

Tariff Schedule Applicable to
Intrastate Access Service

Telecommunications Services Furnished by

Wide Voice, LLC

Between Points Within the State of Maryland

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
1	Original		31	Original			
2	Original		32	Original			
3	3 rd Revised	*	33	Original			
4	Original		34	Original			
5	Original		35	Original			
6	Original		36	Original			
7	Original		37	Original			
8	Original		38	Original			
9	Original		39	Original			
10	Original		40	Original			
11	Original		41	Original			
12	Original		42	1 st Revised	*		
13	Original		43	3 rd Revised	*		
14	Original						
15	Original						
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24	Original						
25	Original						
26	Original						
27	Original						
28	Original						
29	Original						
30	Original						

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TABLE OF CONTENTS

1 GENERAL5

1.1 Explanation of Symbols.....5

1.2 Application of the Tariff.....5

1.3 Definitions6

2 RULES AND REGULATIONS7

2.1 Undertaking of the Company.....7

2.2 Obligations of the Customer.....7

2.3 Liability of the Company10

2.4 Application for Service.....14

2.5 Payment for Service.....15

2.6 Allowance for Interruptions in Service.....16

2.7 Special Customer Arrangements16

2.8 Unlawful Use of Service.....17

2.9 Interference with or Impairment of Service.....17

2.10 Telephone Solicitation by Use of Recorded Messages18

2.11 Overcharge/Undercharge18

3 SWITCHED ACCESS SERVICE19

SECTION 1 - GENERAL

1.1 Explanation of Symbols

- (C) - To signify a changed regulation
- (D) - To signify a discontinued rate or regulation
- (I) - To signify an increase in a rate
- (M) - To signify text or rates relocated without change
- (N) - To signify a new rate or regulation or other text
- (R) - To signify a reduction in a rate
- (S) - To signify reissued regulations
- (T) - To signify a change in text but no change in rate
- (Z) - To signify a correction

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to carrier customers.
- 1.2.3 The Company's service territory is statewide with local calling areas consistent with Verizon Maryland's tariff on file with the Commission, as amended from time to time.

SECTION 1 - GENERAL, (CONT'D.)

1.3 Definitions

- 1.3.1** “Carrier,” “Company” or “Utility” refers to Wide Voice, LLC
- 1.3.2** “Commission” means the Maryland Public Service Commission.
- 1.3.3** “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 answering device.
- 1.3.4** “Customer” means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5** “Residential” customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.6** “Service” means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7** “Station” means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company undertakes to furnish switched and/or dedicated access communications service pursuant to the terms of this tariff.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff;

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Obligations of the Customer, (Cont'd.)

2.2.1 The customer shall be responsible for, (Cont'd.)

2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

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

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.2 Obligations of the Customer, (Cont'd.)**

- 2.2.3** The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4** The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5** Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of the Company**

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of the Company, (Cont'd.)****2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations**

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

2.3.7 Warranties

2.3.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.8 Limitation of Liability

2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Application for Service****2.4.1 Minimum Contract Period**

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment for Service**

- 2.5.1** Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in COMAR 20.45.04.05 through COMAR 20.45.04.07.
- 2.5.2** The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.3** The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

- 2.5.4** The Company will not collect attorney fees or court costs from customers.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Allowance for Interruptions in Service**

2.6.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

2.7 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**PROVISION OF SERVICE AND FACILITIES****2.8 Unlawful Use of Service**

2.8.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.8.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.8.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.8.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.9 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Telephone Solicitation by Use of Recorded Messages

2.10.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.11 Overcharge/Undercharge

2.11.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.

2.11.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

SECTION 3 - SWITCHED ACCESS SERVICE**3.1 General**

- 3.1.1** Switched Access Service, which is available to customers for their use in furnishing their services to end users, provides a two-point electrical communications path between a customer's premises and an end user's premises. It provides for the use of terminating, switching, transport facilities and common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises, and to terminate calls from a customer's premises to an end user's premises in the LATA where it is provided.
- 3.1.2** When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 3.1.3** In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.
- 3.1.4** In those situations where a CMRS provider terminates interMTA traffic over the Company's network then the rates, terms and conditions of this tariff will apply.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Provision and Description of Switched Access Service**

- 3.2.1** Switched Access Service is provided as a FGD serving arrangement. The provision of FGD Switched Access Service requires transport facilities (Entrance Facilities, DTT facilities, and TST facilities for tandem routed traffic), multiplexing equipment and the appropriate local switching functions.
- 3.2.2** Serving arrangements are arranged for either originating, terminating or two-way calling. Originating calling permits the delivery of calls from Telephone Exchange Service locations to the customer's premises. Terminating calling permits the delivery of calls from the customer's premises to Telephone Exchange Service locations. Two-way calling permits the delivery of calls in both directions, but not simultaneously. The Company will determine the type of calling to be provided unless the customer requests that a different type of directional calling is to be provided. In such cases, the Company will work cooperatively with the customer to determine the directionality.
- 3.2.3** There are various optional features available with Switched Access Service. These additional features are provided as Switched Transport, Common Switching, Transport Termination and Line Termination.
- 3.2.4** FGD is provided at Company-designated end office switches whether routed directly to an end office or via Company-designated electronic access tandem switches.
- 3.2.5** FGD, which is available to all customers, provides a trunk-side termination through the use of end office or access tandem switch trunk equipment. Wink-start, start-pulsing and answer-supervisory signaling are sent by the terminating office. Disconnect-supervisory signaling is sent from the originating or terminating office. When FGD uses SS7 out of band signaling, no signaling will be done via the message channel.
- 3.2.6** When FGD service is directly routed to an end office, the Switched Transport configuration is composed of an Entrance Facility and a DTT facility to an end office. When FGD is switched through an access tandem, the Switched Transport configuration is composed of an Entrance Facility, a DTT facility between the SWC and the access tandem and TST from the access tandem to the end offices subtending the access tandem. Multiplexing options are available.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Provision and Description of Switched Access Service (Continued)**

- 3.2.7** FGD switching is provided with multifrequency address signaling or SS7 out band signaling. With multifrequency address signaling, up to 12 digits of the called party number dialed by the customer's end user using dual-tone multifrequency or dial-pulse address signals will be provided by Company equipment to the customer's premises where the Switched Access Service terminates. Such address signals will be subject to the ordinary transmission capabilities of the Switched Transport provided. With SS7 out of band signaling, up to 12 digits of the called party number dialed by the customer's end user using dual tone multifrequency or dial pulse address signals is provided by the Company equipment to the customer's designated premises.
- 3.2.8** FGD switching, when used in the terminating direction, may be used to access valid NXXs in the LATA, community information services of an information service provider, and other customer services (by dialing the appropriate codes) when such services can be reached using valid NXX codes. When directly routed to an end office via DTT, only those valid NXX codes served by that office may be accessed. When routed through an access tandem, only those valid NXX codes served by end offices subtending the access tandem may be accessed. Calls in the terminating direction will not be completed to 101XXXX, 950-XXXX (or 1 + 950-XXXX) access codes, local operator assistance (0- and 0+), Voice DA (411 or 555-1212) and service codes 611 and 911.
- 3.2.9** The Company will establish a trunk group or groups for the customer at end office switches or access tandem switches where FGD switching is provided. When required by technical limitations a separate trunk group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined in a single trunk group at the option of the Company.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Provision and Description of Switched Access Service (Continued)**

3.2.10 The uniform access code for FGD switching is 101XXXX. Uniform access codes will be the assigned access numbers of all FGD access provided to the customer by the Company. No access code is required for calls to a customer over FGD Switched Access Service when the end user's telephone exchange service is arranged for Interexchange Carrier (IC) Subscription. When no access code is required, the number dialed by the customer's end user shall be a 7- or 10- digit number after dialing the prefix 0 or 1 for calls in the North American Numbering Plan (NANP). For calls outside the NANP, and, if the end office is technically equipped for International Direct Distance Dialing (IDDD), a 7- to 15- digit number may be dialed after dialing the prefix 011 or 01. When the 101XXXX access code is used, FGD switching also provides for dialing the digit 0 or 00 for access to the customer's operator, 911 for access to the Company's emergency reporting service, or at the customer's option, the end-of-dialing digit (#) for cut-through access to the customer's premises.

3.2.11 FGD switching will be arranged to accept calls from telephone exchange service locations without the need for dialing a 101XXXX uniform access code. Each telephone exchange service line may be marked with an IC Subscription code to identify the 101XXXX uniform access code its calls will be directed to for interLATA service.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.3 Rate Categories

There are three rate categories which apply to Switched Access Service:

- Switched Transport (described in 3.3.1, following)
- Local Switching (described in 3.3.2, following)
- Common Line (described in Sections 3.3.3, following)

In addition to the three rate categories, there are rate elements applicable to certain Switched Access services:

- 800 DB Access Service Charges, applicable to 800 DB Access Service provided in conjunction with Trunkside Access. The description and application of these charges are set forth in 3.3.4, following.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.3 Rate Categories (Continued)****3.3.1 Switched Transport****3.3.1.1 General Description**

The Switched Transport rate category provides the transmission facilities between the customer's premises and the end office switch(es) where the customer's traffic is switched to originate or terminate its communications. Switched Transport is a two-way voice-frequency transmission path composed of an Entrance Facility (EF) and a Direct-Trunked Transport (DTT) facility for direct routed traffic. For tandem routed traffic, the Switched Transport is composed of an EF, a DTT to an access tandem and Tandem-Switched Transport (TST) from the access tandem to the subtending end offices. The transmission path permits the transport of calls in the originating direction (from the end user's end office switch to the customer's premises) and in the terminating direction (from the customer's premises to the end office switch), but not simultaneously. The voice-frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

3.3.1.2 Switched Transport EF Rate Category

An EF provides the communication path between a customer's premises and the Telephone Company serving wire center (SWC) of that premises for the sole use of the customer. The EF rate category is composed of a Voice Grade rate, a DS1 rate or a DS3 rate. An EF is provided even if the customer's premises and the SWC are located in the same building.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.3 Rate Categories (Continued)****3.3.1 Switched Transport (Continued)****3.3.1.3 Switched Transport DTT Rate Category**

DTT provides the transmission path on circuits dedicated to the use of a single customer between:

- the customer's SWC and an end office, or
- the customer's SWC and an access tandem, or
- the customer's SWC and a Company Hub where multiplexing functions are performed, or
- a Company Hub and an end office, or
- a Company Hub and an access tandem.

The DTT rate category is composed of a monthly fixed rate and a monthly per mile rate based on the facility provided, (i.e., Voice Grade, DS1 or DS3). The fixed rate provides the circuit equipment at the ends of the transmission paths. The per-mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The DTT rate is the sum of the fixed rate and the per-mile rate. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V & H coordinates method in accordance with standard industry practices.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.3 Rate Categories (Continued)****3.3.1 Switched Transport (Continued)****3.3.1.4 Switched Transport TST Rate Category**

Tandem Switched Transport (TST) provides the transmission facilities between an access tandem and end offices subtending that tandem utilizing tandem switching functions. TST consists of circuits used in common by multiple customers from the access tandem to an end office. The TST rate category is composed of the rate elements set forth in (1) through (4), following.

A. Tandem Transmission

Tandem Transmission is composed of a fixed per-MOU rate (“Tandem Switched Transport - Termination”) and per-mile/per-MOU rate (“Tandem Switched Transport – Facility”). The fixed rate provides for the circuit equipment at the end of the interoffice transmission paths. The per-mile rate provides for the transmission facilities, including intermediate transmission circuit equipment between the end points of the interoffice circuit. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V & H coordinates method in accordance with standard industry practices.

B. Tandem Switching

Tandem Switching is a per-MOU rate assessed for utilizing tandem switching functions when tandem routing is requested for trunkside services.

C. Access Tandem Trunk Port

An access tandem trunk port (ATTP) is provided for each trunk terminated on the serving wire center side of the access tandem when the customer has requested tandem routing. The ATTP rate is assessed monthly per trunk.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.3 Rate Categories (Continued)****3.3.1 Switched Transport (Continued)****3.3.1.4 Switched Transport TST Rate Category (Continued)****D. Common Transport Multiplexing**

Common transport multiplexing equipment is utilized in the end office side of the access tandem when common transport is provided between the access tandem and the subtending end offices. This rate is assessed on a per-MOU basis. (Multiplexing equipment associated with a DTT facility ordered to the access tandem is provisioned on the SWC side of the access tandem. Multiplexing rates for EF and DTT facilities are priced on an individual case basis, and if assessed, are in addition to the common transport multiplexing rates.)

3.3.2 Local Switching

The Local Switching rate category provides the local end office switching, end user line termination and intercept functions necessary to complete the transmission of Switched Access Communications to and from the end users served by the local end office. The Local Switching rate categories are described following.

3.3.2.1 Local End Office Switching Functions**A. Common Switching**

Common Switching provides the local end office switching functions associated with the various access switching arrangements.

B. Transport Termination

Transport Termination provides for the arrangements which terminate the Switched Transport facilities.

3.3.2.2 Intercept Function

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

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.3 Rate Categories (Continued)****3.3.2 Local Switching (Continued)****3.3.2.3 End Office Shared Port**

The End Office Shared Port rate provides for the termination of common transport trunks in shared end office ports and in remote switching system or module (RSS or RSM) ports. The End Office Shared Port rate is assessed on a per-MOU basis to all trunkside originating and terminating access minutes utilizing tandem routing to an end office. If tandem routing is being utilized to a RSS or RSM (via a host office), the shared port rate is assessed to the access minutes originating or terminating from that RSS or RSM and is not assessed at the host office. If the customer has requested direct routing from the SWC to a RSS or RSM (via a host office), the End Office Shared Port rate is assessed to the access minutes originating or terminating from the RSS or RSM. This rate is in addition to the End Office Dedicated Trunk Port rate assessed for the dedicated trunk terminating in the host office as described below.

3.3.2.4 End Office Dedicated Trunk Port

The End Office Dedicated Trunk Port rate provides for termination of a trunk to a dedicated trunk port in an end office. The rate is assessed per month for each trunk in service directly routed (via DTT) between the SWC and the end office.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.3 Rate Categories (Continued)****3.3.3 Carrier Common Line Access Service**

Carrier Common Line Access Service provides for the use of Telephone Company common lines by customers for access to end users to furnish Intrastate telecommunications service. The Telephone Company will provide Carrier Common Line Access Service (Carrier Common Line Access) to customers in conjunction with Switched Access Service.

3.3.3.1 Provision of Service

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

3.3.3.2 Determination Of Usage Subject To Carrier Common Line Access Rates

Except as set forth herein, all Switched Access Service provided to the customer will be subject to Carrier Common Line Access rates.

3.3.3.3 Switched Access Service Provided In Conjunction With A Commercial Mobile Radio Service Provider

For Switched Access Service provided in conjunction with a Commercial Mobile Radio Service provider, Carrier Common Line Access rates do not apply.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.3 Rate Categories (Continued)****3.3.4 800 Data Base Access Service**

800 Data Base (800 DB) Access Service is an originating service utilizing Trunkside Access which provides for the forwarding of end user dialed 8XXNXXXXXX calls to a customer based on the dialed 8XX number. The basic query includes the 8XX number identification and the appropriate area of service routing for an 800 number based on the geographic origination of the call. The 800 customer may choose to have a call delivered to a single carrier termination or multiple carrier terminations based on a specific LATA, NPA, NPA/NXX, or up to any combination of the same.

The provision of 800 DB Access Service requires the customer's direct access to the Service Management System/800 (SMS/800), or as an alternative, the provision of such service by a Responsible Organization in accordance with the Guidelines for 800 Data Base.

When an 8XX call is originated by an end user, the Company will perform the customer identification function based on the dialed digits and the geographic origination of the call to determine the customer location to which the call is to be routed in accordance with SMS/800 information residing in the Service Control Point (SCP).

The customer has the option of having the dialed 8XX number (i.e., 8XX-NXX-XXXX) or the translated Plain Old Telephone Service (POTS) number (i.e., NPA-NXX-XXXX) delivered. If the translated POTS number is delivered, the customer must request the POTS Translation vertical feature through the Responsible Organization.

The customer's 8XX voice or data traffic may be combined in the same trunk group arrangement with the customer's non-8XX Access Service voice or data traffic or provisioned on a separate trunk group, unless prohibited by technical limitations.

800 DB Access Service originating usage, whether combined with non-8XX Access Service usage on trunk groups or provided using dedicated trunk groups, shall be measured in the same manner as specified for non-8XX Access Service usage over Trunkside Access.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.3 Rate Categories (Continued)****3.3.4 800 Data Base Access Service (Continued)**

The Company must be notified twenty-four (24) hours prior to any media stimulation. The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, to ensure the provisioning of acceptable service to all telecommunications users of the Company's network services.

Vertical Features In addition to the basic carrier identification function, 800 DB Access Service subscribers may request vertical features through a Responsible Organization in accordance with the SMS/800 User Guide. Vertical features will be maintained within the SCP when technically feasible.

Call Handling and Destination Features allow service subscribers variable routing options by specifying a single carrier, multiple carriers (Exchange and/or Interexchange Carriers), single termination or multiple terminations. Multiple terminations for the variable routing options require the POTS Translation feature. The following variable routing options are available.

- Routing by Originating Telephone Number (NPA-NXX-XXXX)
- Time of Day
- Day of Week
- Specific Date
- Allocation by Percentage

A Call Handling and Destination Feature Query Charge is assessed to the service provider for each 8XX query to the SCP which utilizes one or more of the Call Handling and Destination Features.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.4 Access Ordering****3.4.1 General**

3.4.1.1 Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

3.4.1.2 A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

3.4.1.3 The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- A. Customer name and Premises address(es);
- B. Billing name and address (when different from Customer name and address); and
- C. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

3.4.2 Access Service Date Intervals

3.4.2.1 Access Service is provided with Standard or Negotiated Intervals

3.4.2.2 The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

- A. For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.4 Access Ordering (Continued)****3.4.2 Access Service Date Intervals (continued)****3.4.2.2 (continued)**

- B. For service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:
1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
 2. There is no existing facility connecting the Customer Premises with the Company; or
 3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
 4. The Company determines that Access Service cannot be installed within the Standard Interval.
- C. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

3.4.3 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.5 Special Construction or Special Service Arrangements

3.5.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained herein of this tariff.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.6 Rate Regulations**

There are three types of rates and charges that apply to Switched Access Service. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth herein.

A. Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days.

B. Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

C. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service, installation of optional features or service rearrangements.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.6 Rate Regulations (Continued)****3.6.1 Measurement and Billing of Access Minutes**

3.6.1.1 When recording originating calls over Switched Access Service with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over Switched Access Service ends when the originating Switched Access Service entry switch receives disconnect supervision from either the originating End User's End Office (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch. For terminating calls over Switched Access Service with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over Switched Access Service ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

3.6.1.2. When recording originating calls over Switched Access Service with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating Switched Access Service usage ends when the entry switch receives or sends a release message, whichever occurs first. For terminating calls over Switched Access Service with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating Switched Access Service call usage ends when the entry switch receives or sends a release message, whichever occurs first.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.6 Rate Regulations (Continued)

3.6.1 Measurement and Billing of Access Minutes (Continued)

3.6.1.3 Mileage, where applicable, will be measured in accordance with standard industry practices.

3.6.1.4 The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g., cartridge tape, CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).

3.6.1.5 Access minutes are accumulated during the billing period. Fractional minutes at the end of the billing period are rounded up to the next whole minute.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.6 Rate Regulations (Continued)****3.6.2 Moves**

3.6.2.1 A move of services involves a change in the physical location of one of the following:

- (1) The point of termination at the Customer's Premises, or
- (2) The Customer's Premises

3.6.2.2 The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below:

- (1) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

- (2) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.6 Rate Regulations (Continued)

3.6.3 Service Rearrangements

3.6.3.1 Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's End User's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.

3.6.3.2 The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

3.6.3.3 Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.7 [Reserved for Future Use]

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.8 Individual Case Basis (“ICB”) Offerings

3.8.1 The tariff may not specify the price of a service in the tariff as ICB. The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.9 Other Access Service Rates and Charges****3.9.1 Rates**

A.	Dedicated Trunk Port, Per DS1		
	Originating	\$270.00	
	Terminating	\$270.00	
B.	Dedicated Tandem Trunk Port, Per DS1		
	Originating	\$300.00	
	Terminating	\$300.00	
C.	Tandem Switching		
	Originating, per minute of use	\$0.00097400	
	Terminating, per minute of use - 3 rd Party	\$0.00157400	(C)
	Terminating, per minute of use - End Office	\$0.00070000 (R)	(C)
D.	Tandem Switched Transport - Termination		
	Originating, per minute of use	\$0.00000000	
	Terminating, per minute of use	\$0.00000000	
E.	Tandem Switched Transport – Facility		
	Originating, per minute of use per mile	\$0.00000200	
	Terminating, per minute of use per mile - 3 rd Party	\$0.00000200	(C)
	Terminating, per minute of use per mile - End Office	\$0.00000000 (R)	(C)

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.9 Other Access Service Rates and Charges (Continued)****3.9.1 Rates (Continued)**

F.	Common Transport Multiplexing (DS3/DS1)	
	Originating, per minute of use	\$0.00000000
	Terminating, per minute of use	\$0.00000000
G.	Common Trunk Port	
	Originating, per minute of use	\$0.00168800
	Terminating, per minute of use	\$0.00000000
H.	Local Switching	
	Originating, per minute of use	\$0.00300000
	Terminating, per minute of use ¹	\$0.00000000 (R)
I.	Carrier Common Line	
	Originating, per minute of use	\$0.02120700
	Terminating, per minute of use	\$0.00000000
J.	Interconnection Charge	
	Per minute of use	\$0.00000000
K.	Database Charges	
	LNP Query - per query	\$0.0020020
	800 Query	
	Basic, per query	\$0.0030800

¹Equivalent to Verizon's "Composite Terminating End Office Charge"