

ARMSTRONG TELECOMMUNICATIONS, INC.

of

One Armstrong Place
Butler, Pennsylvania 16001

**RATES, RULES AND REGULATIONS FOR FURNISHING
INTEREXCHANGE EXCHANGE TELECOMMUNICATIONS SERVICES**

Filed with **THE PUBLIC SERVICE COMMISSION**
of
WEST VIRGINIA

Issued October 11, 2002

Effective for services provided on and after
November 10, 2002, or as otherwise provided herein

Issued by authority of an Order of the
Public Service Commission of West Virginia
in Case No. 02-0423-T-CN dated
June 5, 2002 or as otherwise provided herein.

ARMSTRONG TELECOMMUNICATIONS, INC.

By _____
Dru A. Sedwick, Secretary

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

CHECK SHEET

The title Sheet and Sheets 1 through 34 inclusive of this Tariff are effective as of the dates shown. Original and revised Sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>Sheet</u>	<u>Revision</u>
1	2nd*
2	Original
3	Original
4	1st
5	2nd*
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
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23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	1st
30	1st*
31	1st*
32	Original
33	1st
34	Original*

*Issued December 22, 2003, Effective January 5, 2004

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(N) – New Material

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

EXPLANATION OF SYMBOLS

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

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be Sheet 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the GPSC. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next highest level.
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*) on the Check Sheet. The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Commission.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

1. General1.1 Application of Tariff

1.1.1 This Tariff contains the regulations and rates applicable to the provision of Intrastate Message Telecommunications Service, hereinafter referred to as "Service", by Armstrong Telecommunications, Inc., hereafter referred to as the "Company", from its points of presence in the State of West Virginia to domestic points, as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

1.1.2 The provision of such 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.

1.2 Definitions

Certain terms used throughout this Tariff are defined as follows:

1.2.1 Access Code

A sequence of numbers that, when dialed, connect the caller to the Provider associated with that sequence.

1.2.2 Application for Service

A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the Service as required.

1.2.3 Authorization Code

A numerical code, one or more of which may be assigned to a Customer to enable the Company to identify the origin of the user or individual users or groups of users on one account so that the Company may rate and bill the call.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

1. General (Cont'd)

1.2 **Definitions** (Cont'd)

1.2.4 **Billed Party**

The person or entity responsible for payment of the Company's service for an Operator Assisted Call, as follows:

- A. In the case of a Room Charge call, the Subscriber;
- B. In the case of a Calling Card or Credit Card call, the holder of the calling card or credit card used by the consumer; and
- C. In the case of a Collect or Third Party call, the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

1.2.5 **Commission**

The West Virginia Public Service Commission.

1.2.6 **Common Carrier**

A company or entity providing telecommunications services to the public.

1.2.7 **Company**

Armstrong Telecommunications, Inc., unless the context indicates otherwise.

1.2.8 **Customer**

Any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity which utilizes the Services provided by the Company on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Tariff.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

1. General (Cont'd)1.2 **Definitions (Cont'd)**1.2.9 Customer Dialed Calling Card Call

A Calling Card Call which is dialed by the Customer and may or may not require intervention by an attended operator position to complete.

1.2.10 Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

1.2.11 Dialed Access

An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Company.

1.2.12 Equal Access

Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

1.2.13 Equal Access Code

An access code that allows the public to obtain an Equal Access connection to the carrier associated with that code.

1.2.14 Intrastate Message Telecommunications Service (MTS)

The term "Intrastate Message Telecommunications Service" denotes the furnishing of station-to-station direct dial intrastate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence in the State of West Virginia to intrastate points as specified herein.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

1. General (Cont'd)

1.2 Definitions (Cont'd)

1.2.15 Local Exchange Carrier (LEC)

A telephone company which furnishes local exchange services.

1.2.16 Measured Usage Charge or Measured Charge

A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Company's facilities.

1.2.17 Other Common Carrier

The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic or international communications service to the public.

1.2.18 Premises

The space designated by a Customer as its place or places of business for provision of Service or for its own communications needs.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

1. General (Cont'd)

1.2 **Definitions** (Cont'd)

1.2.19 **Service**

The offerings by the Company to the Customer under this Tariff.

1.2.20 **Subscriber Surcharge**

A surcharge imposed by the Subscriber, to be paid by the consumer, for the use of Subscriber's telephone instruments, and other facilities in obtaining access to the Company's services.

1.2.21 **Telecommunications**

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signalling, metering, or any other form of intelligence.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services2.1 Undertaking of the Company2.1.1 Scope

The Company is a carrier providing intrastate domestic communications services to Customers for their direct transmission of voice, data and other types of telecommunications within the State of West Virginia as described in this Tariff.

2.1.2 Limitations

- A. The services provided pursuant to this Tariff are offered subject to the availability of facilities and the other provisions of this Tariff.
- B. The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.
- C. The Company retains the right to deny Service to any Customer which fails to comply with the rules and regulations of this Tariff, or other applicable rules, regulations or laws.

2.2 Obligations of the Customer

- 2.2.1 All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.
- 2.2.2 The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.
- 2.2.3 Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.
- 2.2.4 The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.
- 2.2.5 The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.2 Obligations of the Customer (Cont'd)**

- 2.2.6 Nothing contained herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.
- 2.2.7 The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
- 2.2.8 The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for telecommunications services and/or facilities connecting the Customer and the Company.
- 2.2.9 In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of this Tariff against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.
- 2.2.10 The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
- A. Using the Service for any purpose which is in violation of any law.
 - B. Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
 - C. Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.
 - D. Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.
 - E. Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.2 Obligations of the Customer (Cont'd)**

2.2.11 The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

2.3 Liabilities of the Company

2.3.1 Except as stated in this Section 2.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Tariff.

2.3.2 The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under this Tariff applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.

2.3.3 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.

2.3.4 The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer Provided Equipment, facilities or services.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)

2.4 Service Orders

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to this Tariff. All Applications for Services must be in writing and provide, at a minimum, the following information:

- 2.4.1 Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- 2.4.2 Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (A) above.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)2.5 Charges and Payments for Service or Facilities2.5.1 Deposits

The Company will not collect Customer deposits.

2.5.2 Description of Payment and Billing Periods

- A. Non-prepaid service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company. Charges for prepaid services are collected in advance of the provision of service. Payment for prepaid services is due prior to service being offered.
- B. When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LECs apply, including any applicable interest.
- C. In the event a Local Exchange Carrier, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures which shall be consistent with all applicable statutes, rules and regulations.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)2.5 Charges and Payments for Service or Facilities (Cont'd)2.5.3 Taxes, Gross Revenue, Gross Income, and Gross Earnings Surcharges

- A. Sales tax is covered by state statute and other applicable taxes may be covered by state or federal statutes. Such taxes may be included on Customer bills in accordance with any applicable rules of the state or federal regulatory authority.
- B. In addition to all recurring, non-recurring, minimum, usage, surcharges or special charges, the Customer identified in this Tariff shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, excise, gross earnings, and gross income taxes. All such taxes shall be separately shown and charged on bills rendered by Company or its billing agent. Sales and use taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.

2.5.4 Payment and Late Payment Charge

- A. Payment will be due as specified on the Customer bill. Commencing after that due date, a one-time late payment charge of up to the highest interest rate allowable by law will be applied to all amounts past due.
- B. Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
- C. Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.4.A. Restoration of Service will be subject to all applicable installation charges.

2.5.5 Returned Check Charge

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein. Such charge will be applicable on each occasion when a check is returned or not processed. The returned check charge will be equal to, or less than, the rate allowed by state statute.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)2.5 Charges and Payments for Service or Facilities (Cont'd)2.5.6 Suspension or Termination for Nonpayment

In the event of nonpayment of any bill rendered or any required deposit, the Company may, after written notice, suspend Service to the Customer.

2.5.7 Credit Allowances/Service Interruptions

- A. Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- B. Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- C. The Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- D. Only those portions of the Service or equipment operation disabled will be credited.
- E. Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.H.

2.5.8 Service Interruption Measurement

- A. In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.
- B. A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)

2.6 Termination or Denial of Service by the Company

2.6.1 The Company may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer:

- A. In the event such Customer or its agent: (a) willfully damages the Company equipment, interferes with use of the Company's Service by other Customers of the Company; (b) unreasonably places capacity demands upon the Company's facilities or Service; or (c) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (d) otherwise fails to comply with the provisions of this Tariff or applicable law; or
- B. In the event a Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or
- C. In the event that the Company determines that any Service is being used fraudulently or illegally, whether by a Customer or its agent.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)2.7 Special Services2.7.1 General

For the purpose of this Tariff, Special Services are deemed to be any Service requested by the Customer and provided by the Company for which there is no prescribed rate in this Tariff. Special Services charges will be developed on an individual case basis (ICB) and may be established by contract between the Company and the Customer. Such contract or ICB rates will be filed with the Commission for its approval if required by applicable rules and regulations.

2.7.2 When Applicable

Special Services rates apply in the following circumstances:

- A. If at the request of the Customer, the Company obtains facilities not normally used by the Company to provide Service to its Customer;
- B. If at the request of the Customer, the Company provides technical assistance not normally required to provide Service;
- C. Where special signaling, conditioning, equipment, or other features are required to make Customer Provided Equipment compatible with the Company's Service;
- D. When, at the specific request of the Customer, installation by the Company or its agent and/or routine maintenance is performed outside of the regular business hours.
- E. If installation and/or routine maintenance is extended beyond normal business hours at the request of the Customer and these circumstances are not the fault of the Company, Special Service charges may apply. Such circumstances include, but are not limited to, stand-by in excess of one hour, weekend, holiday or night time cut-over, and additional installation testing in excess of the normal testing required to provide Service.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.7 Special Services (Cont'd)****2.7.3 Cancellation**

If a Customer orders Service requiring special facilities dedicated to the Customer's use and then cancels its order before the Service begins, before completion of any minimum Service periods associated with such special facilities ordered by the Company or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be made to the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such Service provided, the nonrecoverable cost of such construction shall be borne by the Customer.

2.8 Special Pricing Arrangements

Customized Service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers for proposals or for competitive bids. Special Pricing Arrangements offered under this Tariff will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Such contracts will be filed with the Commission for approval if required by applicable rule or regulation.

2.9 Special Construction

All rates and charges quoted in this Tariff provide for the furnishing of a Service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from the Service does not warrant the Company assuming the unusual costs of providing the necessary construction, the Customer may be required to pay all or a portion of such costs and to contract for the service for a sufficient period to warrant the construction, depending upon the circumstances in each case. The Company's charges for such special construction shall follow the same guidelines for establishing charges for Special Services as described in Section 2.7 of this Tariff.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.10 Inspection, Testing and Adjustment**

2.10.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the Customer's or the Company's equipment or connecting facilities. The Company may interrupt Service at any time, without penalty or liability to itself, where necessary to prevent improper use of Service, equipment, facilities, or connections.

2.10.2 Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length.

2.11 Marketing

The Company will market their services, but the Company will not participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in the State of West Virginia. Furthermore, the Company will comply with marketing procedures set forth by the Commission.

2.12 Operator Services

Operator services will not be provided by the Company as part of the Service furnished by the Company.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services

3.1 Service Points

3.1.1 The Company provides originating Service from domestic points in the State of West Virginia to domestic points in the State of West Virginia.

3.1.2 The Company provides terminating service from domestic points in the State of West Virginia to domestic points in the State of West Virginia.

3.2 Measurements/Availability of Service

The Service is available at the rates listed in Section 4, through subscription to any of the intrastate message telecommunication service offerings available from the Company.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)**3.3 Timing of Calls**

- 3.3.1 Unless otherwise indicated in this Tariff, calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.
- 3.3.2 The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," i.e., upon the seizure of an inbound trunk.
- 3.3.3 The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.
- 3.3.4 There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls which are in progress longer than one minute will be presumed to have been answered.
- 3.3.5 The time of day at the calling party rate center determines what Time-of-Day rate period applies.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)

3.4 Method of Applying Rates

Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher sixty (60) second increment.

3.5 Promotional Offerings

The telephone company may, from time to time and in a nondiscriminatory manner, offer specifically designated services at reduced rates and/or charges, or for no rate and/or charge, for promotional, market research, training and/or experimental purposes. Such offerings shall be of ninety calendar days or less in duration.

These offerings may be made without notice to the Commission, provided that, upon request by the Commission or an appropriate member of its Staff, the telephone company shall timely provide details, as appropriate, regarding any such offering for which information is requested.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)

3.6 Dialed Intrastate Message Telecommunications Services

- 3.6.1 Dialed Intrastate Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing intrastate communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.
- 3.6.2 Depending upon the service option chosen by the Customer, the charges for the use of such domestic intrastate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.
- 3.6.3 All Customers shall be charged the rates identified in Section 4.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)**3.7 800 Service**

800 Service is a one-way inbound service originating on feature group facilities provided by the Company and terminating on a regular telephone line. The Customer is responsible for payment of all charges associated with such terminating calls rather than the calling party.

3.8 Calling Card Service

3.8.1 Calling Card Service permits Customers which have arranged for a Company-issued calling card to make calling card calls throughout the State of West Virginia through the use of a specific "1-800" telephone number provided by the Company. Calling Card Service calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.

3.8.2 It is the responsibility of the Customer to guard and protect against any unauthorized use of any company issued codes to which billing may be charged.

3.9 Prepaid Calling Card Service

3.9.1 Prepaid Calling Card Service is offered by the Company and provides the Customer with access twenty-four hours a day, seven days a week to prepaid toll calls within the United States through a Company specified access code. Once made, the call is transferred via automated assistance for completion by the Company and charged against a prepaid card with an available balance on a unit basis. Each unit is equal to one minute. Customers are notified of their remaining card balance each time a call is placed and are notified during a call when the balance is about to be depleted. The card's access number, number of units, authorization code and expiration date are provided to the customer at the time of purchase.

3.9.2 Each fractional minute will be rounded up to the next minute. Each unit is priced at the prevailing rate as set forth in Section 4 herein. Each card will have a specified expiration date printed on the card within which all units must be used. Payment by the Customer for the Prepaid Calling Card Service is due in advance or upon receipt of the prepaid card. While the Company will not refund any unused units, the Company reserves the right to recall all unused Prepaid Calling Cards and refund to Customers any remaining balances on the recalled cards.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)

3.9 Prepaid Calling Card Service (Cont'd)

- 3.9.3 Prepaid Calling Card Service can be accessed through a touchtone telephone only.
- 3.9.4 Prepaid calling cards may be purchased in dollar amounts determined by the Company on a rate per unit basis determined by the Company, subject to availability. The number of available Prepaid Calling Cards is subject to technical limitations. Such cards are offered to Customers on a first come first serve basis.
- 3.9.5 Calls to 500, 700, 800, and 900 numbers, all operator services calls, directory assistance, busy line verification and interrupt services, calls requiring the quotation of time and charges and conference calls may not be completed with the Company's Prepaid Calling Card Service.
- 3.9.6 The Customer assumes complete liability for the card in the event it is lost, stolen or if unauthorized use of the card has occurred.
- 3.9.7 Unless specifically noted to the contrary, calls made utilizing a prepaid calling card are independent of any other product, promotion or term plan offered by the Company.

3.10 Directory Assistance Service

- 3.10.1 The Company will provide Directory Assistance Service for the convenience of its customers in obtaining telephone numbers.
- 3.10.2 All customers shall be charged the rates identified in Section 4.

3.11 Personal Access Code

This feature provides for tracking of long distance charges by access codes. A numerical code enables identification of individual users or groups of users on an account and to allocate costs of service accordingly. Access codes are verified against a predefined list of codes. The monthly rate for this feature is for each access line.

(N)
|
(N)

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

4. Rates for Intrastate Message Telecommunications Service

4.1 Returned Check Charge

Customers whose payment by check is returned for insufficient funds, or is otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed.

	<u>Rate</u>
Per Occasion	\$15.00

4.2 Armstrong Base Rate (Intralata Only or Interlata Only)

Rates for Direct Dialed Intrastate Message Telecommunications Service for all points in the State of West Virginia are as follows:

	<u>Rate</u>
Per Minute (Monday – Sunday, All Day)	\$0.14
Monthly Rate	\$1.95

This service is only offered to customers who are presubscribed to Armstrong Telecommunications, Inc. Intralata service only or Interlata service only. Customers who are presubscribed to both Armstrong Telecommunications Inc. Intralata and Interlata service will not be permitted to subscribe to this service.

4.3 Armstrong Total Advantage (Intralata and Interlata Only)

Rates for Direct Dialed Intrastate Message Telecommunications Service for all points in the State of West Virginia are as follows:

<u>Minutes of Use</u>	<u>Per Minute Rate (Monday – Sunday, All Day)</u>	<u>Monthly Rate</u>
0 – 250	\$0.11	\$0.00
251 – 500	5% Discount Off \$0.11	\$0.00
501 – Over	10% Discount Off \$0.11	\$0.00

Direct dialed 1+ and 1-800 calls are included in the minutes of use.

(N)

This service is only offered to customers who are presubscribed to Armstrong Telecommunications, Inc. for both Intralata and Interlata service. Customers who are presubscribed to Armstrong Telecommunications, Inc. Intralata service only or Armstrong Telecommunications, Inc. Interlata service only will not be permitted to subscribe to this service.

(N) – New Material

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

4. Rates for Intrastate Message Telecommunications Service (Cont'd)

4.4 800 Service

4.4.1 Rates and Charges

There is a one-time charge for establishing 800 Service and a monthly subscription charge, as well as per-minute usage charges for all calls received.

	<u>Rate</u>	
4.4.2 One-Time Charge For Establishing Service	\$ 5.00	
4.4.3 Monthly Recurring Subscription Charge*	\$ 2.00	
4.4.4 Per-Minute Usage Charges		
Per Minute (Monday-Sunday, All Day)	\$ 0.15	(D)

- If the 800 Service customer is also an Armstrong Total Advantage customer, the 800 Service monthly subscription charge will be waived.

(D) – Decrease in Rate

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

4. Rates for Intrastate Message Telecommunications Service (Cont'd)4.5 Calling Card Service

Rates for calling card service for all points in the State of West Virginia. The rates are as follows:

	<u>Rate</u>
Per Minute (Monday-Sunday, All Day)	\$0.30

4.6 Prepaid Calling Card Service

The Debit Card may be available for one, some, or all of the amounts listed below. The per-unit rates will differ, depending on the total calling value of the Debit Card, as shown.

<u>Debit Card Values</u>	<u>Per Unit Rate</u>	<u>Number of Units</u>
\$ 5.00	\$0.25	20
\$10.00	\$0.25	40
\$20.00	\$0.20	100
\$25.00	\$0.20	125

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

4. Rates for Intrastate Message Telecommunications Service (Cont'd)4.7 Directory Assistance Service

	<u>Rate</u>
Per Request	\$0.75

4.8 Dial-Around Compensation Surcharge for Payphones

4.8.1 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:

Calling card service
Collect calls
Third party billed
Directory Assistance calls
Pre-paid card service

4.8.2 The Surcharge does not apply to:

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

4.8.3 The Dial Around Compensation Surcharge rate is \$0.25 per call.

4.9 Personal Access Code

Rates for Personal Access Code Service for residential and business customers for all points within the State of West Virginia. The rates are as follows:

	<u>Rate</u>
4.9.A <u>One-Time Charge for Establishing Service</u>	
Per Account	\$ 5.00
4.9.B <u>Monthly Recurring Charge</u>	
Residential, Per Line	\$ 1.00
Business, Per Line	\$ 2.00

(N)

(N)

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

4. Rates for Intrastate Message Telecommunications Service (Cont'd)

4.10 Armstrong DSL Advantage Plan

Rates for Armstrong Total Advantage Plan and Armstrong DSL subscribers. Direct Dialed Intrastate Message Telecommunications Service for residential and business customers for all points in the State of West Virginia. Direct dialed 1+ and 1-800 calls are included in the minutes of use.

<u>Minutes of Use</u>	<u>Per Minute Rate</u> <u>(Monday – Sunday, All Day)</u>	<u>Monthly Rate</u>
0 - 100	\$0.00	\$0.00
101 – 250	\$0.10	\$0.00
251 – 500	5% Discount Off \$0.10	\$0.00
501 – Over	10% Discount Off \$0.10	\$0.00

(N)

(N)

(N) – New Material