

Tariff Schedule Applicable to  
**Facilities-Based and Resold Local Exchange  
And Interexchange**

Telecommunications Services Furnished by

**Cooperative Communications, Inc.**

Between Points Within the State of Maryland

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Issued: February 19, 2009

Effective Date: April 22, 2009

Issued By: Louis A. Lombardi, Jr., Chief Operating Officer  
210 Clay Avenue  
Lyndhurst, New Jersey 07071

*MD10900*

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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 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> 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	
Title	Original	*	31	Original	*	62	Original	*
1	Original	*	32	Original	*	63	Original	*
2	Original	*	33	Original	*	64	Original	*
3	Original	*	34	Original	*	65	Original	*
4	Original	*	35	Original	*	66	Original	*
5	Original	*	36	Original	*	67	Original	*
6	Original	*	37	Original	*			
7	Original	*	38	Original	*			
8	Original	*	39	Original	*			
9	Original	*	40	Original	*			
10	Original	*	41	Original	*			
11	Original	*	42	Original	*			
12	Original	*	43	Original	*			
13	Original	*	44	Original	*			
14	Original	*	45	Original	*			
15	Original	*	46	Original	*			
16	Original	*	47	Original	*			
17	Original	*	48	Original	*			
18	Original	*	49	Original	*			
19	Original	*	50	Original	*			
20	Original	*	51	Original	*			
21	Original	*	52	Original	*			
22	Original	*	53	Original	*			
23	Original	*	54	Original	*			
24	Original	*	55	Original	*			
25	Original	*	56	Original	*			
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28	Original	*	59	Original	*			
29	Original	*	60	Original	*			
30	Original	*	61	Original	*			

\* - indicates those pages included with this filing

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**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 Business 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.

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**SECTION 1 - GENERAL, (CONT'D.)**

**1.3 Definitions**

- 1.3.1** "Carrier," "Company" or "Utility" refers to Cooperative Communications, Inc.
- 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.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

The Company offers local services to business Customers under the terms and conditions of this tariff. Long distance service is provided via resold facilities; local service is provided as either facilities-based using leased facilities or via resold services, as determined by the Company.

**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.

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**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 new residential or single line business 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** Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

**2.4.1.3** 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.

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

**2.4 Application for Service, (Cont'd.)**

**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.

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**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 Section 2.14 of this tariff.

**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** If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.

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

**2.6 Customer Deposits**

- 2.6.1** The Carrier agrees to abide by the regulations associated with nonresidential customer deposits as specified by Code of Maryland Regulations 20.30.01. as amended from time to time, and to certify to the commission annually that such deposits have been deposited in Maryland.
- 2.6.2** In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:
- 2.6.2.1** Was a customer of a Maryland utility for at least 12 months within the preceding 2 years;
  - 2.6.2.2** Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
  - 2.6.2.3** Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
  - 2.6.2.4** Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.
- 2.6.3** The Carrier agrees to abide by the regulations associated with residential customer deposits as specified by Code of Maryland Regulations 20.30.02. as amended from time to time.

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

**2.6 Customer Deposits (Cont'd.)**

- 2.6.4** In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:
- 2.6.4.1** Was a customer of a Maryland utility within the preceding 2 years;
  - 2.6.4.2** Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
  - 2.6.4.3** Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and
  - 2.6.4.4** Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.
- 2.6.5** Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.
- 2.6.6** Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) or COMAR 20.30.02.04 (for residential customers) as appropriate.

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

**2.7 Late Payment Charges**

- 2.7.1** The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.
- 2.7.2** Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.7.3** The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.
- 2.7.4** Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1) and 20.30.03.01B(1).

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

**2.8 Customer Complaints and Billing Disputes**

**2.8.1** Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

**2.8.2** Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

Office of External Relations  
Maryland Public Service Commission  
6 St. Paul Street  
Baltimore, MD 21202

410-767-8028 (Office of External Relations)  
410-767-8000 (Main PSC number)  
1-800-492-0474 (Toll-free PSC number)

**2.8.3** The Company provides the following toll free number 1-888-274-7619 for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

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

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

**2.9 Allowance for Interruptions in Service**

**2.9.1** 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.

**2.10 Taxes and Fees**

**2.10.1** All state and local taxes and fees shall be listed as separate line items on the customer's bill.

**2.10.2** If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

**2.10.3** Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

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

**2.11 Returned Check Charge**

The charge for a returned check is twenty-five dollars (\$25.00).

**2.12 Directory Assistance Call Allowance**

Residential customers shall receive four free directory assistance calls per month with two requests per call. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

**2.13 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.)**

**2.14 Termination of Service**

**2.14.1 Denial of Service Without Notice**

The Company may discontinue service without notice for any of the following reasons:

- 2.14.1.1** Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- 2.14.1.2** Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.1.3** Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.14.1.4** Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.14.1.5** Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

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

**2.14 Termination of Service, (Cont'd.)**

**2.14.2 Denial of Service Requiring Notice**

**2.14.2.1** The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:

**2.14.2.1.A** Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.

**2.14.2.1.B** Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.

**2.14.2.1.C** Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.

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

**2.14 Termination of Service, (Cont'd.)**

**2.14.2 Denial of Service Requiring Notice, (Cont'd.)**

**2.14.2.1 (Cont'd.)**

**2.14.2.1.D Non-payment of Bill**

**2.14.2.1.D.1** For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.

**2.14.2.1.D.2** In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.

**2.14.2.1.D.3** Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

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

**2.14 Termination of Service, (Cont'd.)**

**2.14.2 Denial of Service Requiring Notice, (Cont'd.)**

**2.14.2.1 (Cont'd.)**

**2.14.2.1.D Non-payment of Bill, (Cont'd.)**

**2.14.2.1.D.4** Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

**2.14.2.1.D.5** Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

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

**2.14 Termination of Service, (Cont'd.)**

**2.14.3 Insufficient Reasons for Denial of Service**

**2.14.3.1** The following may not constitute cause for refusal of service to a present or prospective customer:

**2.14.3.1.A** Failure of a prior customer to pay for service at the premises to be serviced;

**2.14.3.1.B** Failure to pay for a different class of service for a different entity;

**2.14.3.1.C** Failure to pay the bill of another customer as guarantor of that bill;

**2.14.3.1.D** Failure to pay directory advertising charges;

**2.14.3.1.E** Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or

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

**2.14 Termination of Service, (Cont'd.)**

**2.14.3 Insufficient Reasons for Denial of Service, (Cont'd.)**

**2.14.3.1 (Cont'd.)**

**2.14.3.1.F** Failure to pay an outstanding bill that is over 7 years old, unless the:

**2.14.3.1.F.1** Customer signed an agreement to pay the outstanding bill before the expiration of this period;

**2.14.3.1.F.2** Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

**2.14.3.1.F.3** Outstanding bill is for service obtained by the customer by means of an application made:

- (i)** In a fictitious name,
- (ii)** In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
- (iii)** In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
- (iv)** Without disclosure of a material fact or by misrepresentations of a material fact.

**2.14.3.2** This regulation applies to both residential and nonresidential classes of service.

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

**PROVISION OF SERVICE AND FACILITIES**

**2.15 Unlawful Use of Service**

**2.15.1** 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:

**2.15.1.1** 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

**2.15.1.2** 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.

**2.15.2** 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.

**2.16 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.)**

**2.17 Telephone Solicitation by Use of Recorded Messages**

**2.17.1** 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.

**2.18 Incomplete Calls**

**2.18.1** There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

**2.19 Overcharge/Undercharge**

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

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

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**SECTION 3 - DESCRIPTION OF SERVICES****3.1 Trial Services**

**3.1.1** The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

**3.2 Promotional Offerings**

**3.2.1** The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval. The Company may file a promotional offering on one days notice to the Commission.

**3.3 Individual Case Basis (“ICB”) Offerings**

**3.3.1** 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.

**3.4 Customized Pricing Arrangements (“CPAs”) Offerings**

**3.4.1** The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer and the contract filed (can be under seal) with the Commission.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.5 Local Exchange Access Service****3.5.1 General**

Local Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

**3.5.1.1** receive calls from other stations on the public switched telephone network;

**3.5.1.2** access other services offered by the Company as set forth in this tariff;

**3.5.1.3** access certain intrastate, interstate and international calling services provided by the Company;

**3.5.1.4** access the Company's operators and business office for service related assistance;

**3.5.1.5** access emergency services by dialing 0- or 9-1-1; and

**3.5.1.6** access service provided by other common carriers which purchase the Company's Switched Access Services as provided under the Company's tariffs, or which maintain other types of traffic exchange arrangements with the Company.

Local Exchange Access Service cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company.

Calls to numbers "NXX 976-LIKE" will also be blocked unless otherwise specified by the Customer at the time service is ordered. Should a customer request unblocking for access to the caller-paid information service, the Company will bill and collect on behalf of the telephone companies' information provider holding the customer fully liable for all charges incurred for the use of the information provider's service.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.5 Local Exchange Access Service, (Cont'd.)****3.5.1 General (Cont'd.)**

Each Local Exchange Access Service is delivered to a demarcation/connection block at the customer's premise. The following Local Exchange Access Services are offered:

Basic Business Line Service  
PBX Trunk Service  
DID Service  
DS-1 Service  
ISDN-Primary Rate Interface (PRI)  
Local Calling Service

**3.5.2 Basic Business Line Service**

Basic Business Line Service provides a Customer with a single, voice-grade communications channel which can be used to place and receive one call at a time. Business Lines are provided for connection of single station sets, facsimile machines or computer modems to the public switched telecommunications network.

**3.5.3 PBX Trunk Service**

PBX Trunk Service provides a Customer with a single, voice-grade communications channel which can be used to place and receive one call at a time. PBX Trunks are provided for connection of PBX Switching Equipment or similar equipment to the public switched telecommunications network.

**3.5.4 DID Service**

Direct Inward Dialing (DID) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID Service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID Service at a Customer's location. DID Service can be applied to PBX Trunk Service, DS-1 trunks, ISDN -PRI as described in this section. DID charges apply in addition to any PBX Trunk Service. DID service may require special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer. Charges for DID Number Blocks will also apply.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.5 Local Exchange Access Service, (Cont'd.)****3.5.5 DS-1 Service**

DS-1 service is a dedicated, high capacity, full duplex channel with line speeds of 1.544 Mbps. DS-1 Service has the equivalent capacity of 24 Voice Grade services of 24 DS-0 channels and is provided only where facilities are available and is subject to the technical limitations of the equipment used by the Company. DS-1 service is provided between a Customer's premises and a Company-designated central office.

**3.5.6 Integrated Services Digital Network – Primary Rate Interface**

ISDN Primary Rate Interface (ISDN-PRI) provides integrated digital channels for voice, data and video applications. ISDN-PRI is a dedicated T1 link to the telecommunications network for local outbound and/or DID Service. The basic channel structure is twenty-three 64 Kbps B channels and one 64 Kbps D channel. The B channels may be used to connect the PBX or ISDN compatible CPE to the public circuit switched network. The D channel carries the signaling and call set-up information for the B channels. ISDN-PRI is a service for the transmission of digital signals only. ISDN-PRI is provided within a LATA from wire centers where appropriate ISDN facilities are available, as determined by the Company's network configuration. ISDN/PRI is available only to customers who have compatible Customer Premises Equipment (CPE). This CPE equipment (hardware and software) is the responsibility of the Customer. No additional DID Trunk charges will apply when ISDN-PRI is used for DID Service. DID number charges will still apply as described in Section 3.5.4

**3.5.7 Local Calling Service**

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided Local Exchange Access Line to all other stations on the public switched telephone network within the local exchange area as defined in Section 4.1. Local Calling Service also allows Customers to presubscribe to an intraLATA/intrastate carrier and interexchange carrier. The rates set forth in Section 4.4.7 apply to all direct dialed calls completed by the Company. There are two pricing options for Local Calling.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

**3.6 Premium Local Exchange Services**

**3.6.1 General**

Premium Local Exchange Services are features and services that can be purchased in addition to the basic Local Exchange Access Services.

The following Premium Local Exchange Services are offered:

- Local Exchange Features and Services
- Listing Services
- Directory Assistance
- Operator Services

Features are available where equipment and facilities exist.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.6 Premium Local Exchange Services****3.6.2 Local Exchange Features and Services**

The following features are offered when purchased with the Company's Local Exchange Access Services as described in the preceding section.

**3.6.2.1 Blocking Features****A. Blocking Service**

Blocking Service is a feature that permits a customer to restrict his/her telephone for outgoing calls to various services.

**B. Call Block**

Call Block provides customers with a way to block incoming calls from up to a maximum of six telephone numbers. Call Block routes calls to a standard announcement.

**C. Per Call Blocking**

The calling party can prevent the number and name from appearing on the called party's Caller ID or Caller ID with Name display unit by dialing a special code prior to placing each call. When the calling party activates this blocking feature, the called party will notice that a privacy indicator, instead of the telephone number or the name, will appear on the Caller ID or Caller ID with Name display unit unless ACR is activated.

**D. Per Line Blocking**

This arrangement on a calling party's line prevents his/her number or name from appearing on the called party's Caller ID or Caller ID with Name display unit without dialing a special code prior to placing each call. When the calling party who has this feature makes a call, the called party will receive a privacy indicator on his/her Caller ID or Caller ID with Name display unit, instead of the telephone number or the name. The privacy indicator will appear unless the called party has activated ACR.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.6 Premium Local Exchange Services****3.6.2 Local Exchange Features and Services (Cont'd.)****3.6.2.2 Custom Calling Features****A. Caller ID**

Caller ID enables the display of the incoming telephone number on a Customer Premises Equipment (CPE) display device attached to the customer's telephone line.

**B. Caller ID with Name (Caller ID Deluxe)**

Caller ID with Name enables the display of the incoming calling telephone number and the main listed name associated with the calling telephone number on a Customer Premises Equipment (CPE) display device attached to the customer's telephone line.

**C. Anonymous Call Rejection (ACR)**

Anonymous Call Rejection is a feature included with Caller ID and Caller ID with Name that allows the called party to reject calls from parties that have used blocking to prevent the display of their telephone numbers or main listed name to Caller ID or Caller ID with Name subscribers. The customer via an activation and deactivation code controls ACR. When ACR is activated, all calls that are blocked are routed to a standard announcement.

**D. Call Forwarding**

Call Forwarding enables all incoming calls to be forwarded to another telephone number when activated by dialing a code and the telephone number to which the calls are to be forwarded. Another code is dialed for deactivation. The Call Forwarding customer is responsible for the payment of any applicable message unit charge or direct distance dialed charge for each call between his/her Call Forwarding telephone number and the telephone to which the call is being forwarded.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.6 Premium Local Exchange Services****3.6.2 Local Exchange Features and Services (Cont'd.)****3.6.2.2 Custom Calling Features (Cont'd.)****E. Call Forwarding, Busy Line**

Call Forwarding, Busy Line allows all calls to a line showing a busy condition to be automatically forwarded to another line as specified by the subscriber at the time that the feature is installed. Local message or toll charges generated by the forwarded call will be charged to the subscriber.

**F. Call Forwarding, Don't Answer**

Call Forwarding, Don't Answer allows all calls to a line that does not answer, after a designated number of rings, to be automatically forwarded to another line as specified by the subscriber at the time that the feature is installed. Local message or toll charges generated by the forwarded call will be charged to the subscriber.

**G. Call Forwarding, Busy Line/DNA**

Call Forwarding, Busy Line, Don't Answer allows all calls to a line showing a busy condition or a line that does not answer, to be automatically forwarded to another line as specified by the subscriber at the time that the feature is installed. Local message or toll charges generated by the forwarded call will be charged to the subscriber.

**H. Select Forward**

Select Forward provides customers with a way to forward incoming calls from up to a maximum of six calling telephone numbers to another telephone number.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.6 Premium Local Exchange Services****3.6.2 Local Exchange Features and Services (Cont'd.)****3.6.2.2 Custom Calling Features (Cont'd.)****I. Remote Call Forwarding**

Remote Call Forwarding is a Central Office feature that allows a customer to permanently forward his line number to a distant termination number. Each feature allows for forwarding of one call at a given time. An additional feature is required for each additional call to be forwarded simultaneously. Local message or toll charges generated by the forwarded call will be charged to the subscriber.

**J. Forward Plus**

Forward Plus is a feature that combines Call Forwarding with remote access capability. The customer will dial a remote access directory number and be guided by voice prompts to enter the call forward destination number and other required information, including a PIN (personal identification number). Local message or toll charges generated by the forwarded call will be charged to the subscriber.

**K. Ring Cycle**

Ring Cycle is the number of rings, as specified, by the customer, before a line will forward on a don't answer condition.

**L. \*69 or Return Call**

\*69 automatically provides a voice statement of the telephone number of the most recent incoming call and, when activated, then dials the telephone number.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.6 Premium Local Exchange Services****3.6.2 Local Exchange Features and Services (Cont'd.)****3.6.2.2 Custom Calling Features (Cont'd.)****M. Authorization Codes**

Authorization Codes on a line require a customer to dial additional digits in order to place a call. There are two types of auth codes: verified and nonverified. Verified codes require the correct code to be entered before the call is completed. Nonverified codes require only the correct number of digits to be entered before the call is completed. The available length of digits for the codes include 2, 3, 4 or 7 digits.

There is no charge to change authorization codes.

**N. Call Hold**

Call Hold permits a customer to hold any call in progress by dialing a code. When the first call is held, another call may be placed over the same line.

**O. Call Restriction**

Call Restriction limits access to outgoing calls to just the local calling area. It is available only where facilities exist. Customers may also dial 0+ and 0-for calling card calls, collect calls and third number calls. 700/900 calls are not allowed.

**P. Call Waiting**

Call Waiting is an arrangement providing audible tone signaling over an existing connection to indicate an incoming call. The calling party hears a regular ringing signal. By pressing the switch hook, the call waiting customer can hold the established call, answer the second call and alternate between the two.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.6 Premium Local Exchange Services****3.6.2 Local Exchange Features and Services (Cont'd.)****3.6.2.2 Custom Calling Features (Cont'd.)****Q. Tone Block**

Tone Block allows subscribers with Call Waiting and Caller ID Manager with Name to deactivate Call Waiting and Caller ID Manager with Name during a call in progress. When Tone Block is activated, all subsequent incoming calls will receive a busy signal.

**R. Deny Usage**

A customer may request, at no additional charge, to deny usage capability on the telephone line for Repeat Dialing or \*69.

**S. Distinctive Ring**

Distinctive Ring is a service that enables a customer to have one or two additional local telephone numbers assigned to an existing line. Each number will have a distinctive ring pattern that permits the customer to distinguish incoming calls and the number that was called.

**T. Ground Start**

Ground Start is a method of signaling on customer lines in which one side of the 2-wire line is momentarily grounded to get dial tone. Company assumes no liability for the limitations of the CPE equipment. It is offered where facilities permit.

**U. Hunting**

Hunting permits additional exchange access lines to be arranged in a series with the main service thus providing for incoming calls to be completed on the first vacant line (hunting) in a series so wired.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.6 Premium Local Exchange Services****3.6.2 Local Exchange Features and Services (Cont'd.)****3.6.2.2 Custom Calling Features (Cont'd.)****V. Priority Call**

Priority Call provides a way to distinguish up to a maximum of six calling telephone numbers from all others by using a distinctive alerting signal.

**W. Repeat Dialing or Repeat Call**

Repeat Dialing and Repeat Call automatically redials the last outgoing telephone number dialed by the customer.

**X. Speed Dialing**

Speed Dialing provides for the calling of a seven or ten-digit telephone number by dialing only a few digits. Two arrangements are available: eight number capacity and a thirty number capacity.

**Y. Three-Way Calling**

Three-Way Calling permits an existing call to be held and a third telephone number to be dialed and added to the connection. Each call will have usage sensitive rates charged based on destination.

**Z. Three-Way Call Transfer**

Three-Way Call Transfer allows customers to transfer incoming calls to another party, thus freeing their line to initiate or receive other calls. This feature also enables the customer to add a third party to a call in progress and, after establishing the three-way conference, to drop off the call without disconnecting the remaining end users.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.6 Premium Local Exchange Services****3.6.3 Listing Services**

For each Customer of Company provided Local Exchange Access Service, the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(s) published by the dominant Local Exchange Carrier in the area.

The following rules and charges apply to listings in the white pages of the telephone directory and to the Directory Assistance records. Additional regulations for both the Directory Listing and the Directory Assistance records can be found in the Verizon Maryland Inc. P.S.C.-Md-No. 203 tariff, Section 4. These regulations will apply to all Customers of the Company.

Only information necessary to identify the Customer is included in the listings. The Company may use abbreviations in listings. The Company may reject a listing, which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when a different address or telephone number is used.

**3.6.3.1 Primary (Published) Listings**

The Primary (Published) listing consists of the following: -The name under which a business is conducted by the Customer

- The address of the Customer
- The main telephone number of the Customer

This information will appear in the white pages of the Local Telephone Directory and the Directory Assistance Database.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.6 Premium Local Exchange Services****3.6.3 Listing Services (Cont'd.)****3.6.3.2 Captioned or Indented Listings**

The Customer may request captioned or indented listings when:

- Two or more listings are needed, e.g., the listing of different departments or members of the firm or corporation.
- A number of customers are furnished service at a location which is readily identified by the public by name, such as airport, shopping center, and additional listings of the Customer is desired under the appropriate caption.

The indented form of listing may be provided where a Customer requires only two listings, and the name of the second listing would be a repetition of the first listing, such as his/her business service.

**3.6.3.3 Non-Published Listing**

Non-published service means that the Customer's telephone number is not listed in the local telephone directory, nor does it appear in the Directory Assistance Records. This service is subject to the rules and regulations for E911 service, where applicable. The Company will complete calls to a non-published number only when the caller dials direct or gives the operator the number. No exceptions will be made, even if the caller says it is an emergency. If a published listing is desired at a later date, there may be a delay in publishing the listing.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

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.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

**3.6 Premium Local Exchange Services**

**3.6.3 Listing Services (Cont'd.)**

**3.6.3.4 Non-Listed Listing**

Non-listed service means that the Customer's telephone number is not listed in the local telephone directory, but it does appear in the Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable. The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

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-listed service or the disclosing of said number to any person.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

**3.6 Premium Local Exchange Services**

**3.6.3 Listing Services (Cont'd.)**

**3.6.3.5 Additional Listing**

**A. Duplicate Listing**

A listing of another name by which a customer is known such as abbreviated name, a name commonly spelled in more than one way or a name consisting of several words, which the public commonly rearranges.

Cross Reference is a type of Duplicate Listing. It refers to the name under which a complete listing is shown. Cross Reference can be temporary caused by a change of ownership or firm name, which may be shown with a reference to the successor.

**B. Alternate Telephone Number Listing**

A listing that 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.

**C. Foreign Listing**

Any of the types of additional listings covered herein may be provided in a different directory or in the same directory under a different geographical heading from that under which the Customer is normally listed.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

**3.6 Premium Local Exchange Services**

**3.6.4 Directory Assistance Services**

3.6.4.1 Directory Assistance calls provide for identification of telephone directory numbers, via an operator or automated platform. Customers can request up to two numbers per call. A Directory Assistance charge applies per directory assistance call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. National refers to the 50 United States of America dialed using 411.

3.6.4.2 Directory Assistance Call Completion is an optional service provided to users of directory assistance service where users may choose to have a call completed by the directory assistance operator to the telephone number requested. The Directory Assistance Call Completion charge applies in addition to the Directory Assistance per call charge.

3.6.4.3 Automated Directory Service is an automated customer name and address listing service, which provides name and address information for Verizon-Maryland published telephone numbers.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.6 Premium Local Exchange Services****3.6.5 Operator Services**

Provides for live or automated operator treatment when a Customer dials "0+" or "0-." Operators are available to assist Customers with completing calls.

Operator Services can be used to assist the Customer in routing or billing for a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party. Operator Services also includes verification and emergency interrupt service. Verification service aids the subscriber with legitimate call completion problems. The operator will verify and provide the line status condition of the requested line. Emergency interrupt service aids the customer by having the busy line cleared if an emergency situation exists.

**3.6.5.1 Definitions**

0+ Calls: Customer dials zero plus the desired number and gives his Calling Card number or Special Toll billing number to the operator verbally.

0++ Calls: Customer dials zero plus the desired number plus his Calling Card number (from stations equipped with Touchtone dialing).

0-Calls: Customer dials zero only and requests that the operator dial the desired number. The Customer gives his Calling Card or Special Toll billing number to the operator verbally.

Busy Line Verification Service: Upon customer notification, the operator will check the status of a called busy number. This service is subject to a charge for each request.

Collect: The operator is requested to bill the charges to the called number and obtains acceptance thereof.

Customer Requested Interrupt Service: Upon customer request, the operator will verify the line status condition and interrupt a call in progress to notify the party on the call that another caller is attempting to contact the line. This service is subject to a charge for each request, unless a trouble condition is indicated on the line. The charge will apply even though the interrupted party refuses the call. No charge will apply from official Public Emergency Agencies. Charges may be billed to a Calling Card or to a Third Number.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

**3.6 Premium Local Exchange Services**

**3.6.5 Operator Services (Cont'd.)**

**3.6.5.1 Definitions (Cont'd.)**

Person-to-Person: Calls completed with the assistance of an operator to a person, station, department, or PBX extension specified by the calling party. Charge may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or designated third-party stations.

Station-to-Station: Refers to calls other than the person-to-person calls billed to either the end user's commercial credit card and/or LEC calling card. Calls may be dialed with or without the assistance of an operator. Collect calls to coin telephones and transfers to third-party telephones which are coin telephones, will not be accepted. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or designated third-party stations.

Third Number: The operator is requested to bill the charges for a call to a number other than that of the calling or called party.

Time and Charges: The operator is requested to inform the calling party of the elapsed time and applicable charges.

Other Operator Assisted: Operator assistance is requested by the calling party for any other reason not listed above.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.7 Message Telecommunications Services****3.7.1 Direct Distance Dialing**

Direct Distance Dialing (DDD) Services are available from the Company pursuant to terms, conditions, regulations and rates as provided in this tariff. DDD is an outbound service and is offered for both IntraLATA and InterLATA calling outside the local calling area. Service is available for use by Customers twenty-four (24) hours a day. DDD enables a User of an exchange access line to place calls to any station on the domestic public switched telecommunications network in the form of NPA-NXX-XXXX.

Customers may arrange for IntraLATA and InterLATA service from the interexchange carrier(s) of their choice. Customers may choose the Company as their carrier for IntraLATA calls and interLATA calls.

Each Direct Distance Dialing call is billed for a minimum period of 30 seconds, then each additional 6 seconds thereafter.

**3.7.2 Toll Free Service**

Toll Free Services are available from the Company pursuant to the Terms, Conditions, Regulations and Rates as provided in this Tariff. Toll Free is offered for both IntraLATA and InterLATA calling. Toll Free Service enables a Customer to receive calls from any station on the domestic public switched telecommunications network in the form of 800-NXX-XXX (Toll Free Exchanges such as 800, 855, 866, 877 and all codes designated as Toll Free by the public switched network).

Each Toll Free Service call is billed to the Customer for a minimum period of 30 seconds, then each additional 6 seconds thereafter.

**3.7.3 Calling Card**

Calling Card is a service available from any tone dialing station on the public switched telecommunications network that permits calling with the use of a calling card for billing purposes. The Calling Card user dials an access number (usually a toll free number), the number being called and an authorization code with a PIN (personal identification number). The user is assessed a per minute charge, per call, billed an initial minimum period of 30 seconds, and then each additional 6 seconds thereafter.

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**SECTION 4 - RATES AND CHARGES****4.1 Calculation of Rates**

**4.1.1** Rates for services that include a distance component 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 Verizon Maryland, Inc. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.

**4.1.2** Timing of calls begins when the call is answered at the called station. 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.

**4.2 Dial-Around Compensation Surcharge for Payphones**

**4.2.1** A Dial-Around Compensation Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. The Surcharge applies to:

- A. Calling card service
- B. Collect calls
- C. Third party billed
- D. Directory Assistance calls
- E. Pre-paid card service

**4.2.2** The Surcharge does not apply to:

- A. Calls paid for by inserting coins
- B. Calls placed from stations other than public/semi-public payphones
- C. Calls placed to the Maryland Telecommunications Relay Service for the hearing impaired
- D. Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.

**4.2.3** The Dial Around Compensation Surcharge rate is \$0.50 per call.

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)****4.3 Local Service Provider Freeze**

- 4.3.1** The Company will make available a local service provider freeze to all residence and business customers on a nondiscriminatory basis at no charge to the end user. This freeze prevents a change in the end user's local service provider unless the end user gives the carrier from whom the freeze was requested his or her express consent.
- 4.3.2** End users may request a freeze on their local service provider as a means of protection from unauthorized changes. In establishing a freeze, carriers must follow the verification procedures for preferred carrier freezes of the Federal Communications Commission ("FCC") (e.g., independent 3rd party verification, written letter of agency from customers, electronic authorization).
- 4.3.3** The Company will accept a customer's written or oral authorization, including a three-way call with the customer, the Company and the new local service provider selected by the customer, to lift a freeze previously imposed by the customer on his or her choice of local service provider. In accordance with federal regulations, when engaged in oral authorization to lift a local service provider freeze, the Company must confirm appropriate customer identification data and the customer's intent to lift the freeze. Carriers will impose and lift the freeze in accordance with the then applicable provisions of the federal regulations, the current provisions of which appear at Title 47, Part 64 of the Code of Federal Regulations, 47 C.F.R. 64.1190. Carriers must still follow the verification procedures of the FCC for changing preferred carriers (e.g., independent 3rd party verification, written letter of agency from customers, electronic authorization).

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)****4.4 Local Exchange Access Service****4.4.1 Basic Business Line Service Rates and Charges**

	Monthly Recurring Rate	Nonrecurring Charge
Rate Group A Exchanges:		
Initial Line	\$15.29	\$99.50
Each Additional Line	\$15.29	\$41.00
Rate Group B Exchanges:		
Initial Line	\$17.79	\$99.50
Each Additional Line	\$17.79	\$41.00

**4.4.2 PBX Trunk Rates and Charges**

	Monthly Recurring Rate	Nonrecurring Charge
Rate Group A Exchanges:		
Initial Trunk	\$15.29	\$99.50
Each Additional Trunk	\$15.29	\$41.00
Rate Group B Exchanges:		
Initial Trunk	\$17.79	\$99.50
Each Additional Trunk	\$17.79	\$41.00

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)****4.4 Local Exchange Access Service (Cont'd.)****4.4.3 DID Number Rates and Charges**

	Monthly Recurring Rate	Nonrecurring Charge*
First 20 DID numbers	\$20.00	\$0.00
Each additional block of 20 Numbers	\$20.00	\$0.00

\*Non-Recurring charges for DID numbers are \$0.00 if installed with the DID Trunks. If DID numbers are installed at a later date, a \$99.50 charge will apply per service order.

**4.4.4 DID Trunk Rates and Charges**

	Monthly Recurring Rate	Nonrecurring Charge
Initial Trunk	\$45.00	\$99.50
Each Additional Trunk	\$45.00	\$99.50

**4.4.5 DS-1 Service Rates and Charges**

DS-1 Service rates are assessed per DS-1 circuit and are based on mileage.

	Monthly Recurring Rate	Nonrecurring Charge
Per DS-1 Circuit	\$359.00	\$559.00

**4.4.6 ISDN Rates and Charges**

	Monthly Recurring Rate	Nonrecurring Charge
ISDN PRI	\$390.00	\$559.00

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)****4.4 Local Exchange Access Service (Cont'd.)****4.4.7 Local Calling Service Rates and Charges - Message Units**

Within Local Calling Area:	Per Message Unit
Switched Access Customers	\$0.1065
Dedicated Access Customers	\$0.1065

One local message unit applies for the initial period. The initial period for a local message unit is five minutes or fraction thereof.

One local message unit applies to each overtime period. Each overtime period is five minutes or fraction thereof.

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)****4.5 Local Exchange Features and Services****4.5.1 Blocking Features**

	Initial Monthly	Additional Monthly	Non- Recurring
<b>Blocking Service:</b>			
700/900 Block	\$0.00	\$0.00	\$0.00
Local Toll Block	\$0.00	\$0.00	\$0.00
Long Distance Block	\$0.00	\$0.00	\$0.00
International Block	\$0.00	\$0.00	\$0.00
Call Block, per line	\$5.00	\$5.00	\$0.00
Per Call Blocking, per call	\$0.00	\$0.00	\$0.00
Per Line Blocking	\$0.00	\$0.00	\$0.00

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)****4.5 Local Exchange Features and Services (Cont'd.)****4.5.2 Custom Calling Features**

	Initial Monthly	Additional Monthly	Non- Recurring
Caller ID, per line	\$9.75	\$9.75	\$0.00
Caller ID with Name (Caller ID Deluxe), per line	\$10.93	\$10.93	\$0.00
Anonymous Call Rejection, per line	\$3.45	\$3.45	\$0.00
Call Forwarding, per line	\$4.50	\$4.50	\$0.00
Call Forwarding, Busy Line, per line	\$4.50	\$4.50	\$0.00
Call Forwarding, Don't Answer, per line	\$4.50	\$4.50	\$0.00
Call Forwarding, Busy Line, DNA, per line	\$4.50	\$4.50	\$0.00
Select Forward, per line	\$4.50	\$4.50	\$0.00
Remote Call Forwarding, per path per line	\$19.00	\$19.00	\$10.50
Forward Plus, per line	\$6.90	\$6.90	\$0.00
Ring Cycle, per line	\$0.00	\$0.00	\$0.00
*69 or Return Call, per line	\$5.18	\$5.18	\$0.00
Authorization Codes, per line	\$0.00	\$0.00	\$0.00
Call Hold, per line	\$1.50	\$1.50	\$0.00
Call Restriction, per line	\$10.50	\$10.50	\$0.00
Call Waiting, per line	\$4.60	\$4.60	\$0.00
Tone Block, per line	\$0.00	\$0.00	\$0.00
Deny Usage, per line	\$0.00	\$0.00	\$0.00
Distinctive Ring, per line	\$7.48	\$7.48	\$0.00
Ground Start, per line	\$5.00	\$5.00	\$0.00
Hunting, per line	\$0.00	\$0.00	\$0.00
Priority Call, per line	\$3.50	\$3.50	\$0.00
Repeat Dialing or Repeat Call	\$2.88	\$2.88	\$0.00
Speed Dialing			
Per Line, 30 Numbers	\$5.18	N/A	\$0.00
Per Line, 8 Numbers	\$2.30	N/A	\$0.00
Three-Way Calling	\$4.60	\$4.60	\$0.00
Three-Way Call Transfer	\$4.60	\$4.60	\$0.00

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)**

**4.6 Listing Services**

	<b>Monthly Recurring Charge</b>	<b>Non-Recurring Charge</b>
Primary (Published) Listing	\$2.35	\$0.00
Captioned Listings	\$2.35	\$0.00
Indented Listing	\$2.35	\$0.00
Non-Published Listing	\$1.89	\$0.00*
Non-Listed Listing	\$1.72	\$0.00*
Additional Listing	\$2.35	\$0.00*

\*A service order charge of \$20.19 will also apply, if not ordered at the time of initial service installation.

**4.7 Directory Assistance Services**

	Per Call Charge
Directory Assistance Call (Local)	\$0.95
National Directory Assistance Call	\$1.50
Directory Assistance Call (IntraLATA)**	\$0.64
Directory Assistance Call Completion	\$0.30
Automated Directory Assistance	\$0.75

\*\* Dialed using NPA-555-1212

**4.8 Operator Services – Service Charges**

	Per Call or Request
0+, 0++ for Calling Card or Special Toll Billing	\$0.60
0- for Calling Card or Special Toll Billing, Collect, Third Number, Time and Charges, Busy Line Verification, and all other Operator Assisted Calls (except Person-to-Person and Customer Requested Interrupt Service)	\$2.50
Person-to-Person	\$4.50
Customer Requested Interrupt Service	\$2.50

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)****4.9 Message Telecommunications Services****4.9.1 Direct Distance Dialing**

	Rate Per Minute
IntraLATA Intrastate	
Switched Access Customers	\$0.0611
Dedicated Access Customers	\$0.0496
InterLATA Intrastate	
Switched Access Customers	\$0.0611
Dedicated Access Customers	\$0.0496

**4.9.2 Toll Free Service****4.9.2.1 Intrastate Toll Free Schedule**

	Rate Per Minute
Switched Access Customers	\$0.1441
Dedicated Access Customers	\$0.0864

**4.9.2.2 Toll Free Miscellaneous Charges**

	Monthly Recurring Rate	Nonrecurring Charge
Monthly Service Charge Per Toll Free Number	\$5.00	\$0.00
Toll Free Number Listing	\$20.00	\$0.00
Transfer of Call Message	\$165.00	\$0.00
Change of Toll Free Termination Number	\$0.00	\$25.00
Area Code Selection Feature	\$0.00	\$25.00
Service Order Charge	\$0.00	\$10.00

**4.9.3. Calling Card**

	Rate Per Minute
Intrastate Calling	\$0.19

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)****4.10 Service Charges****4.10.1 Service Order Charge**

Service Order Charges apply to the receipt, recording and processing of customer orders for work to be done.

	Non-Recurring Charge, Per Service Order
Order New or Additional Exchange Access Lines	\$40.00
Order a Move or Change Existing Service and Equipment	\$20.00
Order New or Additional Features and Equipment	\$20.00
Record Type Only Changes	\$15.00

**4.10.2 Service Connection Charge**

Service Connection Charges apply for the work associated with the installation of exchange access lines from the serving central office up to and including the rate demarcation point on the customer's premises.

These work functions include, but are not limited to, central office cross connect work, work done with distribution facilities outside of the central office and connection of drop wire to the network interface device at the customer's premise.

	Non-Recurring Charge, Per Line
Connect New or Additional Exchange Access Lines	\$40.00
Change Existing Exchange Access Lines or Install Features	\$6.00

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)****4.10 Service Charges (Cont'd.)****4.10.3 Premise Visit Charge**

Premise Visit Charge applies for visiting the customer's premises to perform the work requested up to and including the network interface device and includes travel time to such premises.

	Non-Recurring Charge
First Hour for a Premise Visit	\$120.00
Each Additional ½ Hour for a Premise Visit	\$37.50

All wire and equipment charges are in addition to any premise visit charge.

**4.10.4 Suspension of Service**

A Suspension of Service charge applies to the disconnection or the restoration of suspended service and facilities because of non-payment of bills. The customer may be required to provide a deposit at the time of service restoration.

	Non-Recurring Charge
Suspension of Service, Per Line	\$13.25

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**SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION****5.1 General**

IntraLATA toll presubscription is a procedure whereby an end user may select and designate an IntraLATA Toll Provider (“ITP”) to access IntraLATA toll calls without dialing an access code. The end user may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user preferred IntraLATA toll provider.

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

An ITP must use Feature Group D (“FGD”) Switched Access Service to qualify as an IntraLATA toll provider. All ITPs must submit a Letter of Intent (“LOI”) to the Company at least twenty days prior to the IntraLATA toll-presubscription-conversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.

Selection of an ITP by an end user is subject to the terms and conditions in Section 5.2.

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**SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)****5.2 Presubscription Charge Application****5.2.1 Initial Free Presubscription Choice for New Users**

New end users (including an existing customer who orders an additional line) who subscribe to service will be asked to select a primary ITP when they place an order for Company Exchange Service. If a customer cannot decide upon an IntraLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA toll calls. The free selection period available to new end users is the period within thirty days of installation of the new service.

Initial free selections available to new end user are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.
3. Following a new end user's or Pay Telephone Service Provider's free selections, any change made more than 30-days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5.6.1 following.

**5.2.2 Charge for IntraLATA Toll Presubscription**

After expiration of the initial free presubscription choice period for new customers, as specified above, or existing customers, the end user or ITP will be assessed an IntraLATA Toll presubscription charge as specified in 5.7.1.

**5.2.3 Cancellation of IntraLATA Toll Presubscription by an ITP**

If an ITP elects to discontinue Feature Group D service after implementation of the IntraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users that it is canceling its Feature Group D service, request that the end user select a new ITP and state that the canceling ITP will pay the PIC change charge. The ITP must provide written notification to the Company that this activity has taken place.

**SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)**

**5.3 End User/Pay Telephone Service Provider Charge Discrepancy (“Anti-Slamming Measure”)**

**5.3.1** When a discrepancy is determined regarding an end user’s designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described:

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

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

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**SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)****5.3 End User/Pay Telephone Service Provider Charge Discrepancy (“Anti-Slamming Measure”), (Cont’d.)****5.3.2 Verification of Orders for Telemarketing**

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

**5.3.2.1** The ITP has obtained the customer’s written authorization to submit the order that explains what occurs when a PIC is changed and confirms:

**5.3.2.1.A** The customer’s billing name and address and each telephone number to be covered by the PIC change order;

**5.3.2.1.B** The decision to change the PIC to the ITP; and

**5.3.2.1.C** The customer's understanding of the PIC change fee; or

**5.3.2.2** The ITP has obtained the customer’s electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or

**5.3.2.3** An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer’s oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the customer’s date of birth or social security number).

**5.3.3** The Company will follow the Federal Communications Commission’s and the Maryland Public Service Commission’s regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.

**5.3.4** The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. There is no reason a carrier may refuse to release a customer who has stated their intent to select a different carrier.

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**SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)****5.4 IntraLATA Preferred Carrier Freeze Selection**

The Company will offer a preferred carrier freeze option to all customers on a nondiscriminatory basis regardless of the customer's carrier selection at no charge to the end user. The preferred carrier freeze option prevents a change in the end-user's IntraLATA toll provider unless the end users request a change in carrier.

End users may request a preferred carrier freeze on their IntraLATA toll service as a means of protection from unauthorized IntraLATA PIC changes. The Company will only accept preferred carriers freezes either orally or in writing from end users. The preferred carrier freeze will be offered on a per line basis.

The Federal Communications Commission and the Maryland Public Service Commission accepted the use of three-way calls to remove PIC freezes when the customer's IntraLATA toll presubscription choice has been frozen. Carriers must still follow the verification procedures for PIC changes of the Federal Communications Commission (e.g., independent 3<sup>rd</sup> party verification, written letter of agency from customer, electronic authorization) and the Maryland Public Service Commission. The carriers will impose and/or lift preferred carrier freeze request in accordance with Chapter 1 of Title 47 of the Code of Federal Regulation, Section 64.1190.

The customer owns the exclusive right to select the PIC freeze option on a per line basis, and may choose to unfreeze their PIC at any time in order to migrate from one carrier to another at any time. There is no reason a carrier may refuse to remove a PIC freeze from the line of a customer who has stated their intent to select a different carrier.

**Marketing of PIC Freeze Option**

The Company will not market the PIC freeze option to Customers within a 90-day period after implementation, i.e., 90 days following the Effective Date of this tariff. However, the freeze option is available during that period on Customer request.

**SECTION 5 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)**

**5.5 Informational Notice to Customers**

The Company will provide written notification to customers of their IntraLATA presubscription options and rights within 30 days of subscribing for service.

**5.6 Rates and Charges**

**5.6.1** Charge for ITP Carrier Change, per line or trunk \$ 5.00

**5.6.2** Unauthorized PIC Change Charge, per line or trunk \$5.00

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