listings are permitted as a regular directory listing for residential service.

Listing services are available with all classes of main telephone exchange service.

5.8.2 Listings**A. Primary Listing**

One listing, termed the primary listing, is included with each exchange access line and each joint user.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.8 Directory Listing Service (Cont'd)****5.8.2 Listings (Cont'd)****B. Additional Listings**

Additional listings may be the listings of individual names of the Customer and members of the Customer's household, tenants of residential Customers who lease the Customer's premises for less than one year and do not occupy the premises at the same time as the Customer, members of a firm, officers of a corporation, employees of the Customer or other persons associated in business with the Customer, a business which the Customer owns and cross reference and alternate number listings.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings.

Special Types of Additional Listings include:

Duplicate Listings – A listing of another name by which the customer is known, such as a nickname, abbreviated name, a name commonly spelled in more than one way, and a name consisting of several words which the public commonly rearranges. The listing may be complete or in a cross-reference form.

Alternate Telephone Numbers – A listing which refers calling parties to another telephone number at certain hours or on certain days or in case no answer is received on the call to the primary number.

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SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont’d)

5.8 Directory Listing Service (Cont’d)

5.8.2 Listings (Cont’d)

C. Nonpublished Service

The telephone numbers of nonpublished service are not listed in either the Company’s alphabetical directory or Directory Assistance records available to the general public.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number, and no exception will be made, nor will the Customer be called to determine whether he/she wishes to receive the call, even though it appears that the calling party desires the connection because of an emergency.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

D. Nonlisted Service

Nonlisted service means the Customer’s telephone number is not listed in the directory, but it does appear in the Company’s Directory Assistance Records.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonlisted service.

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SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.8 Directory Listing Service (Cont'd)

5.8.3 Rates and Charges

	<u>Per Month</u>
Primary Listings	\$0.00
Additional Listings	\$0.75
Nonpublished Service	\$1.50
Nonlisted Service	\$1.00
Alternate Listings	\$0.75

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SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.9 Carrier Presubscription****5.9.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an intraLATA or interLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

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SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.10 Toll Restriction Service**

Provides for Exchange Access lines or trunks to be restricted from dialing billable toll calls. Directly dialed calls to 700/900 services and operator dialed calls billed to the line are not allowed. This arrangement does allow Calling Card calls, Collect calls, Third Number calls, and direct dialed calls to 911, Directory Assistance and Toll Free services. This service is available where facilities permit.

5.10.1 Rates

	<u>Rate</u>
Nonrecurring charge, per line	*
Monthly, per line	\$8.50

*For nonrecurring charges associated with Toll Restriction Service, see Section 5.1 of this tariff.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES

6.1 DS-1 Service

6.1.1 General

- (A) DS-1 Service is furnished for Private Line IntraLATA Communications by the Company.
- (B) DS-1 Service is a service for the transmission of digital signals only and uses on digital transmission of facilities.
- (C) DS-1 Service provides for the simultaneous two-way transmission of isochronous digital signals at DS1 speeds of 1.544 mbps, where facilities are available.
- (D) To ensure satisfactory operation, the terminal equipment provided by the Customer must be compatible with the DS1/1.544 Mbps channel facility provided by the Company.
- (E) The rates specified for DS-1 Service in Section 6.1.3 following, contemplate the provision of a digital quality facility over existing interoffice carrier equipment and/or exchange cable facilities compatible with this service. If such equipment, new facilities or changes to existing facilities are required for the provision of this service, a special construction charge based on the cost incurred to make the changes will apply in addition to the rates for DS-1 Service.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.1 DS-1 Service (Cont'd)

6.1.2 Regulations

A. Description of Service

- (1) DS-1 Service is furnished for the simultaneous two-way transmission of serial, Bipolar, Return-to-Zero (BPRS) isochronous digital signals, except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format, at a speed of DS1/1.544 Mbps between two points located within a LATA.
- (2) Multipoint service is not available.
- (3) DS-1 Service is available on a month-to-month basis, under variable rate periods, and also subject to an ICB in accordance with Section 6.1.4.
- (4) Connection of DS1/1.544 Mbps communications systems provided by others may be made on a permissive basis; the Company does not represent its Ds-1 Service as adapted for such connections, and shall not be responsible for the through transmission of signals, or the quality of such transmission on such connections.
- (5) A Channel Service Unit (CSU) or appropriate Termination Equipment (TE) provided by the Customer is required at a Customer's or authorized user's premises to perform such functions as:
 - proper termination of the service
 - amplification
 - signal shaping
 - remote loop-back.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.1 DS-1 Service (Cont'd)

6.1.2 Regulations (Cont'd)

A. Description of Service (Cont'd)

6. The design, maintenance and operation of DS-1 Service contemplates communications originating and terminating as (1) a Customer premises to Customer premises channel via the Company's Service Wire Center (SWC) – and/or through remote SWCs; (2) a Customer premises to the Service Wire Center – and/or to remote SWCs – a partial channel (link); or (3) a central office to central office (interoffice) partial channel (link).
7. DS-1 Service may also be furnished on a link (partial channel) basis when connected to Centrex Type Services¹, another DS-1 Service, Diverse Loop DS-1 Service and/or DS-1/DS-3 Channel Service.
8. All appropriate rates specified in other tariff sections are in addition to the monthly rate per package or signal channel for DS-1 Service specified in this Tariff.

¹ Connection from DS-1 Service and/or DS-1/DS-3 Channel Service to Centrex Type Services may not be available from all service wire centers.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.1 DS-1 Service (Cont'd)

6.1.2 Regulations (Cont'd)

(B) Definitions

Channel Service Unit

The term "Channel Service Unit" (CSU) denotes equipment provided by the Customer to terminate a digital facility on the Customer's or user's premises.

DS-1

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps transmission data rate, and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRS) bit stream format except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format. Unframed signal formats are not permitted or compatible with Company equipment.

Digital Local Channel

The term "Digital Local Channel" denotes a path for DS-1 Service furnished from the demarcation point on a Customer's premises to their Serving Wire Center.

Interoffice Channel

The term "interoffice channel" denotes a path (or paths) for digital transmission between Company Serving Wire Centers within a LATA. An interoffice channel may be furnished in such manner as the Company may elect.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.1 DS-1 Service (Cont'd)

6.1.2 Regulations (Cont'd)

(C) Application of Rates

- (1) Digital Local Channels furnished between a Serving Wire Center and the Customer's premises will be charged at rates based on the first ½ mile and each additional ½ mile for the airline distance measured between the Customer's premises and their Serving Wire Center.
- (2) Interoffice Channels furnished between Central Offices will be charged at rates based on airline distance between the Central Offices.
- (3) DS-1 Service is available on a month-to-month basis, under variable rate periods, or on conditions specified in Section 6.1.4.
- (4) DS-1 Service rates under contract will not be increased by Company initiative until the contract period expires. Rates in effect at the time the service is installed and/or as of the service order application date, will be applicable until the contract expires. At the expiration date of the Customer's payment period option, the Customer may select a new payment period option at current rates or revert to current rates on a month-to-month basis.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.1 DS-1 Service (Cont'd)

6.1.2 Regulations (Cont'd)

(C) Application of Rates (Cont'd)

- (5) A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract times the monthly rate provided under the contract.
- (6) Airline distance between the Company central offices shall be developed using the methodology, found in Section 6.1.4 of this Tariff. Fractional mileage shall be rounded up to the next full mile.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.1 DS-1 Service (Cont'd)

6.1.2 Regulations (Cont'd)

(D) Connections

(1) Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems may be connected to DS-1 Service when such connection is made in accordance with the provision specified in 2., 3. and 4., following.

(2) Responsibility of the Company

a. The responsibility of the Company shall be limited to the furnishing and maintenance of DS-1 Service to a network interface on the Customer's premises where provision is made for the connection of local services.

b. The Company shall not be responsible for installation, operation, or maintenance of any terminal equipment or communications systems provided by a Customer. DS-1 Service is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Company facilities the responsibility of the Company shall be limited to the furnishing of facilities suitable for DS-1 Service and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:

- the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission or

- the reception of signals by such equipment or communications systems, or

- damage to terminal equipment or communications systems provided by a Customer or authorized user due to testing.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.1 DS-1 Service (Cont'd)

6.1.2 Regulations (Cont'd)

(D) Connections (Cont'd)

(2) Responsibility of the Company (Cont'd)

- c. The Company shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of the Company utilized in the provision of DS-1 Service render any facilities or equipment provided by a Customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.
- d. The Company undertakes to maintain and repair the facilities which it furnishes. The Customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company without prior written consent of the Company.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.1 DS-1 Service (Cont'd)

6.1.2 Regulations (Cont'd)

(D) Connections (Cont'd)

(3) Responsibilities of the Customer

- a. The Customer is responsible for installing and testing his premises equipment or facilities to insure that when they are connected to DS-1 Service such equipment or facilities are operating properly.
- b. The operating characteristics of the Customer premises equipment or facilities shall be such as to not interfere with any of the services offered by the Company. Such use is subject to the further provisions that the equipment provided by a Customer does not: endanger the safety of Company employees or the public; damage, require change in or alteration of the equipment or facilities of the Company; interfere with the proper functioning of such equipment or facilities; impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services. Upon notice that the equipment provided by a Customer is causing or likely to cause such hazard or interference, the Customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.
- c. The Customer's responsibility shall include cooperative testing with the Company as may be necessary. Where regeneration and/or equalization adjustments or changes may be required to compensate for rearrangements and/or changes in outside plant facilities, the Customer will be responsible for all expenses incurred in changes to his premises equipment.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.1 DS-1 Service (Cont'd)

6.1.2 Regulations (Cont'd)

(D) Connections (Cont'd)

(4) Connection of Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provider Communications Systems

a. The following provisions will apply:

- I. Customer-Provided Terminal Equipment and/or Customer-Provided Communications Systems may be connected at the premises of the Customer to DS-1 Service.
- II. The Customer, by use of its own derivation equipment, may create digital bit streams from a DS-1 Service and such equipment may be connected for transmission of such bit streams when connected through a Customer-provided CSU/TE.
- III. The undertaking of the Company is to furnish DS-1 Service as ordered and specified by the Customer as specified in d. following.

b. Connections to Other Services Furnished by the Company to the Same Customer

DS-1 Service furnished by the Company may be connected by the Customer to another service or the other services furnished by the Company as specified in D.2 preceding. Connected services are subject to all rules and regulations governing the provisioning of those services.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**6.1 DS-1 Service (Cont'd)****6.1.2 Regulations (Cont'd)****(D) Connections (Cont'd)****(4) Connection of Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems**
(Cont'd)**c. Connections to other services furnished by the Company to different Customers**

The Customer may connect at the premises of the Customer, another DS-1 Service or other services furnished by the Company to different customers as specified in D.2, preceding. Connected services are subject to all rules and regulations governing provisioning of those services.

d. Connection of Channel Service Units

A Channel Service Unit (CSU) or appropriate Termination Equipment (TE) must be provided by the Customer to connect a Company-provided digital facility. In accordance with Part 68 of the FCC's Rules and Regulations, new grandfathered CSU/TEs may be connected, moved, and reconnected until June 30, 1987. After this date only registered and previously connected grandfathered CSU/TEs may be connected to Company-provided digital facilities. Registered technical requirements for CSU/TEs are outlined in Part 68 of the FCC's Rules and Regulations. A copy may be obtained from the Federal Communications Commission, Room BB300, Washington, D.C. 20554.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**6.1 DS-1 Service (Cont'd)****6.1.2 Regulations (Cont'd)****(E) Features****(1) Clear Channel Capability**

- a. Clear Channel Capability (CCC) is an arrangement that alters a DS1/1.544 Mbps signal with unconstrained information bits, to meet pulse density requirements outlined in Technical Reference 73525. This will allow a Customer to transport an all zero octet over a DS-1 Service channel providing an available combined maximum 1.536 Mbps data rate. This arrangement requires the Customer signal at the channel interface to conform to Bipolar with 8 Zero Substitution (B8ZS) line code as described in Technical Reference 73525.
- b. CCC is provided on DS-1 Service channels between two Customer designated premises, from a Customer premises to their Serving Wire Center or Node Central Office and/or to a remote Service Wire Center or Node Central Office, and from a Central Office to a Central Office, and is subject to the availability of facilities. This optional feature may be ordered at the same time the DS-1 Service channel is ordered, or it may be ordered as an additional feature of an existing DS-1 Service channel.
- c. When providing CCC via a DS3/44.736 Mbps High Capacity channel, that DS3 channel must be designated, in Company records, as having Clear Channel Capability prior to the provisioning of a DS1/1.544 Mbps High Capacity channel with CCC. Customer must agree to out-of-service periods required to add this feature to an existing DS-1 Service channel to be optioned for B8ZS.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.1 DS-1 Service (Cont'd)

6.1.2 Regulations (Cont'd)

(F) Payment Arrangements and Credit Allowance

- (1) The minimum period for which DS-1 Service is furnished and for which charges are applicable is one month.
- (2) Suspension of service is not allowed.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.1 DS-1 Service (Cont'd)

6.1.3 Rates and Charges

- (A) A Digital Local Channel is furnished between a Service Wire Center and the Customer's premises. Rates are based on the airline distance between the Serving Wire Center and the Customer's premises.

	Nonrecurring Charge	Month-to-Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
(1) Digital Local Channel, each ¹					
a. First ½ Mile	\$330.00	\$90.20	\$89.10	\$89.10	
b. Each additional ½ Mile, or fraction thereof	---	\$38.50	\$37.40	\$35.20	\$33.00

¹ Contract lengths are flexible to allow Customer chose of payment period.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**6.1 DS-1 Service (Cont'd)****6.1.3. Rates and Charges (Cont'd)**

- (B) Interoffice Channels are furnished between Central Offices. Rates are based on the airline distance between Central Offices.^{1, 2}

	Nonrecurring Charge	Month-to-Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
(1) Interoffice Channel, each channel 0-8 miles					
a. Fixed monthly rate.	\$110.00	\$99.00	\$93.50	\$93.50	\$93.50
b. Each airline mile, or fraction thereof	----	\$29.70	\$24.20	\$22.00	\$19.80
(2) Interoffice Channel, each channel 9-25 miles					
a. Fixed monthly rate	\$110.00	\$99.00	\$93.50	\$93.50	\$93.50
b. Each airline mile or fraction thereof	----	\$27.50	\$22.00	\$19.80	\$17.60

¹ Contract lengths are flexible to allow Customer choice of payment period.

² Refer to Section 6.1.4 of this Tariff for mileage measurement methodology.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.1 DS-1 Service (Cont'd)

6.1.3 Rates and Charges (Cont'd)

(B) Cont'd

	Nonrecurring Charge	Month-to-Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
(3) Interoffice Channel, each channel over 25 miles					
a. Fixed monthly rate	\$110.00	\$99.00	\$93.50	\$93.50	\$93.50
b. Each airline mile or fraction thereof ¹	----	\$25.30	\$19.80	\$17.60	\$15.40

(C) Clear Channel Capability is furnished on a per DS-1 Service Channel basis.

	Monthly Rate	Nonrecurring Charge	
		Initial	Subsequent
(10 Per DS-1 Service channel optioned as:			
a. Superframe Format (SF)	----	----	\$660.00
b. Extended Superframe Format (ESF)	----	----	\$660.00

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.1 DS-1 Service (Cont'd)

6.1.3 Rates and Charges (Cont'd)

(D) Move Charge

A move charge, per DS-1 Service channel, applies for each Digital Local Channel moved to a new location in the same building. This move charge is equal to the sum of the Digital Local Channel Nonrecurring Charge, Service Change Charge – Inside Moves, and Premises Visit Charge.

A move charge, per DS-1 Service channel under CSPP, applies for each DS-1 Service moved to a new location in Company territory within the same state. This move charge is equal to the sum of all nonrecurring charges applicable to a new DS-1 Service channel installation at the new location.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.1 DS-1 Service (Cont'd)

6.1.3 Rates and Charges (Cont'd)

(E) Service Connection Charges

- (1) Service Establishment Charges are applicable, for each DS-1 Service channel ordered, for receiving and recording information and/or taking action in connection with a Customer's request, and processing the necessary data. These charges including engineering design, common centralized testing and coordination.
- (2) 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, for processing the necessary data on a existing DS-1 Service channel. A Service Change Charge is applicable for each DS-1 Service channel associated with the Customer request (in lieu of a Service Establishment Charge).
- (3) Premises Visit Charge are applicable, per Digital Local Channel, for the termination of a channel at a Customer's premises or for inside moves. Only one Premises Visit Charge applies when more than one channel service of the same type is terminated or moved at the same premises at the same time.
- (4) Connection charges are applicable for the connection and testing of Digital Local Channels and/or Interoffice Channels. The charges are those nonrecurring charges contained in A. and B. preceding.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.1 DS-1 Service (Cont'd)

6.1.3 Rates and Charges (Cont'd)

(E) Service Connection Charges (Cont'd)

(5) Charges for DS-1 Service

	Nonrecurring Charge
a. Service Establishment Charge	
Per DS-1 Service Channel ¹ , Each	\$632.50
b. Service Change Charge	
Per DS-1 Service Channel ¹	
I. For Inside Moves, each	\$385.00
II. Per Transfers of Responsibility, each	\$385.00
c. Premises Visit Charge	
Per Digital Local Channel or for an Inside Move ²	
Per Visit	\$40.70

¹ Refer to Section 6.1.2.A.7 of this Tariff for Description of DS-1 Service channels.

² This charge is applicable to additional stations subsequently installed in a building.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.1 DS-1 Service (Cont'd)

6.1.4 Contract Rates – Special Pricing Arrangements (ICB)

- (A) In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other Customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulations set forth in this tariff shall be incorporated into, and become part of, said contract, and shall be binding on Carrier and Customers. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Company will provide notice to the Commission for all Special Pricing Arrangements, including ICB.

- (B) In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**6.1 DS-1 Service (Cont'd)****6.1.4 Mileage Measurements**

- (A) When station locations of a private line service are located in different wire center serving areas, interoffice channel charges apply. Charges are based on the direct airline mileage distance measured between the serving wire centers. Mileage is determined in accordance with the following:
- (1) Obtain the "V" and "H" coordinates for each wire center as listed in the National Exchange Carrier Association Tariff F.C.C. No. 4.
 - (2) Obtain the difference between the "V" coordinates of the two wire centers. Obtain the difference between the "H" coordinates. (The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
 - (3) Square each difference obtained in 2. preceding.
 - (4) Add the squares of the "V" difference and the "H" difference obtained in 3. preceding.
 - (5) Divided the sum of the squares obtained in 4. preceding by 10.
 - (6) Obtain the square root of the result obtained in 5. preceding. This is the rate distance in miles. (Fractional miles being considered as full miles.)

EXAMPLE: The rate difference is required between City One and City Two.

	<u>V</u>	<u>H</u>
City One	7260	2083
City Two	7364	1865
Difference	104	218
Squared	10,816 +	47,524 = 58,340
	58,340 divided by 10 = 5834	
	Square root of 5834 = 76.38 = 77 Airline Miles	

- (B) For the purpose of applying multipoint charges, the bridging or hubbing locations are determined by that combination of airline distances connecting the service wire center which will produce the lowest interoffice mileage charges. Bridging charges apply when there or more channels connect at the same location.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**6.2 DS-1/DS-3 Channel Service****6.2.1 General**

- (A) DS-1/DS-2 Channel Service is an intraLATA fiber optic based, digital service which provides channelization capability for the Customer in the Company's central office. DS-1/DS-3 Channel Service is provided in packages based on systems with DS3 (44.736 Mbps) and DS-1 (1.544 Mbps). It will provide local channels and/or interoffice channels for exchange network access. Foreign Exchange, 1.544 Mbps, and 44.736 Mbps data rates.
- (B) Channelization is provided by DS-1/DS-3 Channel Service Option 1 and 2 Systems and D type channel banks which are offered in various system capacities. DS-1/DS-3 Channel Service Option 1 and 2 Systems furnish fiber optic transport from the central office to a Customer's premises featuring digital 1.544 Mbps (DS1) and/or 44.736 Mbps (DS3) channels as appropriate. The Customer may channelize all or part of a DS-1/DS-3 Channel Service package to activate data facilities for interconnection with the exchange network and data facilities for private line channels, as well as other DS-1/DS-3 Channel Services. The Customer may also choose not to channelize all or part of a DS-1/DS-3 Channel Service package allowing direct connection to other DS3 or DS1 services as provided in this Tariff.
- (C) This service is available within a LATA where appropriate digital facilities can be made available as determined by the Company. Service inquires will be necessary to determine availability interval.
- (D) All DS-1/DS-3 Channel Services in a Customer's package must be channelized in a single equipment location on a Customer's premises, i.e., a package cannot be split between premises, or multiple locations within a premises. Standard network interfaces will be provided by the Company for analog and digital services consistent with existing practices for single channel services.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**6.2 DS-1/DS-3 Channel Service (Cont'd)****6.2.1 General (Cont'd)**

- (E) Individual channels within a DS-1/DS-3 Channel Service package may be connected with service offered in other sections of this Tariff and the General Subscriber Service Tariff as appropriate. The regulations, rates and charges in this Tariff are applicable for the DS-1/DS-3 Channel Service component of the Customer's end-to-end service. Single channel service components (non-DS-1/DS-3 Service links) are subject to the regulations, rates and charges in their respective tariff sections.
- (F) The Customer may activate any number or combination of channels within a DS-1/DS-3 Channel Service package within the limitations set forth in Section 6.2.1.G following. Channels may be activated coincident with installation or at any time subsequent to basic system installation. Once activated, a channel is subject to a minimum service period in accordance with the contract period. Features (channels) activated under month-to-month rates will have a minimum service period of one month.
- (G) Additionally, there are some necessary restrictions in total system capacities where certain types of channel services are channelized. The Company will notify the Customer when a system's capacity is affected.
- (H) When the Company provides Customer premises DS-1/DS-3 Channel Service channelization down to a DS1 data rate level it is not necessary for the Customer to provide Channel Service Units (CSU) for associated 1.544 Mbps channels.
- (I) The termination of channelization equipment will be in a single equipment location on a Customer's premises. The Customer must provide suitable floor space, controlled environment, and a source of non-switched 120-volt, 60 HzAC power to support this service. Emergency backup power capability is also available at extra charge on an individual case basis.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.2 DS-1/DS-3 Channel Service (Cont'd)

6.2.1 General (Cont'd)

(J) Channelization of DS3 (electrical) data rates on a Customer's premises may also be provided by the Customer. Joint provisioning of channelized services introduces joint responsibilities between the Customer and the Company.

(1) Responsibilities of the Company

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

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.2 DS-1/DS-3 Channel Service (Cont'd)

6.2.1 General (Cont'd)

(J) Cont'd

(2) Responsibilities of the Customer

- a. The Customer must be prepared to activate his portion of joint service in a timely manner on the negotiated date, providing testing equipment and personnel to support installation requirements, as may be necessary.
- b. The Customer will be responsible for selecting his own equipment. Customer equipment must be compatible with the Company provided channelization at the central office.
- c. The Customer must provide suitable power for his own equipment. Simplex powering will not be provided by the Company for a Customer's channel service units due to the serving arrangements associated with fiber optic facilities.

(3) Trouble Resolutions

The Company will assist the Customer in resolving any installation or day to day channel service problems. However, the Company does not assume responsibility for the compatibility or suitability of the Customer's equipment. Dispatches to Customer premises caused by Customer equipment troubles will result in Trouble Location Charges to the Customer.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.2 DS-1/DS-3 Channel Service (Cont'd)

6.2.1 General (Cont'd)

- (K) Channelized DS1 service is available only with D4 channel bank equipment or compatible equipment.
- (L) Emerging technology, such as low bit rate voice multiplexing techniques may permit additional quantities of individual channels to be channelized on a single DS1 signal. Equipment providing this capability does not generally assure compatibility between different manufacturers. Some equipment may not be suitable for data transmission or tandem network line application. Rates, charges and availability of this equipment will be negotiated with the Customer on an individual case basis.

6.2.2 Application of Rates

- (A) Monthly rates and charges as specified in Section 6.2.4 following apply for each DS-1/DS-3 Channel Service according to the number of voice grade equivalent channel services capacity in each package. These rates apply per package regardless of the number of circuit equivalents within each package that are actually activated by the Customer at a point in time.
- (B) Exchange network access is provided for channels within each DS-1/DS-3 Channel Service package at the monthly recurring rates as specified in Section 6.2.4 following and apply for each channel within a package that is activated.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**6.2 DS-1/DS-3 Channel Service (Cont'd)****6.2.2 Application of Rates (Cont'd)**

- (C) Rates and Charges specified in other tariff sections for services are in addition to the monthly rate for DS-1/DS-3 Channel Services. Also, the rates and charges for other services that may be interconnected or extended beyond the basic DS-1/DS-3 Channel Service, such as off-premises stations, tie lines, private lines, etc., are in addition to the rates specified in this Tariff for those portions of the channel services necessary to provide end-to end service. Rates for single DS1/1.544 Mbps channels used to extend DS-1/DS-3 Channel Services when used as part of the same communications system, will be as otherwise specified in Section 6 of this Tariff.
- (D) DS-1/DS-3 Channel Service Option 1 or 2 Systems are available under contract only for variable rate periods except as modified below. Contract rate increases are subject to the stipulations of F. following. All elements of a contract will expire at the same time (be coterminous).
- (1) DS-1/DS-3 Channel Service Option 1 or 2 Systems are available only under contract as specified preceding.
 - (2) Channelized DS1/1.544 Mbps channels and Sub-DS1 Feature Activations are available under contract or on a month-to-month basis as the Customer's option.
 - (3) Individual exchange network access and private line channel services that are connected to DS-1/DS-3 Channel Service are not offered under DS-1/DS-3 Channel Service master contract provisions. They are subject to their standard tariff provisions as appropriate.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**6.2 DS-1/DS-3 Channel Service (Cont'd)****6.2.2 Application of Rates (Cont'd)**

- (E) DS-1/DS-3 Channel Service rates under contract will not be increased by Company initiative until the contract period expires. Those monthly rates for DS-1/DS-3 Channel Service Option 1 or 2 System, Channelization Capacity, facility mileage, and Feature Activation in effect at the time the service is installed and/or as of the service order application date, will be applicable until the contract expires. At the expiration date of the Customer's payment period option, the Customer may select a new payment period option at current contract rates or revert to current rates on a month-to-month basis.
- (F) A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract times the monthly rates for the DS-1 or DS-3 Channel Service Option 1 or 2 service System, Channelization Capacity, facility mileage, and Feature Activation which are provided under contract, and are subject to the exemptions of F.1. and 2. following.
- (1) No Termination Liability Charge will be applicable for the DS-1/DS-3 Channel Service Option 1 or 2 System or Channelization Capacity when the Customer renegotiates a new contract for the same system at the same location(s) for a period of time greater than the time remaining on the existing contract.
 - (2) The Termination Liability Charge basis for Feature Activation (central office specific channel services plug-in equipment) will be 50 percent of the total monthly rate for the activated features (specific channel units) under contract which are being disconnected. All features activated under contract are coterminous with the basic system with which they are associated. Any features subscribed to on a month-to-month basis have a minimum service period of one month and no associated Termination Liability Charge.
- (G) Transfer of service responsibility between Customers is permitted subject to payment of a Transfer Charge as specified in Section 6.2.4.C.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.2 DS-1/DS-3 Channel Service (Cont'd)

6.2.3 Digital Architecture and Definitions

(A) Digital Architecture

- (1) DS-1/DS-3 Channel Services differ in provisioning method and numbering format from single channel services. These services will be available from the Company on a link (partial channel) basis rather than as an end-to-end service. This architecture is intended to promote more efficient connectivity of analog and digital networks in the future.

Many DS-1/DS-3 Channel Service channels will be available on a digital basis at the network interface on a Customer's premises. Both the Company and the Customer have joint responsibilities to ensure the proper transmission of the provided services. Normal analog channel network interface specifications will be superseded by the electrical specifications of the 1.544 Mbps (DS1) channel which is actually terminated. Each DS0 channel provided will have identity only as a "time slot" within a DS1 channel. Compatible digital to analog conversion equipment must be provided by the Customer to derive the desired analog services. Any Channel Service Units (CSUs) necessary for digital services are the responsibility of the Customer.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**6.2 DS-1/DS-3 Channel Service (Cont'd)****6.2.3 Digital Architecture and Definitions (Cont'd)****(A) Digital Architecture (Cont'd)**

- (2) The following cross-reference is intended as a guide to digital terms which are used in this section.

Transmission Data Rate	Equivalent Quantity of DS1 Ch.	Equivalent Quantity Of DS3 Ch.
1.544 Mbps	1	--
44.736 Mbps	28	1
90.524 Mbps	56	2
135.264 Mbps	84	3
274.176 Mbps	168	6

(B) DefinitionsChannel Service Unit (CSU)

This denotes network channel terminating equipment provided by the Customer to terminate digital channel facilities on a Customer's or user's premises.

DS-0

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It is generally referred to as having a 64 kbps transmission data rate signal

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**6.2 DS-1/DS-3 Channel Service (Cont'd)****6.2.3 Digital Architecture and Definitions (Cont'd)****(B) Definitions (Cont'd)**DS-1

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps transmission data rate, and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format, except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format. Unframed signal formats are not permitted or compatible with Company equipment.

DS-3

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 44.736 Mbps transmission data rate, and provides for two-way simultaneous transmission of randomized Non-Return-to-Zero (NRZ) signals with a B3ZS format

DS-1/DS-3 Channel Service Option 1

This service provides extended service capability of DS3 data rates to the Customer, or multiplexed DS1 channels based upon configurations desired. The total capacity to be provided is a single 44.736 Mbps transmission rate. This offering is intended to be a flexible, link connectable transport service for large Customers with the capability of connecting with individual exchange and private line services, DS-1 Service, and/or other DS-1/DS-3 Channel Services.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.2 DS-1/DS-3 Channel Service (Cont'd)

6.2.3 Digital Architecture and Definitions (Cont'd)

(B) Definitions (Cont'd)

DS-1/DS-3 Channel Service Option 2

This service provides extended service capability of multiples of DS3 data rates to the Customer. Essentially, it provides three times the potential capacity of DS-1/DS-3 Channel Service Option 1. The associated channelization equipment will permit combinations of DS3 and DS1 services in a flexible building block structure. This service will also permit different levels of automatic protection switching capability dependent on Customer desires. This offering is intended to be a very flexible, link connectable transport service for the very large Customer. It has the capability of connecting with individual exchange and private line services, DS-1 Service and/or other DS-1/DS-3 Channel Services.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.2 DS-1/DS-3 Channel Service (Cont'd)

6.2.4 Rates and Charges¹

(A) Basic DS-1/DS-3 Channel Service

(1) DS-1/DS-3 Channel Service Option 1 System (One DS3 Capacity)

- a. Includes photonic common equipment and first one-half mile of local channel fiber optic facilities. Additional specific interface equipment is required in the central office (CO) and Customer premises, as contained in (2) and (3) following. Mileage charges are as contained in B. following. Channelization for individual analog and digital services is contained in C. and D. following.

	Nonrecurring Charge	Month-to-Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
I. DS-1/DS-3 Channel Service Option 1 Basic System ²					
Per System	\$3,300.00	\$3,080.00	\$2,530.00	\$2,420.00	\$2,310.00

¹ Contract lengths are now flexible to allow Customer choice of payment period.

² Month-to-month rates are only available at the end of a contract rate period.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.2 DS-1/DS-3 Channel Service (Cont'd)

6.2.4 Rates and Charges (Cont'd)

(A) Basic DS-1/DS-3 Channel Service (Cont'd)

(1) DS-1/DS-3 Channel Service Option 1 System (One DS3 Capacity)
(Cont'd)

	Nonrecurring Charge	Month-to-Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
II. Electrical Interface Equipment – Central Office					
i. Per DS3 ¹	\$605.00	\$94.60	\$72.60	\$72.60	\$72.60
ii. Per DS1 ²	\$165.00	\$15.40	\$11.00	\$11.00	\$11.00
iii. DS1 Automatic protection switching ³	\$55.00	\$39.60	\$35.20	\$35.20	\$35.20

¹ DS3 capability is provided where the Customer does not desire channelization to DS1 or DS0 channel levels. This interface should not be provided where DS1 and DS0 level signals are provided at that system's termination point. However, if a DS3 signal is extended from the DS-1/DS-3 Channel Service Option 1 System serving central office to a remote central office, a DS3/DS1 multiplexer may be ordered at the remote CO by a Customer to derive DS1 channel levels at rates contained in 2. following.

² DS1 capability is only available in groups of 4 DS1s. When existing DS1 capacity is exhausted, the Customer must request additional DS1 service in groups of 4 DS1 channels.

³ This feature may not be available with lines utilizing the Clear Channel Capability line.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.2 DS-1/DS-3 Channel Service (Cont'd)

6.2.4 Rates and Charges (Cont'd)

(A) Basic DS-1/DS-3 Channel Service (Cont'd)

(1) DS-1/DS-3 Channel Service Option 1 System (One DS3 Capacity)
(Cont'd)

a. (cont'd)

	Nonrecurring Charge	Month-to-Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
III. Electrical Interface Equipment – Customer Premises					
i. Per DS3	\$605.00	\$107.80	\$82.50	\$82.50	\$82.50
ii. Per DS1 ¹	\$275.00	\$18.70	\$14.30	\$14.30	\$14.30
iii. DS1 Automatic protection switching ²	\$55.00	\$44.00	\$39.60	\$39.60	\$39.60

¹ DS1 Capability is only available in groups of 4 DS1s. When existing DS1 capacity is exhausted, the Customer must request additional DS1 service in groups of 4 DS1 channels. Each DS1 can transport 24 DS0 channels.

² This feature may not be available with lines utilizing Clear Channel Capability.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**6.2 DS-1/DS-3 Channel Service (Cont'd)****6.2.4 Rates and Charges (Cont'd)****(A) Basic DS-1/DS-3 Channel Service (Cont'd)****(2) DS-1/DS-3 Service Option 2 System (Three DS3 Capacity)**

- a. Includes photonic common equipment and first one-half air mile of local channel fiber optic facilities. Additional specific interface equipment is required, as contained in (I)(ii) following. Where channelization is desired to provide DS1 and DS0 channels then a DS3/DS1 multiplexer must also be utilized in the central office and/or at a Customer's premises as contained in (II) and (III) following. Mileage charges are as contained in B. following. Channelization for individual analog and digital services is contained in C. and D. following.

	Nonrecurring Charge	Month-to-Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
I. DS-1/DS-3 Channel Service Option 2 Basic System ¹					
i. Per System	\$3300.00	\$4070.00	\$3410.00	\$3300.00	\$3190.00
ii. Per DS3 Electrical Interface ²	\$1210.00	\$116.00	\$88.00	\$88.00	\$8800
iii. Per DS3 Automatic Protection Switching	\$220.00	\$85.80	\$71.50	\$71.50	\$71.50

¹ Month-to-month rates are only available at the end of a contract rate period.

² This includes both CO and Customer premises equipment. Each DS-1/DS-3 Channel Service Option 2 System can support a maximum of three DS3 signals.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.2 DS-1/DS-3 Channel Service (Cont'd)

6.2.4 Rates and Charges (Cont'd)

(A) Basic DS-1/DS-3 Channel Service (Cont'd)

(2) DS-1/DS-3 Channel Service Option 2 System (Three DS3 Capacity)
(Cont'd)

a. (Cont'd)

	Nonrecurring Charge	Month-to-Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
II. DS3/DS1 Multiplexers – Central Office					
i. Per DS3/DS1 Multiplexer ^{1,2}	\$550.00	\$814.00	\$671.00	\$638.00	\$627.00
ii. Per DS1 Electrical Interface ³	\$165.00	\$15.40	\$11.00	\$11.00	\$11.00
iii. DS1 Automatic Protection Switching ⁴ (one per DS3/DS1 multiplexer)	\$55.00	\$39.60	\$35.20	\$35.20	\$35.20

¹ This DS3/DS1 multiplexer is suitable for use separately with interoffice channel links as appropriate.
² Each DS3/DS1 multiplexer requires DS1 electrical interface equipment and can accommodate a maximum of 28 DS1 signals. Automatic protection switching of a DS3 electronic signal is included with the multiplexer.
³ DS1 capability is only available in groups of 4 DS1s. When existing DS1 capacity is exhausted, the Customer must request additional DS1 service in groups of 4 DS1 channels. Each DS1 can transport 24 DS0 channels.
⁴ This feature may not be available with lines utilizing the Clear Channel Capability.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.2 DS-1/DS-3 Channel Service (Cont'd)

6.2.4 Rates and Charges (Cont'd)

(A) Basic DS-1/DS-3 Channel Service (Cont'd)

(2) DS-1/DS-3 Channel Service Option 2 System (Three DS3 Capacity)
(Cont'd)

a. (Cont'd)

	Nonrecurring Charge	Month-to-Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
III. DS3/DS1 Multiplexers – Customer Premises					
i. Per DS3/DS1 Multiplexer ¹	\$550.00	\$792.00	\$660.00	\$638.00	\$627.00
ii. Per DS1 Electrical Interface ²	\$275.00	\$18.70	\$14.30	\$14.30	\$14.30
iii. DS1 Automatic protection switching ³ (one per DS3/DS1 multiplexer)	\$55.00	\$44.00	\$39.60	\$39.60	\$39.60

¹ Each DS3/DS1 multiplexer requires DS1 electrical interface equipment and can accommodate a maximum of 28 DS1 signals. Automatic protection switching of a DS3 electronic signal is included with the multiplexer.

² DS1 capability is only available in groups of 4 DS1s. When existing DS1 capacity is exhausted, the Customer must request additional DS1 service in groups of 4 DS1 channels. Each DS1 can transport 24 DS0 channels.

³ This feature may not be available with lines utilizing the Clear Channel Capability.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.2 DS-1/DS-3 Channel Service (Cont'd)

6.2.4 Rates and Charges (Cont'd)

(B) Mileage Charges

	Nonrecurring Charge	Month-to-Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
(1) Local Channels (for DS-1/DS-3 Channel Service Option 1 and 2)					
a. First one-half mile (included in System Charge)	----	-----	-----	-----	-----
b. Each additional one-half mile	----	\$396.00	\$330.00	\$319.00	\$308.00
(2) Interoffice Channels ¹ (Automatic protection switching of DS3 data rates is assured in interoffice facilities)					
a. Per DS3, first mile	\$715.00	\$1870.00	\$1595.00	\$1540.00	\$1485.00
b. Per DS3, each additional mile	----	\$385.00	\$330.00	\$308.00	\$286.00

¹ Month-to-month rates are only available at the end of a contract rate period.

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SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.2 DS-1/DS-3 Channel Service (Cont'd)

62.4 Rates and Charges (Cont'd)

(C) Transfer Charges

	<u>Nonrecurring Charge</u>
(1) <u>Transfer Between Customers</u> Per Transfer	\$321.20

(D) Switching Arrangements, Multipoint/multistation Bridging and Data Conditioning Rates

Rates and charges are those that would be applicable to single channel services.

(E) Route Diversity

Customer rates and charges for physical route diversity will be negotiated on an individual case basis.

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