

CAP Services

**CITYNET PENNSYLVANIA, LLC
COMPETITIVE ACCESS PROVIDER**

Regulations and Schedule of Intrastate Charges

The Company' tariff is in concurrence with all applicable State and Federal Laws (Including, but not limited to, 52 Pa. Code, 6 Pa. C.S. and the Telecommunications Act of 1996, and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

ISSUED: May 10, 2006

EFFECTIVE: May 12, 2006

Issued By:
James R.J. Martin II, President
113 Platinum Drive
Bridgeport, West Virginia 26330

CAP Services

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CHECK SHEET

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

| | |
|------------------------------|-----|
| To signify increased rate | (I) |
| To signify decreased rate | (D) |
| To signify all other changes | (C) |

TARRIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand 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 pages 12 and 13 would be 12.1.

Page Revision Numbers - Revision numbers also appear in the upper right hand corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th version Page 12 cancels the 3rd version Page 12. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

Paragraph Numbering Sequence - There is eight levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).i.
- 2.1.1.A.1.(a).i.1.

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. All revision made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

CAP Services

GENERAL REGULATIONS

1.1 APPLICATION OF TARIFF

This tariff contains regulations, rates and charges applicable to the provision of competitive access services by Citynet Pennsylvania, LLC in the service territory of Verizon Pennsylvania Inc. within the Commonwealth of Pennsylvania.

The provision of service by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

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CAP Services

SECTION 1 - DEFINITIONS (CONT'D)

1.2 DEFINITIONS

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities, which are capable of communications between terminal equipment provided by other than the Company.

COMMISSION - Pennsylvania Public Utilities Commission.

COMPANY - Citynet Pennsylvania, LLC.

CAP Services

SECTION 1 - DEFINITIONS (CONT'D)

1.2 DEFINITIONS (CONT'D)

CUSTOMER - Any individual, partnership, association, corporation or other entity, which subscribes to the services offered under this tariff, including both Interexchange Carriers and End Users.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

INTERSTATE COMMUNICATIONS - Any communications that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication, which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

CAP Services

SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.2 DEFINITIONS (CONT'D)

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

CAP Services

SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.3 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

1.3.1 Limitations of Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 1.4.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 1.4, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed, and will include such interest as might be required by Commission rules.

CAP Services

SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.3 UNDERTAKING OF THE COMPANY (cont'd)

1.3.1 Limitations of Liability (cont'd)

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense due to:
- 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - 2) Any unlawful or unauthorized use of the Company's facilities and services;
 - 3) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - 4) Breach in the privacy or security of communications transmitted over the Company's facilities;
 - 5) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph "A." of this Subsection 1.3.1.
 - 6) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

CAP Services

SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.3 UNDERTAKING OF THE COMPANY (cont'd)

1.3.1 Limitations of Liability (cont'd)

D. (cont'd)

- 7) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 8) Any noncompletion of calls due to network busy conditions;
- 9) Any calls not actually attempted to be completed during any period that service is unavailable; and
- 10) Any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

E. The Company's liability for any service or performance failure caused by an Act of God, civil commotion, strike, lockout, work stoppage or other labor difficulty; or any terrorist activity or other criminal acts; shall be governed by the Commission's rules and regulations.

F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

CAP Services

SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.3 UNDERTAKING OF THE COMPANY (cont'd)

1.3.1 Limitations of Liability (cont'd)

- G. 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.
- H. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- I. Approval of the above tariff language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

CAP Services

SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.4 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

1.4.1 General

- A. Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 1.4.2 for the part of the service that the interruption affects.
- B. The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

CAP Services

SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.4 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

1.4.1 General (Cont'd)

- C. Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.
- D. Credit Allowances received by Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

1.4.2 Limitations of Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

CAP Services

SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.4 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

1.4.2 Limitations of Allowances (cont'd)

- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

CAP Services

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Use of Service

Service may be used for any lawful purpose by the Customer or by any End User.

The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

Service may be used for any lawful purpose by the Customer or by any End User.

The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

CAP Services

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations

Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.

The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.

The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.

The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

CAP Services

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Customer-Authorized Use

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.2 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

CAP Services

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 PAYMENT FOR SERVICE RENDERED

- 2.3.1 Service is provided and billed on a monthly basis. Bills are due and payable within 20 days from the mailing date of the invoice. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.25% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.
- 2.3.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.
- 2.3.3 The Company reserves the right to assess a charge of \$10.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.7.1 below.
- 2.3.4 In the event that Customer disputes any charges, the Customer should notify the Company orally or in writing describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the dispute. In the event that the dispute cannot be resolved between the Company and the Customer, the Customer may file a complaint directed to the Bureau of Consumer Services, Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265; or may contact the Bureau at Telephone: (800) 782-1110.

CAP Services

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 DEPOSITS

2.4.1 To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. All deposit amounts, refunds and interest payments will comply with the Commission's Rules and Regulations governing telephone utilities.

2.4.2 A deposit may be required in addition to an advance payment.

2.4.3 Interest shall be paid on deposits at the rate of nine (9%) percent per year.

CAP Services

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 ADVANCE PAYMENTS

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 INSPECTION, TESTING AND ADJUSTMENT

- 2.6.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.6.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.6.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSION OR TERMINATION OF SERVICE

2.7.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.

Suspension or termination shall not be made until:

- a. At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;
- b. At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

CAP Services

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.7.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for service which have not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.
- e. Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

CAP Services

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.7.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless The Company has verified, in a manner approved by the Public Service Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

2.7.4 Termination For Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

CAP Services

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.7.4 Termination For Cause Other Than Nonpayment (cont'd)

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Permitting fraudulent use.

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.
2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored.

However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

CAP Services

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.7.4 Termination For Cause Other Than Nonpayment (cont'd)

D. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

E. Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.8 OBLIGATIONS OF THE CUSTOMER

2.8.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.8.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

CAP Services

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.8.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.8.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.8.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.8.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

CAP Services

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.8.7 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

CAP Services

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

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CAP Services

SECTION 3 - SPECIAL ACCESS SERVICE

3.1 Point-to-Point Dedicated Access Service

3.1.1 Description

Citynet's Local Point to Point service is designed for high-bandwidth voice, data, and video applications that demand the full-time availability of a dedicated service. This service uses Citynet's local SONET rings to provide point-to-point dedicated connections between two of your locations or local access to an inter-exchange carrier (IXC) point of presence (POP) at bandwidths ranging from DS-1 to OC-192.

3.1.2 Service Ordering

This section sets forth the regulations for Access Service Requests (ASR) for Dedicated Transport Service, as defined in this tariff.

The Company reserves the right to require that services offered under this tariff be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. 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.

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:

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

CAP Services

SECTION 3 - SPECIAL ACCESS SERVICE (CONT'D)

3.1 Point-To-Point Dedicated Access Service (Cont'd)

3.1.3 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the 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. Standard Interval

The Standard Interval for Switched Service will be 10 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.

B. Negotiated Interval

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 is required to complete the order); or

CAP Services

SECTION 3 - SPECIAL ACCESS SERVICE (CONT'D)

3.1 Point-To-Point Dedicated Access Service (Cont'd)

3.1.3 Access Service Date Intervals (cont'd)

- C. The Company determines that Access Service cannot be installed within the Standard 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.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

3.1.4 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 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.

CAP Services

SECTION 3 - SPECIAL ACCESS SERVICE (CONT'D)

3.2 Special Construction

3.2.1 General

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

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- B. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- C. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- D. in a quantity greater than that which the Company would normally construct; or
- E. on an expedited basis; or
- F. on a temporary basis until permanent facilities are available; or
- G. involving abnormal costs; or
- H. in advance of its normal construction; or
- I. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

3.3 Customer Acceptance

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

CAP Services

SECTION 3 - SPECIAL ACCESS SERVICE (CONT'D)

3.4 Basis of Rates and Charges

Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

- A. Nonrecurring Charges;
- B. Recurring Monthly Rates; and/or
- C. Termination Liabilities.

3.4.1 Cost Computation

Special Construction costs may include one or more of the following items to the extent that they are applicable:

- A. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
 - 1. equipment and materials provided or used;
 - 2. engineering, labor and supervision;
 - 3. transportation;
 - 4. rights of way; and shipping and delivery.

CAP Services

SECTION 3 -SPECIAL ACCESS SERVICE (CONT'D)

3.5 Obligations of the Company

The Company has certain obligations pertaining only to the provision of Dedicated Transport Service. These obligations are as follows:

3.5.1 Network Management

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

CAP Services

SECTION 3 - SPECIAL ACCESS SERVICE (CONT'D)

3.5 Obligations Of The Company (Cont'd)

3.5.2 Design of Point-to-Point Dedicated Access Service

The Company shall design and determine the routing of Point-to-Point Dedicated Access Service.

Selection of facilities and equipment in connection with providing the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

3.5.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. If the data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

CAP Services

SECTION 3 - SPECIAL ACCESS SERVICE (CONT'D)

3.6 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Point-to-Point Dedicated Access Service.

3.6.1 Recurring and Nonrecurring Charges

Recurring charges are assessed monthly in connection with providing the Dedicated Transport Service. Nonrecurring charges are one-time charges that apply for a specific work activity (e.g., installation or change to an existing service).

3.6.2 Minimum Periods

Dedicated Transport Service is provided for a minimum period of one month.

3.6.3 Moves

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

- The point of termination at the Customer's premises
- The Customer's premises

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.

A. 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.

B. 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.

CAP Services

SECTION 3 - SPECIAL ACCESS SERVICE (CONT'D)

3.6 Rates And Regulations (Cont'd)

3.6.4 Installation of Optional Features

If a separate nonrecurring charge applies for the installation of an optional feature available with Dedicated Transport Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

The charges associated with upgrades in capacity will not apply when the customer maintains the same customer premises location.

3.6.5 Service Rearrangements

Service rearrangements are changes to existing services installed that 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.

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.

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.

CAP Services

SECTION 3 - SPECIAL ACCESS SERVICE (CONT'D)

3.6 Rates And Regulations (Cont'd)

3.6.6 Calculation of Mileage

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

- A. Obtain the "V" and "H" coordinates for each rate center.
- B. Obtain the difference between the "V" coordinates of the two rate centers. Obtain the difference between the "H" coordinates.

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

- C. Square each difference obtained in B above.
- D. Add the squares of the "V" difference and the "H" difference obtained in c. above.
- E. Divide the sum of the squares obtained in D above by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the result obtained in E above. This is the rate distance in miles. (Fractional miles being considered as full miles.)

CAP Services

SECTION 3 - SPECIAL ACCESS SERVICE (CONT'D)

3.7 Service Descriptions

3.7.1 Wideband Digital Data Service (1.544 Mbps)

Wideband Digital Data Service (WDDS or DS1) is a dedicated high capacity channel used for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital signals at a transmission speed of 1.544 Mbps. Service is furnished on a full-time basis (24 hours a day. Seven days a week).

3.7.2 Rate Descriptions

There are three basic rate elements that apply to WDDS:

- Local Channel
- Interoffice Channel
- Additional Features

A. Local Channel

The Local Channel is the channel between a customer's premises and the Company (or Company service provider's) serving wire center.

B. Interoffice Channel

The Interoffice Channel is defined as the component of the service between two Company (or Company provider's) serving wire centers, or between a serving wire center and a Company-designated digital hub. There is a fixed element as well as a mileage-sensitive element. The mileage-sensitive component is based on the airline miles between serving wire centers (or digital hubs) with fractional miles rounded to the next whole mile.

C. Additional Features

Additional features may include multiplexing, clear channel capability, and Extended Superframe Format (ESF).

CAP Services

SECTION 3 - SPECIAL ACCESS SERVICE (CONT'D)

3.8 Rates and Charges

3.8.1 Wideband Digital Data Service (1.544 Mbps)

| | Installation Charges | Monthly Recurring |
|--------------------------------|-------------------------|----------------------|
| A. Local Channel | \$750.00 | \$350.00 |
| B. Interoffice Channel | | |
| 1. Fixed | | |
| Mileage Bands | | |
| 0 | \$ 0.00 | \$ 0.00 |
| Over 0 to 1 | \$ 0.00 | \$150.00 |
| Over 1 to 3 | \$ 0.00 | \$150.00 |
| Over 3 to 5 | \$ 0.00 | \$175.00 |
| Over 5 to 15 | \$ 0.00 | \$200.00 |
| Over 15 to 25 | \$ 0.00 | \$200.00 |
| Over 25 | \$ 0.00 | \$200.00 |
| 2. Mileage-Sensitive, Per Mile | | |
| Mileage Bands | | |
| 0 | \$ 0.00 | \$ 0.00 |
| Over 0 to 1 | \$ 0.00 | \$ 50.00 |
| Over 1 to 3 | \$ 0.00 | \$ 50.00 |
| Over 3 to 5 | \$ 0.00 | \$ 50.00 |
| Over 5 to 15 | \$ 0.00 | \$ 50.00 |
| Over 15 to 25 | \$ 0.00 | \$ 50.00 |
| Over 25 | \$ 0.00 | \$ 50.00 |
| 3. Additional Features | | |
| Multiplexing | | |
| DS1 to Voice | \$ 0.00 | \$250.00 |
| DS1 to DS0 | \$ 0.00 | \$300.00 |

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CAP Services

SECTION 3 - SPECIAL ACCESS SERVICE (CONT'D)

3.9 Service Transfer Charges

3.9.1 Description

Service Transfer Charges are applied for processing a request to move a customer from the Company's local exchange service to another carrier's local exchange service.

These charges are applied to the requesting carrier on a per order and per line basis for each Local Service Request (LSR) received by the Company.

3.9.2 Rate Elements

| | <u>Electronic Processing</u> | <u>Manual Processing</u> |
|-----------------------------|----------------------------------|------------------------------|
| LSR Order Charge, per order | \$17.93 | \$24.07 |
| LSR Line Charge, per line | \$17.71 | \$17.71 |

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CAP Services

SECTION 3 - SPECIAL ACCESS SERVICE (CONT'D)

3.10 Dedicated 911 Transport Service

3.10.1 Application of Service

Service provides for dedicated access to appropriate 911 Tandem as required for end user access to emergency 911 service.

3.10.2 911 High Capacity Channel Description

A 911 High Capacity channel is a channel for the digital transmission of 1.544, 3.152, or 44.736 Mbps isochronous serial data. The actual bit rate and framing format is a function of the channel interface selected by the customer. High Capacity channels are provided between customer designated premises, between a customer designated premises and a Telephone Company Hub or Hub-to-Hub at 1.544 and 44.736 Mbps transmission.

3.10.3 DS1 High Capacity/1.544 Mbps Service

DS1 service (a 1.544 Mbps facility) is provided with electrical interface. A nominal 64.0 kbps service is available only as a channel of a 1.544 Mbps facility between two Telephone Company Digital Data Hubs or as a cross connect of two 2.4, 4.8, 9.6, 19.2, 56.0, or 64.0 kbps channels of two DS1 services at a Digital Data Hub(s). The customer must provide system and channel assignment data.

CAP Services

SECTION 3 - SPECIAL ACCESS SERVICE (CONT'D)

3.10 DEDICATED 911 TRANSPORT SERVICE (cont'd)

3.10.4 Central Office Multiplexing

A. DS3 to DS1

An arrangement that converts a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing.

1. DS1C to DS1

An arrangement that converts a 3.152 Mbps channel to two DS1 channels using

2. DS1 to Voice

An arrangement that converts a 1.544 Mbps channel to 24 channels for use with Voice Grade Services. A channel(s) of this DS1 to the Hub can also be used for WATS access Line, Program Audio or Metallic Services.

3. DS1 to Digital

An arrangement that converts a 1.544 Mbps channel to 24 channels for use with individual digital data circuits to the Hub at speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps. A channel(s) of this DS1 to the Hub can also be used for WATS Access Line, Voice Grade, Program Audio, or Metallic Services.

CAP Services

SECTION 3 - SPECIAL ACCESS SERVICE (CONT'D)

3.10 DEDICATED 911 TRANSPORT SERVICE (cont'd)

3.10.5 Rates

A. Channel Mileage

| | <u>Monthly Rates</u> | |
|------------|----------------------|-----------------|
| | <u>Fixed</u> | <u>Per Mile</u> |
| 1.544 Mbps | \$46.66 | \$21.40 |

B. Optional Features and Functions

| | <u>Monthly Rates</u> | <u>Nonrecurring Charges</u> |
|---------------------------------|----------------------|-----------------------------|
| Multiplexing DS1 to Digital* | \$207.00 | None (per arrangement) |

*A channel(s) of this DS1 to the Hub can be used for WATS Access Line, Voice Grade, Program Audio, or Metallic Services.

CAP Services

SECTION 4 - SPECIAL ARRANGEMENTS

4.1 Special Construction

4.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- 1) Nonrecurring charges;
- 2) Recurring charges;
- 3) Termination liabilities; or
- 4) Combinations of 1), 2) and 3).

4.1.2 Basis for Cost Computation

The costs referred to in 4.1.1 preceding may include one or more of the following items to the extent they are applicable:

- 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) Equipment and materials provided or used;
 - b) Engineering, labor and supervision;
 - c) Transportation; and
 - d) Rights of way and/or any required easements.
- 2) Cost of maintenance;
- 3) Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 4) Administration, taxes and uncollectible revenue on the basis of reasonable average cost for these items;
- 5) License preparation, processing and related fees;

CAP Services

SECTION 4 - SPECIAL ARRANGEMENTS (CONT'D)

4.1 SPECIAL CONSTRUCTION (Cont'd)

4.1.2 Basis for Cost Computation (cont'd)

- 6) Tariff preparation, processing and related fees;
- 7) Any other identifiable costs related to the facilities provided; or
- 8) An amount for return and contingencies.

4.1.3 Termination of Liability

- A. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.
- B. The period on which the termination liability is based is the estimated service life of the facilities provided.
- C. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
- D. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) Equipment and materials provided or used;
 - b) Engineering, labor and supervision;
 - c) Transportation; and
 - d) Rights of way and/or any required easements.
- E. License preparation, processing and related fees;
- F. Tariff preparation, processing and related fees;
- G. Cost of removal and restoration, where appropriate; and
 1. Any other identifiable costs related to the specially constructed or rearranged facilities.

CAP Services

SECTION 4 - SPECIAL ARRANGEMENTS (CONT'D)

4.1 SPECIAL CONSTRUCTION (Cont'd)

4.1.3 Termination of Liability

- H. The termination liability method for calculation the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 4.1.3. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 4.1.3. preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

4.2 Non-Routine Installation and/or Maintenance

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

4.3 Individual Case Basis (ICB) Arrangements

In special situations, and subject to Commission review and approval, rates for specialized services will be determined on an Individual Case Basis and specified by contract between the Company and the customers. Any such contract will be filed with the Commission.