

# STATEMENT OF TERMS AND CONDITIONS

For

The State of North Carolina

Basic Local Exchange Telecommunications Services

provided by

**PNG Telecommunications, Inc.**  
d/b/a PowerNet Global Communications  
d/b/a CrossConnect

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## **APPLICATION OF TERMS AND CONDITIONS**

These Terms and Conditions (T's & C's) set forth the Service offerings, rates, terms and conditions applicable to the provision of intrastate reseller and facilities-based competitive Basic Local Exchange telecommunications Services offered by PNG Telecommunications, Inc. d/b/a PowerNet Global Communications ("PNG") to Customers located within the State of North Carolina by virtue of one-way and/or two-way information transmission.

PNG's Services currently are offered only to Residential Customers

## SECTION 1 – DEFINITIONS AND ABBREVIATIONS

Certain terms used generally throughout these T's & C's are defined in this section. Other terms having reference only to a specific Service offered by the Company may be defined in the sections applicable to that Service.

**Access Line:** a circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

**Applicant:** the individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to the Company for Services provided as set forth in these T's & C's.

**Authorized User:** a person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service.

**Basic Local Exchange Service:** Service that includes the following:

- Single-party Service;
- Voice grade access to the public switched network;
- Support for local use;
- Dual tone multifrequency signaling (touch-tone);
- Access to emergency Services (E911);
- Access to operator Services;
- Access to Interexchange Services;
- Access to directory assistance; and
- Toll limitation Services.

**Business Customer:** a Business Customer is a Customer who subscribes to the PNG's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

**Business Service:** Service will be classified as Business Service if Service is used primarily or substantially for a paid commercial, professional or institutional activity; or

- A. The Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- B. The Service number is listed as the principal or only number for a business in any telecommunications directory; or
- C. The Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.

**Called Station:** the terminating point of a call (i.e., the called number).

**Carrier:** an entity certified by the North Carolina Public Service Commission (“Commission”) to provide telecommunications Services within North Carolina. Companies providing telecommunications Services but for which certification is not required by Commission are also included in this definition.

**Central Office:** a switching unit, in one location of a telecommunications system providing Service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines. More than one Central Office may be located in the same building.

**Central Office Area:** the specific section of an Exchange Area served by a particular Central Office or by a particular group of Central Offices.

**Channel:** a communications path between two or more points of termination.

**Class of Service:** the term used in describing Exchange Service with respect to the character of use to be made of such Service. The Company may furnish Residence only or Residence and Business Service. The classification of a Customer’s Service as Business or Residential is determined by these regulations, which define the character of use for rate purposes. (See Business Customer and Residential Customer for more details.)

**Commission:** North Carolina Utilities Commission

**Company:** PNG Telecommunications, Inc. d/b/a PowerNet Global Communications d/b/a CrossConnect (“PNG”)

**Customer:** the individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which contracts for telephone Service and is responsible for the payment of charges and compliance with the rules and regulations of PNG.

**Customer Premises:** a location(s) designated by the Customer for the purposes of connecting to Company’s Services.

**Directory Listing:** the publication in alphabetical directory published by an incumbent LEC of information relative to a subscriber’s telephone number, by which telephone Users are enabled to ascertain the telephone number of a desired telephone.

**Disconnect or Disconnection:** the cessation of Service not requested by a Customer.

**End User:** Any person, firm, corporation, partnership or other entity which uses the Services of PNG under the provisions and regulations of these T’s & C’s. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer.

**Error:** a discrepancy or unintentional deviation by the Company from what is correct or true. An “error” can also be an omission in records.



**Exchange:** a basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more Central Offices together with the associated plant used in furnishing communication Service in that area.

**Exchange Area:** the territory included within the boundaries of an Exchange, as shown on maps on file with the Commission.

**E911 Customer:** a governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

**E911 Service Area:** the geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

**Facility, Facilities:** includes, in the aggregate or otherwise, but is not limited to, the following:

Channels	Lines
Apparatus	Devices
Equipment	Accessories
Communications paths	Systems

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

**Final Account:** a Customer whose service has been disconnected who has outstanding charges still owed to the Company.

**Handicapped:** a person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 No. 126 dated June 30, 1970).

*Legally Blind:* a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

*Visually Handicapped:* a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

*Physically Handicapped:* a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

**Holidays:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

**Installation Charges:** charges that are assessed on a non-recurring basis at the establishment of a Service. The terms “Installation Charges” and “non-recurring charges” are used interchangeably within these T’s & C’s to refer to non-variable charges.

**Interexchange:** telephone calls, traffic, Facilities or other items that originate in one Exchange and terminate in another.

**Interface:** that point on the Premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to Facilities provided by the Company.

**InterLATA Toll Service:** a toll Service provided for the purpose of making InterLATA calls.

**InterLATA:** a term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

**IntraLATA Toll Service:** a toll Service provided for the purpose of making toll calls that originate and terminate in the same LATA but that terminate outside of the Customer’s Local Calling Area.

**IntraLATA:** a term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

**Interruption:** the inability to complete calls, either incoming or outgoing or both, due to Company Facilities malfunction or human Errors.

**Joint User:** an individual, partnership, association or corporation sharing a Customer’s Exchange Service according to the provisions of these T’s & C’s for such shared use.

**Local Access and Transport Area (LATA):** a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192 or any other geographical area designated as a LATA in the National Exchange Carrier Association, Inc. tariff F.C.C. No. 4 or its successor tariffs.

**Local Calling Area:** one or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.

**Local Exchange Carrier:** a company that furnishes Local Exchange telecommunications Service.

**Local Exchange Service:** the furnishing of telecommunications Service to individual residence and Business Customers within a specified geographical area for Basic Local Exchange Service.

**Local Exchange Service Area:** the area within which a Customer may make calls without payment of message toll charges. A Local Exchange Service Area may include one or more Exchange Areas of the Company or of other telephone companies.

**Person-to-Person:** a call for which the person originating the call specifies to the operator a particular person, department or extension to be reached.

**Premises:** the building, or portion or portions of a building, occupied at one time by a Customer either as a residence or for business use.

**Public Safety Answering Point (“PSAP”):** an answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

**Residence Location:** a place in which a person actually lives continuously and which is considered to be the person’s home.

**Residential Customer:** a Residential Customer is a person to whom telecommunications Services are furnished by PNG predominantly for personal or domestic purposes at the person’s dwelling.

**Residential Service:** Service will be classified as Residential Service if none of the conditions of Business Service preceding apply, and:

- A. the use of the Service is primarily and substantially of a social or domestic nature, and
- B. Service is located in a residence or, in the case of a combined business and residence Premises, the Service is located in a bona fide residential quarters of such Premises while Business Service is located in the business quarters of the same Premises.

**Service(s):** the intrastate telecommunications services that Company offers as set forth in these T’s & C’s.

**Station:** telephone equipment from or to which calls are placed.

**Suspend or Suspension** – a temporary discontinuance of Service instituted by the Company prior to Disconnection.

**Telecommunications Relay Service (TRS):** enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

**User:** a Customer or any other person authorized by the Customer to use Service provided under these T’s & C’s.

**Working Day:** any day on which Company’s business office is open and the U.S. Mail is delivered.

## **SECTION 2 – RULES AND REGULATIONS**

### **2.1. UNDERTAKING OF THE COMPANY**

#### **2.1.1. Scope**

The Company undertakes to furnish both reseller and Facilities-based competitive local Exchange communications Service within the State of North Carolina pursuant to the rates, terms and conditions set forth in these T's & C's.

Customers and Users may use Services and Facilities provided under these T's & C's to obtain access to services offered by other service providers. The Company is responsible under these T's & C's only for the Services and Facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

#### **2.1.2. Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by the Company, when necessary because of lack of Facilities, or due to some other causes beyond the Company's control.
- B. The furnishing of Service under these T's & C's is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the capacity of the Company's Facilities as well as Facilities the Company may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of the Company.
- C. Notwithstanding anything else in this Section, the quality of Service will meet or exceed the applicable minimum standards set forth in the Commission's rules as amended from time to time.

#### **2.1.3. Terms And Conditions**

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in these T's & C's, a month is considered to have 30 days.
- B. Customers may be required to enter into written Service orders, which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in these T's & C's. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the

then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service order and these T's & C's prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service order shall survive such termination.

- D. Service may be Disconnected upon written notice or without notice to the Customer pursuant to Commission rules and the provisions of these T's & C's.
- E. These T's & C's shall be interpreted and governed by the laws of the State of North Carolina regardless of its choice of laws provision.

#### **2.1.4. Liability Of The Company**

Because the Customer has exclusive control of its communications over the Services furnished by the Company, and because Interruptions and Errors incident to these Services are unavoidable, the Services the Company furnishes are subject to the terms, conditions, and limitations specified in these T's & C's and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under these T's & C's.

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, Interruptions, delays, or Errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts or omission, shall be limited to the lesser of \$500 or, in the event of a failure of Service, an amount equal to no more than the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected. The extension of such allowances for Interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment, or Facilities, or the acts or omissions or negligence of the Company's employees or agents.

- B. Limits of Liability

Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

- 1. Circumstances Beyond the Company's Control – the Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any

other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve the Company's employees.

2. Acts of Other Entities – the Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers' facilities or equipment used for or with the Services the Company offers, or (b) for the acts or omissions of other Carriers or warehousemen.
3. Acts of the Customer – the Company shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises equipment purchased or leased from the Company by the Customer.
4. Damage to Customer's Premises – the Company shall not be liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers, or supplying Carriers to the Company, shall be deemed to be agents or employees of the Company.
5. Liability for Acts of Other Carriers or Companies – the Company shall not be liable for any act or omission of any other company or companies supplying a portion of the Service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company Services.
6. Liability for Transmission Errors – the Company shall not be liable for damages arising out of mistakes, omissions, Interruptions, delays, Errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of the Company, (1) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period

of Service during which such mistake, omission, Interruption, delay, Error, defect in transmission or injury occurs), or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.

7. Disconnection of Service – the Company shall not be liable for the Disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Disconnection of Service complied with the applicable rules and regulations.
8. Violations – the Company shall not be liable for violations of the obligations of the Customer under these T's & C's.
9. Interruption – the Company shall not be liable for the Interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in these T's & C's.
10. Loss, Destruction or Damage – the Company shall not be liable for any, loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees.
11. Unlawful Acts – the Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
12. Disclosure – the Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the T's & C's, so long as Company has complied with any applicable rules and regulation related thereto.
13. Fees – the Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of these T's & C's.
14. Caller ID Blocking – the Company shall not be liable for any failures, Errors malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by Company.

15. Unauthorized Use – the Company shall not be liable for any unauthorized use of the Service provided to Customer.

C. Indemnification

Notwithstanding the Customer's obligations as set forth in Section 2.3, the Company shall be indemnified, defended, and held harmless (including costs and reasonable attorney's fees) by the Customer or by others authorized by it to use the Service against any claim, loss or damage arising directly or indirectly from Customer's use of Services furnished by the Company, including:

1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's Service;
2. A breach in the privacy or security of communications transmitted over Company's Facilities;
3. Any loss, destruction or damage to the property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
4. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; and
5. All other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by the Company.

- D. Limitations of Damages and of Period for Bringing Claims – the entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific Services giving rise to the claim, and no action or



proceeding against the Company shall be commenced more than one (1) year after the Service related to the claim is rendered.

- E. Express and Implied Warranties – 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.
- F. Service Installation and Operation – the Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of Service furnished by the Company at such locations. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- G. Connection to the Company's Network – the Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly Interfaced with the Company's Service, that the signals emitted into the Company's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service without liability.
- H. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY,

ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

- I. Errors in Billing – the liability of Company for Errors in billing that result in overpayment by the Customer will 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.
- J. Provision of Service – the Company will use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in these T's & C's. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing Service to any Customer.
- K. Emergency 911 Number Service

With respect to emergency 911 number Service:

- 1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, Interruptions, delays, Errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and Facilities furnishing this Service.
- 2. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

L. Directory Listings and Directory Assistance

1. Except as provided by Commission rules, in the absence of gross negligence or willful misconduct, the Company has no liability for damages arising from Errors, mistakes in or omissions of Directory Listings, or Errors, mistakes or omissions of listings obtainable from the directory assistance operator, including Errors in the reporting thereof.
2. The Company's liability arising from Errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to the Company and there will be no recovery by a Customer for loss of business to a Customer for Errors or omissions in Directory Listings.
3. In conjunction with private and semi-private listing Services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
4. When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such government authority. By subscribing to Service under these T's & C's, the Customer acknowledges and agrees with the release of information under the provisions as described above.

**2.1.5. Service-Affecting Activities**

- A. The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or Facilities additions, removals or rearrangements and routine preventative maintenance.
- B. The Company will perform adequate scheduling so as to provide Service to a Customer at a mutually agreed upon time.
- C. The Company will meet or exceed all applicable Service Quality Standards as may be instituted by the Commission from time to time.

**2.1.6. Provision of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in these T's & C's. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, and attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute or change any equipment or Facility at reasonable times, but shall not thereby alter the technical parameters of the Service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or Facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the Facilities furnished pursuant to these T's & C's, the responsibility of the Company shall be limited to the furnishing of Facilities offered under these T's & C's and to the maintenance and operation of such Facilities. Subject to this responsibility, the Company shall not be responsible for:
  - 1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2. The reception of signals by Customer-provided equipment.

#### **2.1.7. Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or 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.

### **2.1.8. Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in these T's & C's, special construction of Facilities may be undertaken 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;
- B. of a type other than that which the Company would normally utilize in the furnishing of its Services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its Services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent Facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

### **2.1.9. Ownership of Facilities**

Title to all Facilities in accordance with these T's & C's remains in the Company, its agents or contractors.

## **2.2. PROHIBITED USES**

### **2.2.1. No Unlawful Purpose**

The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

### **2.2.2. Compliance Letter Required**

The Company may require business Applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

### **2.2.3. No Interference**

Service may not be used in any manner which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

### **2.2.4. Assignment Provisions**

A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company.

### **2.2.5. Company Provided Equipment**

Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

### **2.2.6. Service Used for Compensation**

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer or Authorized User to share the cost of Service.

### **2.2.7. Service Used to Annoy or Harass**

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

### **2.2.8. Service Used for Lewd or Obscene Purposes**

Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

### **2.2.9. Service Used for Impersonation**

Service shall not be used to impersonate another person with fraudulent or malicious intent.

#### **2.2.10. Service Used Without Payment**

The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

#### **2.2.11. Rights and Titles Remain with Company**

Except as provided by law, Commission regulations or the Federal Communications Commission's regulations, the Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.

#### **2.2.12. Use That Interferes with Other Customers**

If a Customer's use of Service interferes unreasonably with the Service of other Customers, the interfering Customer will be required to take Service in sufficient quantity or of a different class or grade.

#### **2.2.13. Use for Solicitation by Recorded Messages**

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

#### **2.2.14. Use for Clerical Services**

A Business Customer may extend Service capable of two-way communication to the location of another Business Customer for the purpose of performing clerical services, which include the answering and originating of telephone calls. All regulations governing use of Service and the charges normally associated with the equipment and Channels involved are applicable.

### **2.3. OBLIGATIONS OF THE CUSTOMER**

#### **2.3.1. Payment of Bills and Charges**

- A. The Customer shall be responsible for the payment of all applicable charges pursuant to these T's & C's.
- B. The Customer is responsible for the payment of charges for visits by Company's agents or employees to the Premises of the Customer or

Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.

- C. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billings, charges or disputes related to services used by Customer that are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.

#### **2.3.2. Unauthorized Use**

The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

#### **2.3.3. Identification**

- A. Upon Company request, the Customer must verify the name(s) of Authorized Users allowed to request and use the Customer's Service.
- B. The Customer is responsible for establishing its identity as often as is necessary during the course of the call or when seeking credits from Company.

#### **2.3.4. Company-Provided Equipment and Facilities**

- A. Damage to Company Facilities or Equipment – unless caused by the negligence or willful misconduct of the employees or agents of the Company, the Customer shall be responsible for reimbursing the Company for damage to, or loss of, the Company's Facilities or equipment caused by 1) the acts or omissions of the Customer; or 2) the failure of the Customer to comply with these regulations; or 3) by fire or theft or other casualty on the Customer's Premises. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- B. Return of Equipment – Customer will return to Company within five (5) days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.

#### **2.3.5. Resources and Rights of Way**



- A. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under these T's & C's.
- B. The Customer shall be responsible for making Company Facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for Interruptions in Service will be made for the period during which Service is interrupted for such purposes.
- C. The Customer shall be responsible for providing, at no charge to the Company and as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises.

#### **2.3.6. Working Conditions**

- A. The Customer shall be responsible for providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- B. The Customer shall be responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's Facilities and equipment. The Customer may be required to install and maintain Company Facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.
- C. The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.4. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided Facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may

require the Customer to demonstrate its compliance with this section prior to accepting an order for Service.

#### **2.3.7. Compliance with Regulations**

The Customer is responsible for compliance with applicable regulations set forth in these T's & C's.

#### **2.3.8. Compliance with Law**

The Customer shall be responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company Facilities and equipment in any Customer Premises or the rights of way for which the Customer is responsible under Section 2.4 and granting or obtaining permission for the Company's agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the Facilities or equipment of the Company.

#### **2.3.9. Liens or Encumbrances**

The Customer shall be responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or Facilities or Customer-Premises equipment leased by the Customer from the Company.

#### **2.3.10. Relationship**

A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and the Company is anything other than one of Customer and supplier, respectively. Nothing in these T's & C's gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in these T's & C's constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

#### **2.3.11. Station Equipment**

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under the FCC's rules and all wiring must be installed and maintained in compliance with those regulations.
- B. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances.

- C. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for Service Interruptions as set forth in Section 2.6 following is not applicable.
- D. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

#### **2.3.12. Interconnection of Facilities**

Any special Interface equipment necessary to achieve compatibility between the Facilities and equipment of the Company used for furnishing Local Exchange Service and the Channels, facilities, or equipment of others may be provided at the Customer's expense. The Company's Services as detailed in these T's & C's may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications Carriers which are applicable to such connections. Facilities furnished under these T's & C's may be connected to Customer-provided terminal equipment in accordance with the provisions of these T's & C's.

#### **2.3.13. Inspections**

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in these T's & C's for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned Facilities and equipment. No credit will be allowed for any Interruptions occurring during such inspections. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its Facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the Suspension of Service, to protect its Facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer equipment must meet.

### **2.4. CUSTOMER EQUIPMENT AND CHANNELS – BUSINESS CUSTOMERS**

Currently PNG Does not offer business services.

#### **2.4.1. General**

A User may transmit or receive information or signals via the Facilities of the Company. The Company's Services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in these T's & C's. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in these T's & C's.

#### **2.4.2. Station Equipment**

- A. Terminal equipment on the Business User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Business User. The Business User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Pont of Connection.
- B. The Business Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Business Customer's expense.

#### **2.4.3. Interconnection of Facilities**

- A. Any special Interface equipment necessary to achieve compatibility between the Facilities and equipment of the Company used for furnishing Communication Services and the Channels, Facilities, or equipment of others shall be provided at the Business Customer's expense.
- B. Communication Services may be connected to the Services or Facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications Carriers that are applicable to such connections.
- C. Facilities furnished under these T's & C's may be connected to Customer-provided terminal equipment in accordance with the provisions of these T's & C's. All such terminal equipment shall comply with all applicable federal and state legal and regulatory requirements; and all User-provided wiring shall be

installed and maintained in compliance with all such legal and regulatory requirements.

- D. Users may interconnect communications Facilities that are used in whole or in part for interstate communications to Services provided under these T's & C's only to the extent that the User is an "End User" as defined below:
- E. "End User" means any Customer of an interstate or foreign telecommunications service that is not a Carrier except that a Carrier other than a telephone company shall be deemed to be an "End User" when such Carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services 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.

#### **2.4.4. Inspections**

- A. Upon suitable notification to the Business Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Business Customer is complying with the requirements set forth in these T's & C's for the installation, operation, and maintenance of Customer-provided Facilities, equipment, and wiring in the connection of Customer-provided Facilities and equipment to Company-owned Facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its Facilities, equipment, and personnel. The Company will notify the Business Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Business Customer must take this corrective action and notify the Company of the action taken. If the Business Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the Suspension of Service, to protect its Facilities, equipment and personnel from harm.

### **2.5. PAYMENT ARRANGEMENTS AND CREDIT**

#### **2.5.1. Establishment of Service**

- A. Application for Service
  - 1. An Applicant for Service may be required by the Company in its sole discretion to sign an application form requesting the Company to furnish Facilities or Service in accordance with the rates, charges, rules and regulations as set forth in these T's & C's. This application for Service, where required by the Company, together with the provisions of these T's & C's, establishes the Contract between the

Company and the Customer, which may not be assigned or transferred by the Customer in any manner.

2. If Customer's Service has been Disconnected and the Customer wishes to reestablish Service, payment of all unpaid, undisputed charges, as well as a Deposit and Advance Payment for all connection charges, may be required prior to re-establishing Service.

B. Establishment of Credit

1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, may require Applicants and Customers to establish and maintain credit.
2. Credit requirements are stated in North Carolina Utilities Code Rule R12-2 as stated in 2.5.2 below.

**2.5.2. Deposits**

The Company rules for Deposits are as stated in North Carolina Utilities Code Rule 12, as follows:

Rules and Regulations of the  
North Carolina Utilities Commission  
Chapter 12  
Customer Deposits for Utility Services; Disconnecting of Service

**Rule R12-1. Declaration of public policy.**

The Utilities Commission, hereinafter referred to as the "Commission," declares that it is in the public interest that any utility requiring a deposit from its customer shall fairly and indiscriminately administer a reasonable policy reflected by written regulations, in accord with these rules, for the requirement of a deposit for connecting utility service, or for an existing customer to continue or to reconnect service. A cash deposit to establish, maintain or reestablish service shall be required only in compliance with these rules, and to avoid, to the extent practicable, the creation of a burden arising from uncollectible bills which would have to be borne ultimately by all the utility's ratepayers. Any utility requiring a deposit shall apply a deposit policy in accord with these rules in an equitable and nondiscriminatory manner to all applicants for service and to all customers throughout the service area without any different application in any part thereof, and such deposit policy shall be predicated upon the credit risk of the individual without regard to the area in which he lives.

**Rule R12-2. Establishment of credit by customer.**

(a) Each utility may require an applicant for service to satisfactorily establish credit which will be deemed established if:

- (1) The applicant owns the premises to be served or other real estate within the county, unless the applicant is an unsatisfactory credit risk; or

- (2) The applicant demonstrates that he is a satisfactory credit risk by appropriate means including, but not limited to, references which may be quickly and inexpensively checked by the utility; or
  - (3) The applicant has been a customer of the utility for a similar type of service within a period of twenty-four consecutive billings preceding the date of application and during the last twelve consecutive billings for that prior service has not had service discontinued for nonpayment of bill or had more than two occasions in which a bill was not paid when it became due; provided, that the average periodic bill for such previous service was equal to at least fifty per centum of that estimated for the new service; and provided further, that the credit of the applicant is unimpaired; or
  - (4) The applicant furnishes a satisfactory guarantor to secure payment of bills for the service requested in a specified amount not to exceed the amount of the cash deposit prescribed in Rule R12-4 of these rules; or
  - (5) The applicant makes a cash deposit to secure payment of bills for service as prescribed in Rule R12-4 of these rules.
- (b) The establishment of credit under the provisions of this rule, or the reestablishment of credit under the provisions of Rule R12-3 of these rules, shall not relieve the applicant for service or customer from compliance with the reasonable regulations of the utility including, but not limited to, the prompt payment of bills and the rules for discontinuance of service for the nonpayment of bills due for service furnished.

**Rule R12-3. Reestablishment of service.**

(a) An applicant for service who previously has been a customer of the utility and whose service has been discontinued by the utility during the last twelve months of that prior service, because of nonpayment of bills, may be required to reestablish credit in accordance with Rule R12-2 of these rules; except that an applicant for residential service shall not be denied service for failure to pay such bills for classes of nonresidential service. (b) Subject to the additional requirements of Rule R12-17 for telephone utilities, a customer who fails to pay a bill within a reasonable period after it becomes due and who further fails to pay such bill within five (5) days after presentation of a discontinuance of service notice for non-payment of bill (regardless of whether or not service was discontinued for such nonpayment) may be required to pay such bill, together with a reasonable reconnection charge, if service was discontinued after notice as provided in Rule R12-8, and reestablish his credit by depositing the amount prescribed in Rule R12-2 of these rules in case the conditions of service or basis on which credit was originally established have materially changed. (c) A customer may be required to reestablish his credit in accordance with Rule R12-2 of these rules in case the conditions of service or basis on which credit was originally established have materially changed.

**Rule R12-4. Deposit; amount; receipt; interest.**

(a) No utility shall require a cash deposit to establish or reestablish service in an amount in excess of two-twelfths of the estimated charge for the service for the ensuing twelve months; and, in the case of seasonal service, in an amount in excess of one-half of the estimated charge for the service for the season involved (except that in the case of seasonal natural gas customers, the cash deposit may not be in an

amount in excess of one-third of the estimated charge for the service for the season involved). Each utility, upon request, shall furnish a copy of these Rules to the applicant for service or customer from whom a deposit is required, and such copy shall contain the name, address, and telephone number of the Commission. (b) Upon receiving a cash deposit, the utility shall furnish to the applicant for service or customer, a receipt showing: (i) the date thereof; (ii) the name of the applicant or customer and the address of the premises to be served or served; (iii) the service to be furnished or furnished; and (iv) the amount of the deposit and the rate of interest to be paid thereon. (c) Each utility shall pay interest on any deposit held more than ninety (90) days at the rate of eight percent per annum. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to the customer by deducting such interest from the amount of the next bill for service following the accrual date. A utility shall pay interest on a deposit beginning with the 91st day after it is collected and continuing until such deposit is lawfully tendered back to the customer by first-class mail, or to his legal representative or until it escheats to the State, with accrued interest. (d) Nothing in this rule shall preclude a natural gas utility from exercising reasonable discretion in waiving or extending the deposit requirement to prevent undue hardship to an applicant or customer.

**Rule R12-5. Refund of deposit.**

(a) Upon discontinuance of service, the utility shall promptly and automatically refund the customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills for service furnished by the utility. A transfer of service from one premises to another within the service area of the utility shall not be deemed a discontinuance within the meaning of these rules. (b) On one stated date each calendar year, each utility company shall review its customers deposit accounts and shall automatically refund the deposit of any customer who has paid his bills for service for the preceding twelve consecutive bills without having had service discontinued for nonpayment of bill or had more than two occasions in which a bill was not paid when it became due, and the customer is not then delinquent in the payment of his bills. (c) The utility shall promptly return the deposit, plus accrued interest, at any time upon request, if the customer's credit has been otherwise established in accordance with Rule R12-2 of these rules. (d) At the option of the utility, a deposit, plus accrued interest, may be refunded, in whole or in part, at any time earlier than the times hereinabove prescribed in this rule.

**Rule R12-6. Record of deposit.**

Each utility holding a cash deposit shall keep a record thereof until the deposit is refunded. The record shall show: (a) the name and current billing address of each depositor; (b) the amount and date of the deposit; and (c) each transaction concerning the deposit.

**Rule R12-7. Appeal by applicant or customer.**

Each utility shall direct its personnel engaged in initial contact with an applicant for service or customer, seeking to establish or reestablish credit under the provisions of these rules, to inform him, if he expresses dissatisfaction with the decision of such personnel, of his right to have the problem considered and acted upon by supervisory personnel of the utility. Each utility shall further direct such supervisory personnel to



inform such an applicant or customer, who expresses dissatisfaction with the decision of such supervisory personnel and requests governmental review, of his right to have the problem reviewed by the Commission and shall furnish him the name of the Commission official to be contacted and his address and telephone number. Any customer who is not satisfied as to his deposit requirement by informal complaint to the Commission may file a written complaint with the Commission to be served on the utility under the procedure of Rule R1-9.

**Rule R12-8. Discontinuance of service for nonpayment.**

No utility shall discontinue service to a customer or impose toll denial for nonpayment of bill without first having diligently tried to induce the customer to pay the same and until after at least five (5) calendar days' written notice of discontinuance of service to the customer. The written notice may be given by first-class mail, or by other delivery to the premises served, or by other legal means of service of process, and the five (5) days' notice period shall begin to run from the day following deposit of the notice in the post office or from the day of otherwise delivery of the notice to the premises served, or from the day of other legal service. Provided, however, that in the case of any customer who has a record of abuse of or excessive use of metered or toll service for which the customer's deposit would not furnish security for such five (5) days' notice period, service may be discontinued after 24-hour notice. Further provided, that in the case of any residential telephone customer who has a record of abuse of or excessive use of toll service for which the customer's deposit would not furnish security for such five (5) days' notice period, local service may not be discontinued but toll service may be globally denied after 24-hour notice. A report of all such service disconnections or toll denials made on such 24-hour notice under this proviso shall be filed with the Utilities Commission within thirty (30) days after the discontinuance of service.

**Rule R12-9. Uniform billing procedure.**

(a) Declaration of Policy. -- No 'penalties,' 'discounts' or 'net-and-gross' rate differentials shall be imposed upon North Carolina consumers for regulated services offered by public utilities subject to the jurisdiction of this Commission, for the reason that those rate differentials are confusing and misleading, and the monthly rates of 5% or 10% heretofore charged are arbitrary and unreasonable. This Commission recognizes, however, that there are interest, finance, or service costs directly attributable to customers who excessively delay payment of utility bills, and considers that it is appropriate for a utility to attempt to recoup a portion of those costs by applying such interest, finance or service charges as may be reasonable and lawful.(b) Billing Date. -- All bills for utility services are due and payable as of the billing date, or if not received by said billing date, upon receipt. The billing date shall be printed on the bill and the bill shall be placed, postage prepaid, in the U.S. Mail (or if the mail is not used, delivered to the customer) prior to or no later than the billing date.(c) Past Due or Delinquent Bills. -- The past due or delinquent date is the first date upon which the utility may initiate disconnect proceeding under N.C.U.C. Rule R12-8. The past due or delinquent date shall be disclosed on the bill and shall be not less than fifteen (15) days after the billing date. In the event the utility fails to place the bill in the mail (or deliver it as in paragraph (b) above) prior to or on said billing date, the consumer shall have the right to require that the utility adjust the

billing date by the number of days by which the postmark (or delivery as in paragraph (b) above) exceeds the original billing date.(d) Finance charges. -- No interest, finance, or service charge for the extension of credit shall be imposed upon the consumer or creditor if the account is paid within twenty-five (25) days from the billing date. No utility shall apply a late payment, interest, or finance charge to the balance in arrears at the rate of more than 1% per month; provided, however, that a certified intrastate interexchange carrier may apply a rate of 1 1/2% per month to non-residential accounts if such carrier does not bill such end users through a local exchange carrier. The bill shall clearly state the interest rate. All utilities which are required to file tariffs and which apply an interest, finance, or service charge must file tariff provisions to that effect. All utilities must apply the appropriate interest, finance, or service charge on a uniform basis.(e) Acceleration of Past Due or Delinquent Date in Rare Cases and with Good Cause -- If a utility with good cause determines that the credit rating of a customer has been jeopardized by unusually extensive use of a metered or toll service, such as long distance telephone service, or by other factors which indicate the likelihood that the customer cannot pay his outstanding bill, and for which the customer's deposit, if there be one, does not furnish adequate security, the utility may accelerate the past due or delinquent date and proceed with disconnect or toll denial procedures under N.C.U.C. Rule R12-8 and R12-17; provided, however, that it must state to the customer in writing its cause for so doing and file a copy of said statement with the Commission.

### **2.5.3. Advance Payments**

To safeguard its interests, Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a period to be set between Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill. An advance payment will be required in addition to a deposit.

### **2.5.4. Payment for Service**

- A. Facilities and Service Charges – the Customer is responsible for the payment of all charges for Facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons. Payment may be made by check, credit card, bank draft or electronic funds transfer.
- B. Taxes – the Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges, however designated, (excluding taxes on Company's net income)

imposed on or based upon the provision, sale or use of the Company's Services.

- C. Changes in Service Requested – If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, Premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.

#### **2.5.5. Billing and Collection of Charges**

##### **A. Billing and Payments**

1. Service is provided and recurring Service charges billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer.
2. Non-recurring charges and charges based on actual usage are billed monthly in arrears. Flat rate charges will be billed monthly in advance or in arrears.
3. Customers may access their bills by signing on to PNG's Customer Portal at <https://secure.pngcom.com/customerportal/loginform.php>. PNG's primary method of rendering and submitting bills is electronic. Those Customers who do not opt to pay their bills via the Customer Portal may receive a paper bill. A monthly fee of \$1.00 may be charged to Customers who desire a paper bill. The electronic form of bill on the Customer Portal contains all of the same information as the paper bill, as required by Commission rules and regulations.
4. Company accepts payment by check, bank draft, credit card or electronic funds transfer.
5. Bills will contain the information required by and comply with Commission Rule PSC 165.05 (1).

##### **B. Excessive Usage**

If a Customer accumulates, within any consecutive five (5) day period, usage charges exceeding twice the average monthly usage charges for the previous two (2) monthly billing periods, and the Customer's credit record indicates that satisfactory payment may not be made on this amount, Company may issue a special usage bill. The special bill shall be due twenty-one (21) days from the mailing date of the bill, twenty-one (21) days if delivered.

##### **C. Returned Payments**

When a check, credit card payment, bank draft or electronic funds transfer is returned or refused for insufficient funds, a closed or non-existent account, insufficient credit available or any other reason, the Customer will be assessed the following charge:

Charge per returned payment	\$15.00
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D. Disputes

Billing disputes will be addressed as set forth in Section 2.5.6.

## **2.5.6. Customer Complaints and Disputed Bills**

- A. Complaints and billing disputes should be addressed to the Company's Customer Service organization via telephone to 800-860-9495. Customer Service representatives are available from twenty-four hours a day, seven (7) days a week.
- B. Customer may also direct inquiries or complaints regarding Service or accounting in writing to the Company at:

PowerNet Global Communications  
Attention: Customer Service  
100 Commercial Drive  
Fairfield, OH 45014

- C. If the Customer has contacted PNG and has been unable to resolve the complaint or dispute, the Customer should contact the Commission:

North Carolina Utilities Commission  
Public Staff Consumer Services  
4326 Mail Service Center  
Raleigh, NC 27699-4326

919-733-9277 (voice)  
919-733-4744 (fax)

<http://www.ncuc.commerce.state.nc.us/>

## **2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

Interruptions in Service that are not caused by the Customer, or during which the Company does not provide a satisfactory replacement Service, will be credited to the Customer as set forth in Section 2.6.1 for the part of the Service that the Interruption affects.

### **2.6.1. Credit for Interruptions**

- A. In the event the Customer's Service is interrupted otherwise than by the negligence or willful act of the Customer and it remains out of order for a substantial period of time after being reported or found to be out of order, appropriate adjustments or refunds shall be made, upon the request of the Customer. The refund to the Customer shall be the pro rata part of the month's charge for the period of days that the portion of the Service and Facilities are rendered useless or inoperative, in excess of 24 hours.
- B. The refund may be accomplished by a credit on a subsequent bill for Service.
- C. The refund shall not be applicable for the time that the Company stands ready to repair the Service and the Customer does not provide access to the Company for such restoration work.
- D. Credits for Interruptions of Service shall in no event exceed an amount equivalent to the recurring monthly charges for the month of Service during which the event that gave rise to the claim for a credit occurred.
- E. Only those Facilities on the interrupted portion of the circuit will receive a credit.

### **2.6.2. Use of Another Means of Communications**

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

## **2.7. USE OF CUSTOMER'S SERVICE BY OTHERS**

Joint use arrangements will be permitted for all Services provided under these T's & C's. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the Service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue Service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the Service, each Joint User shall be responsible for the payment of the charges billed to it.

## **2.8. DISCONNECTION OF SERVICE**

### **2.8.1. Suspension of Service**

Customers' Service is subject to Suspension and Disconnection for the reasons listed in Section 2.8.2 below. In the event of circumstances in which Company may Disconnect Service, the Company will first Suspend the Customer's Service with notice, if required. If Service is Suspended, the Customer's telephone number is

reserved for twenty (20) days. If the Customer's Service is restored within twenty (20) days, the Customer is required to pay the Restoral Charge of \$25.00. If the reason for Suspension is not resolved within the twenty (20) day period of Suspension, the Customer's Service will be Disconnected according to the Commission's rules and regulations and Section 2.8.2 below. If Service is Disconnected, a new telephone number will be assigned to the Customer and the Customer will be required to reapply for Service as a new Customer, pay all outstanding amounts, or enter into a deferred payment agreement as set forth in Section 2.5.5(M), pay a deposit, and pay all charges for new Service.

## **2.8.2. Disconnection and Refusal of Service**

Pursuant to North Carolina Utilities Commission Rules R12-8 and R12-17, the following regulations apply to the disconnection of service.

### **A. Written Notice**

1. Company will not discontinue service to a customer or impose toll denial for nonpayment of bill without first having diligently tried to induce the customer to pay the same and until after at least five (5) calendar days' written notice of discontinuance of service to the customer.
2. The written notice will be delivered by first-class mail, or by other delivery to the premises served, or by other legal means of service of process.
3. The five (5) days' notice period shall begin to run from the day following deposit of the notice in the post office or from the day of otherwise delivery of the notice to the premises served, or from the day of other legal service.
4. In the case of any customer who has a record of abuse of or excessive use of metered or toll service for which the customer's deposit would not furnish security for such five (5) days' notice period, Company may discontinue service after 24-hour notice.
5. In the case of any residential telephone customer who has a record of abuse of or excessive use of toll service for which the customer's deposit would not furnish security for such five (5) days' notice period, Company may not discontinue local service but toll service may be globally denied after 24-hour notice.

### **B. Disconnection and denial of service.**

1. Terms used in this regulation are defined in NCUC Rule R12-17
2. Company may disconnect local service or bundled local service to residence customers for nonpayment of past due charges except in accordance with these principles:
  - (a) Local service may be disconnected for nonpayment of past due charges for local service provided by the Company
  - (b) Bundled local service may be disconnected for failure to pay the total past due charges for the service.
  - (c) Before the local service portion of bundled local service is disconnected, the Company will provide the customer with the

- opportunity of maintaining local service by paying the regulated past due balance owed for local service or a surrogate amount equal to or less than the past due balance owed for local service.
- (d) If the regulated past due balance owed for local service or the surrogate amount has been paid in full or is sufficiently current, the Company will continue to provide the customer with the customer's current local service. If toll service charges remain unpaid, global toll denial may be imposed, after appropriate notice under Commission rules. The notice of global toll denial will also advise the customer that they may subscribe to any local services, as defined in NCUC Rule R12-17(a)(1), offered by the Company.
  - (e) If a customer's local service has been disconnected for nonpayment, the Company will re-establish local service with the local service option of the customer's choice, provided that the customer pays the regulated past due balance owed for local service.
  - (f) If the Company does not provide local service on an unbundled basis, Sections 2(c)-(e), above will not apply, and the Company may require the customer to pay the past due balance owed (excluding amounts billed by the telephone utility on behalf of third parties for service other than the bundled service) before bundled local service is restored.
  - (g) The Company will not disconnect a customer's local service, nor impose global toll blocking, for nonpayment of disputed charges.
  - (h) If a residential customer under global toll denial incurs charges for toll service which are billed on the customer's local telephone bill, by abuse or fraud, which includes the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, toll service message telecommunications service by rearranging, tampering with, or making connection with any facilities of the telephone utility, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service, the telephone utility may discontinue the customer's local service.
3. Partial payments
- (a) Partial payments to the Company will be allocated as follows: first to local service, second to other regulated service, and third to nonregulated service.
  - (b) In the event a customer or an agent of a customer makes a payment that is within \$1.00 of the past due amount and in the absence of the customer's or agent's specific instruction to apply the payment otherwise, the payment may be allocated as follows: first to past due local service, second to other past due regulated service, and third to past due nonregulated service.

4. Global toll denial for residential telephone customers
  - (a) The Company may impose global toll denial for failure to pay any of the following charges:
    - (1) Charges for unbundled interLATA toll service and unbundled intraLATA MTS (whether carried by the preferred interexchange carrier (PIC) or by using dial-around services (101XXXX));
    - (2) Charges for collect interLATA and intraLATA toll calls;
    - (3) Charges for interLATA and intraLATA toll service that is provided by a third party as part of a bundle offered jointly with the Company;
    - (4) Charges for toll calls made through 8XX toll-free numbers which result in charges for regulated services being billed back on the local service provider bill; or
    - (5) Charges for international calls to information service providers (ISPs) on the third occasion as addressed in Rule R12-17(g) below.
  - (b) Company will not impose global toll denial for failure to pay charges for:
    - (1) Calls to 900 numbers and nonregulated charges other than toll services; or
    - (2) International calls to ISPs on the first and second occasion as addressed in Rule 12-17(g) below.
  - (c) When global toll denial is imposed, the Company may block the customer's ability to place interLATA and intraLATA toll calls. The customer's current local service will not be impaired and the Company will provide the customer with local service in accordance with NCUC Rule R12-17(b)(4). Further, the global toll denial mechanism may not block 8XX toll free numbers; except that the Company may choose, at its discretion, to block certain 8XX toll free numbers that result in toll charges being billed on the customer's local telephone bill. The Company may also provide, at its discretion, other blocking services to a customer when global toll blocking is imposed, such as blocking of all 8XX toll free numbers, if the customer affirmatively chooses such blocking services.
  - (d) Global toll denial will not block access to expanded local service or toll service that is included along with local service in a bundle of services for which the customer pays a flat monthly rate.
  - (e) Global toll denial includes billed number screening.
5. Regulated service may not be discontinued for failure to pay nonregulated charges, except in the case of nonregulated services included in bundled local service offered by the Company, when the Company does not offer an unbundled local service.
6. The Company will discontinue a customer's service for nonpayment of Designated Services.



- (a) For purposes of this rule, the term " Designated Services" means 900 service, 976 service, or 500 or 700 service when such service is used in a 900-like manner.
  - (b) In such cases the Company will follow these procedures:
    - (1) If the Customer is willing to make payments, the Company will attempt to make reasonable arrangements for payment.
    - (2) If the Customer challenges the bill or is otherwise unwilling or unable to pay, the Company will remove the charges from the customer's bill on the first occasion and will offer the subscriber free blocking of Designated Services. If the Customer declines to allow the free blocking, the Company must inform the Customer in writing that any charges incurred after that date will result in blocking of Designated Services.
    - (3) On the second occasion that the Customer challenges the bill, or is unwilling or unable to pay, the Company shall remove the charges from the Customer's bill and shall impose free blocking of Designated Services on the Customer
7. The Company will not discontinue a customer's service for nonpayment of international calls to information service providers except as provided herein. In such cases, the Company will follow these procedures:
- (a) If the Customer is willing to make payments, the Company will attempt to make reasonable arrangements for payment.
  - (b) If the Customer challenges the bill, or is otherwise unwilling or unable to pay, the telephone utility shall remove the charges from the Customer's bill on the first occasion. The Company will offer the Customer free global toll denial.
  - (c) If, after the first occasion, the Customer incurs additional charges for international calls to information service providers and challenges the bill, or is unwilling or unable to pay, even in installments, the Company will remove the charges from the Customer's bill. The local carrier will offer the Customer free global toll denial and will advise the Customer, in writing, that any additional charges incurred will not be removed and will result in imposition of global toll denial unless the charges are paid. If the Company does its own billing and intends eventually to apply selective toll denial for nonpayment of such charges, the Company will advise the Customer in writing that any additional charges incurred will not be removed and will result in imposition of selective toll denial unless the charges are paid.
  - (d) If the Customer incurs additional charges for international calls to information service providers after charges have been removed on two previous occasions, and after written notice as described above, and the Customer refuses to pay the additional

charges or to commit to and honor reasonable payment arrangements for the additional charges upon demand, the Company may impose global or selective toll denial on the Customer's lines .

8. Treatment of debts for telephone service that are more than three years old.
  - (a) Company may deny local service to a customer for nonpayment of charges that were incurred more than three years prior to the date of such denial, unless the utility filed and is actively pursuing a pending court action or has secured a valid court judgment for nonpayment of local charges within three years of the date when such charges were incurred.
  - (b) The Company will not deny bundled local service to a customer for nonpayment of charges that were incurred more than three years prior to the date of such denial; provided that the Company may deny bundled local service to a customer for nonpayment of charges for local or bundled local service if it filed and is actively pursuing a pending court action or has secured a valid court judgment against the customer for nonpayment of such charges within three years of the date when the charges were incurred.
  - (c) The Company may deny unbundled toll service to customers for nonpayment to that utility of outstanding charges for unbundled toll service that are more than three years old only through selective toll denial. Provided, that this provision shall not impose an affirmative duty on the Company to suspend global toll denial on its own initiative after such three year period. However, if a customer requests that the Company suspend global toll denial after such time, the Company may not continue to impose global toll denial for nonpayment of such a debt. The Company may impose global toll denial for debts that are more than three years old if the utility filed and is actively pursuing a pending court action or has secured a valid court judgment for nonpayment of such charges within three years of the date when such charges were incurred.

## **2.9. RESTORATION OF SERVICE**

- 2.9.1. The use and restoration of Service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.9.2. Service that has been Suspended or Disconnected pursuant to Section 2.8 of these T's & C's shall be restored when the causes of Suspension or Disconnection have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit or restoral fee, have been made as provided for in the T's & C's; or as the Commission may

order pending resolution of any bona fide dispute between the Company and the Customer or Applicant over the Suspension or Disconnection.

**2.10. NOTICES AND COMMUNICATIONS**

- 2.10.1.** The Customer will designate an address to which the Company will mail or deliver all notices and other communications. The Customer may also designate a separate address to which the Company's bills for Service will be mailed.
- 2.10.2.** The Company will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.
- 2.10.3.** All notices or other communications required to be given pursuant to these T's & C's will be in writing, unless otherwise provided.
- 2.10.4.** The Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.11. FULL FORCE AND EFFECT**

Should any provision or portion of these T's & C's be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of these T's & C's will remain in full force and effect.

**2.12. CREDIT LIMIT**

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

## **SECTION 3 – DESCRIPTION OF SERVICE**

### **3.1. APPLICATION OF RATES**

#### **3.1.1. General**

The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

- A. Nonrecurring Charges for installation of Facilities and Services;
- B. Monthly Rates for availability and use of Facilities and Services; and
- C. Usage or Transaction Charges (where applicable).

#### **3.1.2. Application of Business and Residential Rates**

- A. The determination as to whether telephone Service should be classified as Business or Residential is based on the character of the use to be made of the Service. Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, Service is classified as Residential Service.
- B. Residence rates apply at the following locations, among others:
  - 1. In private residences, in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the Service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
  - 2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has Service at another location where Customer is charged at business rates.
- C. Business rates apply at the following locations, among others:
  - 1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
  - 2. In Residence Locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in Residence Locations where an extension is located at a place where business rates would apply.

3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no Service at business rates at another location.
4. In any Residence Location where there is substantial business use of the Service and the Customer has no Service at business rates.

### **3.1.3. Service Areas**

- A. The Company is authorized to provide Exchange access Services in the state of North Carolina.
- B. The Company currently provides services in the portions of North Carolina served by BellSouth Telecommunications, Inc. (BellSouth)
- B. Company's description of Service area in no way compels Company to provide any Service in an area where Facilities or other extenuating factors limit Company's ability to provide Service.

### **3.1.4. Local Calling Areas**

- A. The Company will provide Service in BellSouth Exchanges as listed in Section 5 of these T's & C's and in Bell South's General Subscriber Services Tariff on file with the Commission. Company concurs in the Exchange Areas set forth in BellSouth's tariffs.
- B. When Facilities and Service arrangements permit, this section will be expanded to include the Services areas of other Incumbent Local Exchange Carriers with which Company may interconnect in the future.

## **3.2. CHARGES BASED ON DURATION OF USE**

### **3.2.1. Duration Rules**

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

- A. Calls are measured in durational increments identified for each Service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local Carrier and any intermediate Carrier(s). Timing for operator Service Person-to-Person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX Station called.

- C. Timing terminates on all calls when the calling party hangs up or PNG's network receives an off-hook signal from the terminating Carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

### 3.2.2. Applicable Rate Periods

Where charges for a Service are based on rate periods, applicable rate periods are as indicated in the chart below, unless otherwise specified:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

\* to, but not including

## 3.3. RATES BASED UPON DISTANCE

### 3.3.1. General

Where charges for Service are specified based upon distance, the following rule applies: Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). Where there is no telephone number associated with an Access Line on PNG's network (such as a dedicated 800 or WATS Access Line), PNG will apply the Rate Center of the Customer's main billing telephone number.

### 3.3.2. Calculating Distance

Where applicable, the distance between the originating point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by NECA tariff FCC No. 4, in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the originating point and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.

- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers.

Formula:

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

### **3.4. NON-RECURRING CHARGES**

#### **3.4.1. Connection Charge**

##### **A. Application of Connection Charge**

The Connection Charge is a nonrecurring charge that applies to the following:

1. Installation of a new Service;
2. Transfer of an existing Service to a different location;
3. Change from one Class of Service to another at the same or a different location;
4. Restoral of Service, which applies each time a Service is reconnected after Disconnection of the Service as set forth in Section 2.8 of these T's & C's; and
5. Installation of an additional line.

#### **3.4.2. Moves, Adds and Changes**

- A. The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge as set forth in Section 4 below for the underlying Service will apply as if the work had been done by the Company.
- B. The Customer will be assessed a charge for any move, add or change of a Company Service. Move, Add and Change are defined as follows:

- Move: The Disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same Premises.
- Add: The addition of a vertical Service to existing equipment and/or Service at one location.
- Change: Includes rearrangement or reclassification of existing Service at the same location.

### **3.4.3. Trouble Isolation Charge**

Trouble isolation and other repair Services are provided to Customers by the underlying Carrier, at the underlying Carrier's rates, terms and conditions, pursuant to the underlying Carrier's local tariff on file with the Commission. The Company bills Customers for trouble isolation and other repair costs at the underlying Carrier's tariffed rates.

### **3.4.4. Missed Appointment**

Customer must be available for scheduled appointments or be assessed a missed appointment charge.

### **3.4.5. Restoral Charge**

At the Customer's request, and upon payment of all outstanding non-disputed amounts owed by the Customer to the Company for Service, Company will reconnect Customer whose Service has been Suspended for non-payment. A restoral charge will be assessed per occurrence.

### **3.4.6 Conversion Fee**

The conversion fee is applied to the Customer's account upon the Customer moving from a carrier other than PNG to PNG for local service

## **3.5. NETWORK EXCHANGE SERVICES**

### **3.5.1. General**

Sections 3.6 and 3.7 of these T's & C's contain a general description of the Services offered by PNG and the rates applicable to each Service. PNG provides switched, telephonic-quality voice and data transmission Services that enable Users to communicate on a real-time basis between points within Local Calling Areas in the State of North Carolina, as well as ancillary Services that facilitate the use or expand the capabilities of switched communications Services. Services may be performed by resale of Services provided by other telephone companies.



- A. Basic Local Exchange Service – provides a Customer with a telephonic connection to, and a unique telephone number on, PNG's switching network which enables the Customer to:
1. receive calls from other Stations on the public switched telephone network;
  2. access PNG's Local Calling Services and other Services as set forth in these T's & C's;
  3. access Interexchange calling Services of PNG and of other Carriers;
  4. access (at no additional charge) to PNG's operators and business office for Service related assistance;
  5. access toll-free telecommunications Services such as 800 NPA; and access toll-free emergency Services by dialing 0 or 9-1-1 (where available);
  6. access relay Services for the hearing and/or speech impaired.

Basic Local Exchange Service also may be used to originate calls to other telephone companies' caller-paid information Services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information Services will be blocked by PNG's switch at no charge upon Customer request. PNG Customers are provided with Collect Call, Person to Person, and Third Party Billed Blocking Service automatically upon subscription to PNG's Services at no charge. Each Basic Local Exchange Service corresponds to one or more telephonic communications Channels that can be used to place or receive one call at a time.

- B. Exchange Access Line – Individual line Residence and Business Service is comprised of Exchange Access Lines defined as the Service Central Office line equipment and all PNG plant Facilities up to the demarcation point. These Facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll Service and for local calling appropriate to the tariffed use offering selected by the Customer.

C. Timing of Calls

1. Calls are billed in one (1) minute increments unless otherwise noted.
2. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment.
3. Calls less than the minimum length will be rounded to the minimum length.
4. There is no billing for incomplete calls

5. For Station-to-Station calls, call timing begins when a connection is established between the calling telephone and the called telephone Station.
6. Call timing ends when the calling Station "hangs up," thereby releasing the network connection. If the Called Station "hangs up" but the calling Station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

**D. Call Charges**

1. Based on Duration – Rates are based on the duration of the call as measured according to Section 3.5.1(C) above.
2. Mileage and Time Periods – Rates do not vary between time periods or with mileage.
3. Per Call Charges – Where live or automated operator assistance is required for call completion or billing, a per-call Service charge applies. The per call Service charge is assessed in addition to any applicable rate based on call duration.

**3.5.2. Services Offered**

**A. Residential Network Switched Services**

1. Call to Connect Simple Bundled Service
2. Call to Connect Bundled Service
3. Call to Connect Plus Bundled Service

**B. Business Network Switched Services**

PNG does not currently provide service to business customers.

**3.6. RESIDENTIAL SERVICES**

Local Exchange Service Areas are described in Sections 3.1.3 and 3.1.4. The Services and Packages in this section are offered to Residential Customers only.

**3.6.1. Residential Bundled Services**

- A. General – Network Exchange Bundled Service** is a bundle or package of telecommunications Services which may include Basic Service, IntraLATA

Toll Service, InterLATA Toll Service. Wireless Service, voice mail and/or Internet access may be available with some packages at an additional charge.

**B. Bundled Service Packages**

**1. Call to Connect Simple Bundled Service**

Provides Customers with Unlimited locals calls and thirty (30) minutes of unlimited long distance calling in the United States. Additional toll intraLATA and interLATA billed at a per minute rate. Customer must choose PNG as intraLATA and interLATA carrier.

**2. Call to Connect Bundled Service**

Provides Customers with Unlimited locals calls and one hundred (120) minutes of unlimited long distance calling in the United States. Additional toll intraLATA and interLATA billed at a per minute rate. Customer must choose PNG as intraLATA and interLATA carrier.

**3. Call to Connect Plus Bundled Service**

Provides Customers with Unlimited locals calls and one hundred (120) minutes of unlimited long distance calling in the United States, as well as the following custom calling features: Caller ID with name, Call Waiting and Caller ID Waiting. Additional toll intraLATA and interLATA billed at a per minute rate. Customer must choose PNG as intraLATA and interLATA carrier.

**3.6.2 Custom Calling Features**

Customers also may choose to subscribe to certain individually available custom calling features for a monthly, or with some features, a per use, fee per feature, as set forth below. Custom calling features available on an individual basis are as follows: Automatic Call Rejection (Privacy Manager), Call Blocking (Call Screening), Call Forwarding, Call Return (Automatic Call back), Call Trace, Call Waiting, Call Waiting Deluxe, Per Call Blocking, Caller ID With Name\* (includes Anonymous Call Rejection), Repeat Dial (Busy Redial), Speed Dialing 8 and Three-Way Calling.

\* The name and number of your caller may not be displayed for every incoming call. In some cases, you will see a message on your Caller ID display unit instead of the name and number of the caller. The exact wording of the message may vary depending upon your display unit. "Out of Area" or "Unavailable" messages are from calls made outside specially equipped areas and calls made through an operator.

"Private" or "Anonymous" messages are from calls made by people who have blocked the display of their telephone information

### **3.7. BUSINESS SERVICES**

PNG does not currently provide service to business customers.

### **3.8. DIRECTORY LISTINGS**

#### **3.8.1. Regulations**

##### **A. Primary Listing**

For each Customer of Company-provided Exchange Access Service(s), PNG shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Carrier in the area at no additional charge. For Customers with multiple Premises served by PNG, PNG will arrange for a listing of the main billing telephone number at each premise.

##### **B. Length of Directory White Pages Listing**

The Company reserves the right to limit the length of any White Pages Directory Listing by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one (1) line is required to properly list the Customer, additional charges will not apply.

##### **C. Right of Refusal**

The Company may refuse a White Pages Directory Listing which is known not to constitute a legally authorized or adopted name, where obscenities or offensive material appear in the listing, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

##### **D. Sections**

Each White Pages Directory Listing must be designated as either "Government", "Business" or "Residence" so that it can be placed in the appropriate section of the White Pages Directory. In order to aid the User of the White Pages Directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business section and only residential listings in the Residential section.

The Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

E.      Schedule

In order for listings to appear in an upcoming White Pages Directory, the Customer must furnish the listing to the Company in time to meet the directory-publishing schedule.

F.      Other Requirements

The Customer's White Pages Directory Listing may be subject to other requirements imposed by the ILEC publishing the telephone directory.

**3.8.2.      Descriptions**

White Pages Directory Listings are provided in connection with each Customer's Service as specified herein.

A.      Primary Listing

A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. A primary White Pages Directory Listing is provided in connection with Local Exchange Service at no additional charge.

B.      Additional Listings

In connection with Business Service, additional listings are available to be printed in the White Pages Directory in the names of Authorized Users of the Customer's Service, as defined herein. Rates for additional listings are specified in these T's & C's.

C.      Non-published Listings

Listings that are not printed in the White Pages Directory are referred to as Non-published Listings. These types of listings are not available from Directory Assistance and are omitted or deleted from Directory Assistance records. Non-published Listing Service will be furnished, at the Customer's request, subject to the provisions of and charges in these T's & C's.

D.      Non-listed Service

Non-listed Service will be furnished at the Customer's request, providing for the omission of the Customer's listing from the White Pages Directory. Such listings will be maintained in the Directory Assistance database and other

records and will be provided upon request to callers of Directory Assistance. Charges for Non-listed Service are specified in these T's & C's.

### **3.9. DIRECTORY ASSISTANCE AND CALL COMPLETION**

#### **3.9.1. Directory Assistance**

- A. PNG furnishes Directory Assistance Service for the purpose of aiding Customers in obtaining telephone numbers through arrangements with the incumbent Local Exchange Carrier when a party requests assistance in obtaining telephone numbers of Customers who are located within the same numbering plan area as the number the party is calling from.
- B. Exempted from a charge for Directory Assistance are calls originating from accounts being used by certified visually or physically Handicapped persons.
- C. There are no call allowances for Directory Assistance.

#### **3.9.2. Call Completion**

Call Completion will provide a Customer who has accessed the local Directory Assistance operator and has received a number from the Audio Response Unit the option of having their call completed for them by depressing a specific digit on a Touch-Tone telephone. Call Completion Service is offered where Facilities permit.

- A. The calling number and the number requested must be in the same LATA.
- B. The following types of calls will not be eligible for Call Completion:
  - 1. Non-Bell Exchange Carrier customers that access the Company's Directory Assistance service
  - 2. Any Special Line Class Codes
  - 3. Alternately Billed Calls; e.g., Collect, Calling Card, or Billed to Third Number
  - 4. Any PBX type customer who requires real-time notification of charges, i.e., HOBIC
  - 5. Calls from tandems where the end user cannot be identified
  - 6. Calls from Payphone Service Provider coin or coinless stations
  - 7. Cellular Providers
  - 8. WATS
- C. Normal Message Telecommunications Service charges as provided in Section 4 will apply for calls completed to telephone numbers outside of the Customer's Local Calling Area as defined in Sections 3.1.3, 3.1.4 and Section 5. A local message charge as provided in Section 4 will apply for calls completed to telephone numbers within the Customer's Local Calling Area, as defined in Sections 3.1.3, 3.1.4 and Section 5.

- D. Billing for usage charges will be handled in the same manner as the billing for the original Directory Assistance call. That is, a caller may not place a direct dial call to Directory Assistance and then request an alternate billing method for the usage portion of the completed call.

### **3.10. OPERATOR SERVICES**

#### **3.10.1. Generally**

Local operator handled calling services are provided to Customers and Users of Company provided Service. Per Call charges, which reflect the level of operator assistance and billing arrangement requested by the Customer, apply in addition to any other applicable local usage charges. Company provides collect call, third-party billed and Person-to-Person call blocking automatically upon subscription at no charge. Thus, Customers may dial, but may not receive or be billed for, these types of calls.

#### **3.10.2. Busy Line Verification and Line Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local Service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the Call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

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

### **3.11. ADDITIONAL CHARGES**

In addition to the Service charges described elsewhere in these T's & C's, the following charges apply to each individual Exchange Access Service line unless otherwise specified.

#### **3.11.1. Customer Line Charge**

As established by the Federal Communications Commission applies in addition to the monthly Basic Exchange Access Services rate described above.

#### **3.11.2. Other Government Fees or Charges**

Any applicable municipal, state or federal taxes, telecommunications municipal infrastructure maintenance fees or other charges.

#### **3.11.3. Casual Traffic Charges**

Charges that are derived from third party calls (e.g. 10XXX, 900/976, third party calls initiated by Customer through PNG's system) and trafficked over PNG's system.

#### **3.11.4. Primary Interexchange Carrier Change Charge**

Customers may be presubscribed to the Carrier of their choice for both InterLATA and IntraLATA Service. The Customer will incur a charge each time there is a change in the long distance Carrier associated with the Customer's IntraLATA or InterLATA Service after the initial installation of Service.

#### **3.11.5. Local Number Portability (LNP)**

Customers are assessed this fee for costs incurred when an End-User switches local Carriers while maintaining the same local telephone number.

#### **3.11.6. Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371 and subsequent orders), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided Services. This surcharge, set forth in Section 4 of these T's & C's, is in addition to standard tariffed usage charges and any applicable Service charges and surcharges associated with Service and applies for the use of the instrument used to access Company provided Service. The surcharge is unrelated to the Service accessed from the pay telephone.

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

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

#### **3.11.7. Network Connectivity Charge**

Customers are assessed this charge which combines the Universal Service fee and Carrier fees. In an effort to provide the lowest per minute rate to our customers, PNG utilizes multiple carriers that charge PNG various fees. This Carrier fee is to partially



recover these fees. It is charged as a percentage of usage charges, local charges and PIC fees. This is not a government mandated fee.

### **3.12. CUSTOM CALLING FEATURES**

#### **3.12.1. Generally**

Certain Custom Calling Features in this section are included in Network Exchange Bundled Service packages offered by PNG. Other Custom Calling Services described below also may be purchased in addition to the Services included in a particular package, but these features are available only when purchased in combination with a PNG provided Network Exchange Bundled Service.

#### **3.12.2. Feature Descriptions**

- A. Anonymous Call Rejection (Privacy Manager) - allows a called party to reject calls from parties that have activated the \*67 Per Call Blocking feature to prevent the display of the calling telephone numbers to Caller ID - Number Only Customers, or to prevent the display of the calling telephone numbers and associated main listed names to Caller ID Customers. When Anonymous Call Rejection is activated, such calls will be routed to an announcement which tells the calling party that the called party will not accept calls from callers who have chosen to prevent the display of their telephone numbers and names. The calling party will be instructed to hang up and place the call again, without activating the \*67 Per Call Blocking feature. Customers may activate or deactivate Anonymous Call Rejection by dialing an activation code.
- B. Call Blocking (Call Screening)– allows Customers to block calls from different telephone numbers. A screening list is created by the Customer either by adding the last number with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such number hear an announcement that the calling party is not accepting calls.
- C. Call Forwarding– a Customer activated feature that automatically transfers all incoming calls from the Customer’s telephone number to another dialable telephone number until the Customer deactivates the feature. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Variable is billed for the forwarded leg of the call.
- D. Call Return (Automatic Call Back)(\*69) – This service allows a customer to return the most recent incoming call and hear an announcement of the last telephone number that called. To activate Return Call (\*69), the customer dials a code, then hears an announcement of the telephone number of the last party that called. If the customer wishes to return the call right away, voice prompts will instruct the customer to dial a certain digit and the call will automatically be returned. Call return is available on a per-use basis or on a monthly basis.

- E. Call Trace - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company for action. The Customer originating the trace will not receive the traced telephone number. The results of the trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them. Call Trace is only available on a per use basis.
- F. Call Waiting—provides Customer a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Call Waiting service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer's responsibility to obtain such Customer provided equipment.
- G. Call Waiting Deluxe (CWD) - Allows a customer to control the treatment applied to incoming calls while the customer is off-hook on a call. Call Waiting Deluxe includes the functionality of the Call Waiting feature and provides several additional call disposition options. The customer must have Caller ID for the calling identification data of the waiting call to be provided following the Call Waiting Deluxe alerting tone. The customer must subscribe to a Call Forwarding Don't Answer feature in order to forward a waiting call to another location. Call disposition options provided with Call Waiting Deluxe include:
- Answer the waiting call, placing the first party on hold
  - Answer the waiting call, dropping the first party
  - Direct the waiting caller to hold via a recording
  - Forward the waiting call to another location (e.g., a voice mailbox or Telephone Answering Service)
  - Conference the waiting call with the existing, stable call and, if desired, subsequently drop either leg of the "conferenced" call.
- Utilization of the full capabilities of Call Waiting Deluxe requires the use of an Analog Display Services Interface (ADSI) - compatible telephone at the customer's premises. The installation and maintenance of the ADSI-compatible CPE and its technical capability to function in conjunction with the features specified herein is the responsibility of the customer. The Company assumes no liability, and will be held harmless, for any incompatibility between this equipment and the network features described herein. All terms and conditions, including rates, for the other features associated with the line are as described in the feature-specific sections of these T's & C's. Such features must be ordered separate from Call Waiting Deluxe.
- G. Per Call Blocking (\*67) – blocks the Customer's name and number from being transmitted on all outgoing calls from a particular line. Per call

blocking is achieved by pressing \*67 prior to each call, while per line blocking blocks the name and number of every outgoing call. Dialing a special code prior to dialing the number of the person being called can unblock the number and name. Per Call Blocking is provided at no charge.

- I. Caller ID with Name (includes Anonymous Call Rejection)– allows a Customer to see a caller’s name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and/or screen incoming calls. Caller ID records that name, number, date and time of each incoming call – including calls that are not answered by the Customer. Caller ID service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer’s responsibility to obtain such Customer provided equipment.
- J. Repeat Dial (Busy Redial) (\*66) – automatically redials the last telephone number the Customer dialed. If the number is busy, this Service will keep dialing the busy number up to 30 minutes and alert the Customer with a special ring when the line is free. The call will automatically be made when the Customer picks up the receiver. Repeat Dialing does not tie up the Customer’s line, allowing the Customer to make and receive calls while it attempts to redial in the background. Repeat Dial is available on a per-use basis or on a monthly basis.
- K. Speed Dialing 8– allows a Customer to dial selected numbers by means of an abbreviated code. This feature is available in with an 8 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.
- L. Three-Way Calling – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used with both outgoing and incoming calls. Three-Way Calling is available on a per-use basis or on a monthly basis.

## SECTION 4 – RATES AND CHARGES

### 4.1. NETWORK SWITCHED SERVICES

#### 4.1.1. Residential Bundled Services

	Monthly Rate
A. Call to Connect Simple Per Line, Per Month	\$19.33
Toll minutes in excess of included 30 minutes	
Direct Dialed InterLATA Toll, per minute	\$0.129
Direct Dialed IntraLATA Toll, per minute	\$0.129
B. Call to Connect Per Line, Per Month	\$25.33
Toll minutes in excess of included 120 minutes	
Direct Dialed InterLATA Toll, per minute	\$0.129
Direct Dialed IntraLATA Toll, per minute	\$0.129
C. Call to Connect Plus Per Line, Per Month	\$46.33
Toll minutes in excess of included 120 minutes	
Direct Dialed InterLATA Toll, per minute	\$0.129
Direct Dialed IntraLATA Toll, per minute	\$0.129

#### 4.1.2. Business Services

PNG does not currently provide service to business customers.

### 4.2. ADDITIONAL/MISCELLANEOUS CHARGES

#### 4.2.1. Non-Recurring Charges

New Installation*	\$150.00
Move Service to new location*	\$75.00
One-Time Changes to Service	\$9.99
Installation of additional line*	\$75.00
Missed Appointment	\$75.00
Restoral charge	\$25.00
Conversion fee	\$25.00

\* Customer must be available at scheduled install time

#### 4.2.2. Trouble Isolation Charge

Trouble isolation and other repair Services are provided to Customers by the underlying Carrier, at the underlying Carrier's rates, terms and conditions, pursuant to the underlying Carrier's local tariff on file with the Commission. The Company bills Customers for trouble isolation and other repair costs at the underlying Carrier's tariffed rates.

#### **4.2.3 Custom Calling Features**

The following Custom Calling Features are available on a per-use and/or monthly basis, as indicated elsewhere in these T's & C's, at the rates and charges set forth below. The non-recurring charge is a one-time charge applied to the Customer's bill each time the Customer adds a feature to their account.

	<b>Per Use</b>	<b>Monthly</b>
Anonymous Call Rejection (Privacy Manager)	N/A	\$3.50
Call Blocking (Call Screening)	N/A	\$4.95
Call Forwarding	N/A	\$3.05
Call Return (Automatic Call Back) (*69)	\$0.75	\$5.55
Call Trace	\$8.00	N/A
Call Waiting	N/A	\$4.10
Call Waiting Deluxe	N/A	\$7.50
Per Call Blocking (*67)	\$0.00	N/A
Caller ID with Name	N/A	\$9.00
Repeat Dial (Busy Redial) (*66)	\$0.75	\$4.95
Speed Calling 8	N/A	\$2.60
Three-Way Calling	N/A	\$4.35

#### **4.2.4. Additional Monthly Charges**

Customer Line Charge (SLC), per line, per month	\$6.50
Local Number Portability (LNP), per month	\$0.35
Network Connectivity Charge	17.9% of usage charges, local charges and PIC fees

#### **4.2.5. Directory Listing**

Non-Published Listing, per month	\$1.88
Non-Listed Listing, per month	\$0.89
Additional Listing, per month	\$0.80

#### **4.2.6. Directory Assistance**

Directory Assistance, per usage	\$0.75
Directory Assistance Call Completion, per usage	\$0.50

#### **4.2.7. Local Operator Services**

Busy Line Verification and Interrupt Service:	
Per Busy Line Verification Request	\$1.00
Per Line Interruption Request	\$1.00

#### **4.2.8. Presubscribed Interexchange Carrier Charge**

Charge, per incidence	\$9.99
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#### **4.2.9. Pay Telephone Surcharge**

Charge per call	\$0.65
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### **4.3. 911 TELEPHONE SERVICE**

#### **4.3.1. General**

911 Telephone Service allows Customers to reach appropriate emergency Services including police, fire and medical Services. The 911 Service includes lines and Central Office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone Central Office Areas arranged for 911 calling. If 911 Service is not available in an area, PNG shall make arrangements for the Customer to reach the appropriate emergency Services through dialing “0”.

#### **4.3.2. Regulations**

- A. The Company is obligated to supply the E-911 Service provider in its Service area with accurate information necessary to update the E-911 database at the time the Company submits Customer orders to the local Exchange telecommunications company whose service is being resold pursuant to these tariffs.
- B. At the time the Company provides basic local Service to a Customer by means of the Company’s own cable pair, or over any other exclusively owned Facility, the Company will be obligated to make the necessary equipment or Facility additions in order to accurately and properly update the database for E-911.
- C. The Company will be obligated to provide Facilities to route calls from the End Users to the proper Public Safety Answering Point. The Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of Service configurations offered by the Company

### **4.4. ACCESS TO TELEPHONE RELAY SERVICES**

Where required by the Commission, the Company will participate in telephone relay Services for Handicapped and/or hearing impaired End Users, and will comply with all regulations and requirements. The Company will impose any monthly surcharge

or any other related charge upon its Local Exchange Service Customers as may be required by state law.

#### **4.5. CALL BLOCKING SERVICE**

Call Blocking Service is a Service that provides Customers with the capability to block originating calls to the 1-900 calling networks or 976 Services. When Call Blocking Service is requested, all originating calls to 900 numbers nationwide will be blocked. Calls to a 976 Service will also be blocked. Customers with Call Blocking Service attempting to dial a 900 number from a restricted line will reach an intercept announcement. Call Blocking is provided at no charge.

Customers are automatically provided with Collect Call, Person-to-Person and Third Number Billed Blocking upon Subscription to the Company's Services, at no charge.

#### **4.6. SERVICE PROVIDER OPTIONS**

##### **4.6.1. No Primary Interexchange Carrier Option**

Customers have the option of not selecting a toll provider as primary Carrier for IntraLATA and/or InterLATA toll traffic, thus requiring the Customer to use an access code to obtain toll providers' services (i.e., 1010-XXX).

##### **4.6.2. Two Primary Interexchange Carrier Option**

Customers will be able to select one toll provider for IntraLATA toll calls and, if so desired, the same or another toll provider for InterLATA toll calls.

##### **4.6.3. Preferred Carrier Freeze**

The Company offers a free Service called Preferred Carrier Freeze (PCF). This Service is available to all Customers. PCF allows Customers to designate their local long distance (IntraLATA) provider, long distance (InterLATA) provider, and a Local Exchange Service provider as permanent choices which may not be changed absent further authorization from the Customer. The Company will send a letter to each Customer upon initiation or transfer of Service, which informs the Customer of the option to freeze his/her IntraLATA, InterLATA and local Service provider choice(s). At the time a Customer contacts the Company to establish a freeze, a representative will advise him/her on how to facilitate a change of provider(s) on a frozen account.

##### **4.6.4. Carrier Change Charge**

After the initial 30-day period, or at any time after an initial Carrier selection has been made, any Carrier selection or change is subject to a Non-Recurring Charge of \$9.99 per change, per line.

#### **4.7. PROMOTIONS**

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group. Promotional offerings will be made a part of these T's & C's.

#### **4.8 PAYMENT BY PHONE CHARGE**

The payment by phone charge is designed to cover the cost of processing a payment over the phone with a live representative. This charge can be avoided by setting up automatic payments or paying the monthly bill online using the Customer Portal.

Payment by Phone Charge:	\$4.99
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## SECTION 5 – EXCHANGES SERVED

### 5.1. BELLSOUTH EXCHANGES

#### 5.1.1 Local Calling Area Exchanges

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Acme/Wilmington	Lake Waccamaw (ICE), Whiteville (ICE), Wilmington	Atkinson, Long Beach, Beach (ICE), Longwood (ICE), Boiling Springs Lake (ICE), Scotts Hill, Bolivia(ICE), Seaside (ICE), Burgaw, Shallotte (ICE), Carolina Beach, Southport, Castle Hayne, Wrightsville Beach, Holden
Anderson/Greensboro	Burlington, Gibsonville (ICE), Kimesville, Mebane (ICE), Prospect Hill (ICE), Saxapahaw Yanceyville (ICE)	Eden (ICE), Roxboro (ICE), Greensboro, Ruffin, Julian, Stoneville (ICE), Liberty (Randolph Co.) (ICE), Summerfield, Madison (ICE), Timberlake (ICE), Monticello, Reidsville
Antioch, SC	(Refer to the BellSouth South Carolina Tariff for Antioch customers located in the Grover exchange.)	
Apex/Raleigh	Cary, Durham (Wake County)-(919-293)(ICE), Fuguay-Varina (ICE), GTE Research Triangle Park <sup>2</sup> (ICE), Knightdale, Pittsboro (ICE), Raleigh, Wake Forest (ICE), Wendell, Zebulon	Angier (ICE),Balance of the Durham exchange (ICE),Broadway (ICE), Chapel Hill, Clayton (ICE), Creedmoor (ICE), Hillsborough (ICE), Olivia (ICE) Sanford (ICE), Selma

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Arden/Asheville	Asheville, Enka-Candler, Fairview, Black Mountain, Hendersonville, Leicester, Swannanoa, Weaverville (ICE), Barnardsville (ICE)	Brevard (ICE), Canton, Lake Lure, Saluda (ICE), Clyde, Garden City (ICE), Maggie Valley, Mars Hill (ICE), Marshall (ICE), Old Fort (ICE), Waynesville Burnsville (ICE), Cullowhee (ICE), Glenwood Providence (ICE), Guntertown (ICE), Hot Springs (ICE), Marion (ICE), Micaville (ICE), Sevier (ICE), Sylva (ICE) Marshall (ICE)
Asheville/Asheville	Arden, Enka-Candler, Leicester, Swannanoa, Weaverville (ICE), Barnardsville (ICE), Black Mountain, Fairview	Canton, Clyde, Hendersonville, Lake Lure, Mars Hill (ICE), Old Fort (ICE), Brevard (ICE), Burnsville (ICE), Garden City (ICE), Guntertown (ICE), Hot Springs (ICE), Maggie Valley, Micaville (ICE), Saluda (ICE), Waynesville, Bakersville (ICE), Cullowhee (ICE), Glenwood, Providence (ICE), Marion (ICE), Sevier (ICE), Sylva (ICE)
Atkinson/Wilmington	Burgaw	Acme, Castle Hayne, Scotts Hill, Wilmington, Wrightsville Beach, Boiling Springs Lake (ICE), Bolivia (ICE), Carolina Beach

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Belmont/Charlotte	Gastonia, Lowell, Mt. Holly, Mill Creek, SC, Stanley, Charlotte, South Crowders Creek	Lake Wylie, SC, Lake Wylie West, SC, Bessemer City, Clover, SC, Huntersville, Pineville (ICE), Cherryville, Davidson, Denver, Fort Mill, SC (ICE), Kings Mountain, Lincolnton, Matthews (ICE), Rock Hill, SC (ICE), York, SC, Antioch, SC, Concor(ICE), Grover, Harrisburg (ICE), Hemby Bridge (ICE), Hickory Grove, SC, Indian Trail (ICE), Kannapolis (ICE), Maiden, Mooresville (ICE), Sharon, SC, Shelby, Sherrills Ford (ICE), Waxhaw (ICE), Alton (ICE), Catawba (ICE), China Grove-Landis (ICE), Claremont, Cleveland, Fort Lawn, SC (ICE), Goose Creek (ICE), Hickory (ICE), Hildebran (ICE), Lancaster, SC (ICE), Lattimore, Lawndale, Locust, Monroe (ICE), Mountain View (ICE), Mt. Pleasant (ICE), New Salem (ICE), Newton, Oakboro (ICE), Statesville, Troutman, Wingate (ICE)
Bessemer City/Charlotte	Cherryville, Gastonia, Kings Mountain, Mill Creek, SC, South Crowders Creek Lowell, Stanley	Antioch, SC, Belmont, Clover, SC, Grover, Lincolnton, Mt. Holly, Shelby, Lake Wylie, SC, Lake Wylie West, SC, Lattimore, Lawndale, Maiden, York, SC, Caroleen, Charlotte, Davidson, Denver, Ellenboro, Fort Mill, SC (ICE), Hickory Grove, SC, Huntersville, Mountain View (ICE), Newton, Pineville (ICE), Rock Hill, SC (ICE), Sharon, SC, Sherrills Ford (ICE) Bethlehem (ICE), Catawba (ICE), Claremont, Forest City, Granite Falls (ICE), Harrisburg (ICE), Hemby Bridge (ICE), Hickory (ICE), Hildebran (ICE), Indian Trail (ICE), Matthews (ICE), Mooresville (ICE), Morganton, Rutherfordton, Troutman, Valdese (ICE), Waxhaw (ICE)

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Black Mountain/Asheville	Fairview, Swannanoa Arden, Asheville, Barnardsville (ICE), Weaverville (ICE) Enka-Candler, Leicester	Old Fort (ICE), Garden City (ICE), Lake Lure, Burnsville (ICE), Glenwood Providence (ICE), Marion (ICE), Mars Hill (ICE), Micaville (ICE), Sevier (ICE), Bakersville (ICE), Canton, Hendersonville, Marshall (ICE), Saluda (ICE), Brevard (ICE), Clyde, Guntertown (ICE), Hot Springs (ICE), Waynesville
Blowing Rock/Charlotte	Boone, Watauga (ICE)	Sugar Grove (ICE), Banner Elk (ICE), Beech Mountain (ICE), Newland, Lenoir, Taylorsville, Bethlehem (ICE), Granite Falls (ICE), Morganton, Spruce Pine, Valdese (ICE), Hickory (ICE), Hildebran (ICE), Mountain View (ICE), Stony Point,
Boone/Charlotte	Blowing Rock, Sugar Grove (ICE), Watauga (ICE)	Banner Elk (ICE), Beech Mountain (ICE), Newland, Lenoir, Spruce Pine, Bethlehem (ICE), Granite Falls (ICE), Hickory (ICE), Hildebran (ICE), Morganton, Taylorsville, Valdese (ICE)
Burgaw/Wilmington	Atkinson, Castle Hayne, Scotts Hill	Acme, Wilmington, Wrightsville Beach, Boiling Springs Lake (ICE), Bolivia (ICE), Carolina Beach
Burlington/Greensboro	Gibsonville (ICE), Mebane (ICE) Anderson, Kimesville, Saxapahaw Prospect Hill (ICE)	Greensboro, Julian, Liberty (Randolph Co.) (ICE), Monticello, Ramseur (ICE), Randleman (ICE), Reidsville, Ruffin, Summerfield, Timberlake (ICE), Yanceyville (ICE), Asheboro, (ICE), Eden (ICE), High Point (ICE), Kernersville (ICE), Madison (ICE), Roxboro (ICE), Stoneville (ICE), Thomasville (ICE)

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Canton/Asheville	Clyde, Waynesville Maggie Valley	Enka-Candler, Leicester, Arden, Asheville, Brevard (ICE), Marshall (ICE), Weaverville (ICE), Barnardsville (ICE), Black Mountain, Cherokee (ICE), Cullowhee (ICE), Fairview, Guntertown (ICE), Hendersonville, Hot Springs (ICE), Mars Hill (ICE), Swannanoa, Sylva (ICE), Bryson City (ICE), Burnsville (ICE), Cashiers (ICE), Franklin (ICE), Highlands (ICE), Lake Lure, Old Fort (ICE), Saluda (ICE)
Caroleen/Charlotte	Ellenboro, Forest City Rutherfordton, Lawndale	Lattimore, Shelby, Antioch, SC, Grover Bessemer City, Cherryville, Hickory Grove, SC, Kings Mountain, Clover, SC, Gastonia, Hildebran (ICE), Lincolnton, Lowell, Maiden, Mill Creek, SC, Morganton, Mountain View (ICE), Sharon, SC, South Crowders Creek, Valdese (ICE), York, SC
Carolina Beach/Wilmington	Wilmington, Wrightsville Beach	Boiling Springs Lake (ICE), Bolivia (ICE), Southport, Castle Hayne, Long Beach, Scotts Hill, Acme, Holden Beach (ICE), Shallotte (ICE), Atkinson, Burgaw, Longwood (ICE), Seaside (ICE)

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Cary/Raleigh <sup>1</sup>	Apex, Raleigh Fuquay-Varina (ICE) Durham (Wake County) –(919-293 (ICE), Knightdale, GTE Research Triangle Park <sup>2</sup> (ICE), Wake Forest (ICE), Pittsboro (ICE), Wendell, Zebulon	Angier (ICE), Chapel Hill, Clayton (ICE), balance of the Durham exchange (ICE), Broadway (ICE), Creedmore (ICE), Hillsborough (ICE), Olivia (ICE), Sanford (ICE), Selma
Cary-BST Research Triangle Park /Raleigh <sup>1</sup>	Apex, Raleigh Fuquay-Varina (ICE) Chapel Hill, balance of Durham exchange (ICE), Durham (Wake County) – (919-293 (ICE), GTE Research Triangle Park <sup>2</sup> (ICE), Knightdale, Wake Forest (ICE), Creedmoor (ICE), Pittsboro (ICE), Wendell, Zebulon	Angier (ICE), Clayton (ICE), Broadway (ICE), Hillsborough (ICE), Olivia (ICE), Sanford (ICE), Selma
Castle Hayne/Wilmington	Scotts Hill, Wilmington, Burgaw	Wrightsville Beach, Acme, Atkinson, Carolina Beach, Boiling Springs Lake (ICE), Bolivia (ICE), Holden Beach (ICE), Long Beach, Shallotte (ICE), Southport

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Chapel Hill/Raleigh	408 central office prefix of the Durham exchange (ICE), Hillsborough (ICE), Pittsboro (ICE), GTE Research Triangle Park <sup>2</sup> (ICE), BST Research Triangle <sup>3</sup> , Saxapahaw, Mebane (ICE), Raleigh- Durham Airport <sup>4</sup>	Balance of the Durham exchange (ICE), Apex, Cary, Creedmoor (ICE), Fuquay- Varina (ICE), balance of the Raleigh exchange, Angier (ICE), Broadway (ICE), Clayton (ICE), Knightdale, Olivia (ICE), Sanford (ICE), Wake Forest (ICE), Wendell, Zebulon
Charlotte/Charlotte	Matthews (ICE), Pineville (ICE), Belmont, Harrisburg (ICE), Hemby Bridge (ICE), Huntersville, Indian Trail (ICE), Lake Wylie, SC, Mt. Holly, Davidson, Stanley, Waxhaw (ICE), Denver, Locust, Mooresville (ICE)	Lake Wylie West, SC, Lowell, Concord (ICE), Fort Mill, S(ICE), Gastonia, Goose Creek (ICE), Mill Creek, SC, South Crowders Creek, Bessemer City, China Grove-Landis (ICE), Clover, SC, Kannapolis (ICE), Kings Mountain, Lincolnton, Monroe (ICE), Mt. Pleasant (ICE), New Salem (ICE), Oakboro (ICE), Rock Hill, SC (ICE), Sherrills Ford (ICE), Wingate (ICE), York, SC, Albermarle (ICE), Alton (ICE), Antioch, SC, Catawba (ICE), Cherryville, Claremont, Cleveland, Fort Lawn, SC (ICE), Granite Quarry- Rockwell (ICE), Grover, Hickory Grove, SC, Lancaster, SC (ICE), Maiden, Marshville (ICE), New London (ICE), Newton, Peachland-Polkton (ICE), Salisbury, Sharon, SC, Shelby, Statesville, Troutman

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Cherryville/Charlotte	Bessemer City, Lincolnton, Gastonia, Shelby	Antioch, SC, Grover, Kings Mountain, Lawndale, Mill Creek, SC, Stanley Belmont, Clover, SC, Denver, Lattimore, Lowell, Maiden, Mountain View (ICE), Mt. Holly, Newton, South Crowders Creek, Caroleen, Catawba (ICE), Claremont, Ellenboro, Forest City, Granite Falls (ICE), Hickory (ICE), Hickory Grove, SC, Hildebran (ICE), Huntersville, Lake Wylie, SC, Lake Wylie West, SC, Sharon, SC, Sherrills Ford (ICE), Valdese (ICE), York, SC, Bethlehem (ICE), Charlotte, Davidson, Fort Mill, SC (ICE), Lenoir, Mooresville (ICE), Morganton, Pineville (ICE), Rock Hill, SC (ICE), Rutherfordton, Statesville, Stony Point, Taylorsville, Troutman
Claremont/Charlotte	Catawba (ICE), Maiden, Newton Hickory (ICE), Sherrills Ford (ICE)	Bethlehem (ICE), Denver, Hildebran (ICE), Mountain View (ICE), Statesville, Stony Point, Taylorsville, Troutman, Granite Falls (ICE), Lincolnton, Mooresville (ICE), Cherryville, Cleveland, Davidson, Harmony (ICE), Huntersville, Lenoir, Mt. Holly, New Hope (ICE), Stanley, Union Grove (ICE), Valdese (ICE), Belmont, Bessemer City, Charlotte, China Grove-Landis (ICE), Concord (ICE), Cooleemee (ICE), Gastonia, Harrisburg (ICE), Ijames (ICE), Kannapolis (ICE), Kings Mountain, Lawndale, Lowell, Mill Creek, SC, Mocksville (ICE), Morganton, Salisbury, Shelby, South Crowders Creek



<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Cleveland/Charlotte	Salisbury	Cooleemee (ICE), China Grove-Landis (ICE), Ijames (ICE), Mocksville (ICE), Mooresville (ICE), Statesville, Troutman Davidson, Granite Quarry-Rockwell (ICE), Harmony (ICE), Kannapolis (ICE), Sherrills Ford (ICE), Catawba (ICE), Claremont, Concord (ICE), Denver, Harrisburg (ICE), Huntersville, Mt. Pleasant (ICE), New Hope (ICE), Stony Point, Union Grove (ICE), Oakboro (ICE), Stanley, Albemarle (ICE), Badin (ICE), Belmont, Bethlehem (ICE), Charlotte, Hickory (ICE), Taylorsville, Lincolnton, Locust, Lowell, Maiden, Mountain View (ICE), Mt. Holly, New London (ICE), Newton
Clyde/Asheville	Canton, Maggie Valley, Waynesville	Enka-Candler, Leicester, Asheville, Cullowhee (ICE), Sylva (ICE), Arden, Brevar(ICE), Cherokee (ICE), Fairview, Guntertown (ICE), Hendersonville, Hot Springs (ICE), Mars Hill (ICE), Marshall (ICE), Swannanoa, Weaverville (ICE) E Barnardsville (ICE), Black Mountain, Bryson City (ICE), Cashiers (ICE), Franklin (ICE), Highlands (ICE), Lake Lure, Saluda (ICE)

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Davidson/Charlotte	Huntersville, Mooresville (ICE), Troutman, Charlotte, Statesville	Denver, Kannapolis (ICE), Sherrills, Union Grove (ICE), Ford (ICE), Taylorsville, Belmont, Catawba (ICE), China Grove- Landis (ICE), Cleveland, Concord (ICE), Harrisburg (ICE), Lowell, Maiden, Mt. Holly, Stanley, Bessemer City, Claremont, Cooleemee (ICE), Gastonia, Granite Quarry-Rockwell (ICE), Hemby Bridge (ICE), Lake Wylie, SC, Lake Wylie West, SC, Lincolnton, Locust, Matthews (ICE), Mill Creek, SC, Mt. Pleasant (ICE), Newton, Pineville (ICE), Salisbury, Stony Point, Albemarle (ICE), Bethlehem (ICE), Cherryville, Clover, SC, Fort Mill, SC (ICE), Goose Creek (ICE), Granite Falls (ICE), Harmony (ICE), Hickory (ICE), Hildebran (ICE), Ijames (ICE), Indian Trail (ICE), Kings Mountain, Mocksville (ICE), Monroe (ICE), Mountain View (ICE), New Hope (ICE), New London (ICE), New Salem (ICE), Oakboro (ICE), South Crowders Creek

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Denver/Charlotte	Charlotte, Lincolnton, Maiden, Newton, Mt. Holly, Sherrills Ford (ICE)	Catawba (ICE), Claremont, Davidson, Huntersville, Mooresville (ICE), Stanley, Troutman, Belmont, Cherryville, Gastonia, Lowell, Mill Creek, SC, Mountain View (ICE), Statesville, Bessemer City, Bethlehem (ICE), China Grove-Landis (ICE), Cleveland, Concord (ICE), Granite Falls (ICE), Harrisburg (ICE), Hickory (ICE), Hildebran (ICE), Kannapolis (ICE), Kings Mountain, Lake Wylie, SC, Lake Wylie West, SC, South Crowders Creek, Stony Point, Taylorsville, Antioch, SC, Clover, SC, Cooleemee, Fort Mill, SC (ICE), Granite Quarry-Rockwell (ICE), Grover, Harmony (ICE), Hemby Bridge (ICE), Ijames (ICE), Indian Trail (ICE), Lattimore, Lawndale, Lenoir, Locust, Matthews (ICE), Mocksville (ICE), Morganton, Mt. Pleasant (ICE), New Hope (ICE), Pineville (ICE), Salisbury, Shelby, Union Grove (ICE), Valdese (ICE), York, SC
Dillon <sup>8</sup>	Dillon, SC, Lake View, SC, Latta, SC	
Ellenboro/Charlotte	Caroleen, Forest City Rutherfordton	Lattimore, Lawndale, Shelby, Antioch, SC, Grover, Bessemer City, Cherryville, Hickory, Grove, SC, Kings Mountain, Morganton, Clover, SC, Gastonia, Granite Falls (ICE), Hickory (ICE), Hildebran (ICE), Lincolnton, Lowell, Maiden, Mill Creek, SC, Mountain View (ICE), Newton, Sharon, SC, South Crowders Creek, Stanley, Valdese (ICE), York, SC

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Enka-Candler/Asheville	Arden, Asheville, Leicester, Fairview, Swannanoa, Weaverville (ICE) Barnardsville (ICE), Black Mountain	Canton, Clyde, Brevard (ICE), Hendersonville, Mars Hill (ICE), Marshall (ICE), Waynesville, Guntertown (ICE), Hot Springs (ICE), Lake Lure, Maggie Valley, Old Fort (ICE), Saluda (ICE), Burnsville (ICE), Cashiers (ICE), Cherokee (ICE), Cullowhee (ICE), Garden City (ICE), Glenwood, Providence (ICE), Marion (ICE), Micaville (ICE), Sevier (ICE), Sylva (ICE)
Fairmont/Wilmington	Lumberton, Pembroke, Rowland, Rowland, SC, Maxton (ICE), Parkton (ICE), Red Springs (ICE), St. Pauls (ICE)	Fair Bluff (ICE), Laurinburg Gibson, Laurel Hill (ICE), Newtonville, SC, Wagram (ICE)
Fairview/Ashville	Arden, Black Mountain, Swannanoa Asheville, Enka- Candler, Weaverville (ICE), Barnardsville (ICE), Leicester	Hendersonville, Lake Lure, Old Fort (ICE) Saluda (ICE), Brevar(ICE), Burnsville (ICE), Canton, Clyde, Garden City (ICE), Glenwood Providence (ICE), Marion (ICE), Mars Hill (ICE), Marshall (ICE), Micaville (ICE), Sevier (ICE), Bakersville (ICE), Guntertown (ICE), Hot Springs (ICE), Maggie Valley, Waynesville
Forest City/Charlotte	Caroleen, Ellenboro, Rutherfordton	Lattimore, Lawndale, Shelby, Antioch, SC, Cherryville, Grover, Bessemer City, Clover, SC, Gastonia, Hickory Grove, SC, Hildebran (ICE), Kings Mountain, Lincolnton, Mill Creek, SC, Morganton, Mountain View (ICE), Sharon, SC, South Crowders Creek, Valdese (ICE)

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Gastonia/Charlotte	Belmont, Bessemer City, Clover, SC, Kings Mountain, Lowell, Mill Creek, SC, South Crowders Creek, Stanley, Cherryville, Lake Wylie, SC, Lake Wylie West, SC, Mt. Holly	Lincolnton, Antioch, SC, Charlotte, Denver, Fort Mill, SC (ICE), Grover, Pineville (ICE), Shelby, York, SC, Davidson, Hickory Grove, SC, Huntersville, Lattimore, Lawndale, Maiden, Matthews (ICE), Mooresville (ICE), Newton, Rock Hill, SC (ICE), Sharon, SC, Sherrills Ford (ICE), Bethlehem (ICE), Caroleen, Catawba (ICE), Claremont, Concord (ICE), Ellenboro, Forest City, Goose Creek (ICE), Granite Falls (ICE), Harrisburg (ICE), Hemby Bridge (ICE), Hickory (ICE), Hildebran (ICE), Indian Trail (ICE), Kannapolis (ICE), Mountain View (ICE), Statesville, Troutman, Valdese (ICE), Waxhaw (ICE)
Gatewood	Danville, VA (ICE), Yanceyville (ICE)	
Gibson/Wilmington	Laurel Hill (ICE), Laurinburg, Newtonville, SC	Hamlet, Rockingham, Wagram (ICE) Ellerbe (ICE), Pembroke, Rowland, Rowland, SC, Fairmont, Lumberton
Goldsboro/Raleigh	Fremont (ICE), Grantham, LaGrange (ICE), Mt. Olive, Princeton (ICE), Moss Hill (ICE), Snow Hill (ICE)	Selma, Clayton (ICE), Knightdale, Wendell, Zebulon

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Grantham/Raleigh	Mt. Olive, Goldsboro	Selma, Clayton (ICE), Angier (ICE), Knightdale, Wendell, Zebulon
Greensboro/Greensboro	Gibsonville (ICE), Julian, Kimesville, Monticello, Summerfield Kernersville (ICE), Liberty (Randolph Co.) (ICE)	High Point (ICE), Burlington, Randleman (ICE), Reidsville, Thomasville (ICE), Anderson, Asheboro (ICE), Eden (ICE), Jackson Creek (ICE), Madison (ICE), Mebane (ICE), Ramseur (ICE), Ruffin, Saxapahaw, Stanleyville (ICE), Stoneville (ICE), Walkertown (ICE), Walnut Cove (ICE), Welcome (ICE), Winston-Salem Advance (ICE), Danbury (ICE), Denton (ICE), Farmer (ICE), King (ICE), Lewisville (ICE), Lexington (ICE), Oldtown (ICE), Pisgah (ICE), Prospect Hill (ICE), Quaker Gap (ICE), Reeds (ICE), Rural Hall (ICE), Sandy Ridge (ICE), Seagrove (ICE), Southmont (ICE), Yanceyville (ICE)
Grover/Charlotte	Antioch, SC, Blacksburg, SC (ICE), Kings Mountain, Shelby	Bessemer City, Cherryville, Clover, SC, Hickory Grove, SC, Lattimore, South Crowders Creek, Caroleen, Ellenboro, Gastonia, Lawndale, Lowell, Mill Creek, SC, Sharon, SC, York, SC, Belmont, Forest City, Fort Mill, SC (ICE), Lake Wylie, SC, Lake Wylie West, SC, Lincolnton, Mt. Holly, Rock Hill, SC (ICE), Stanley Charlotte, Denver, Hickory (ICE), Hildebran (ICE), Huntersville, Maiden, Mountain View (ICE), Newton, Pineville (ICE), Rutherfordton
Hamlet/Wilmington	Rockingham Ellerbe (ICE)	Gibson, Laurel Hill (ICE), Newtonville, SC Lauringburg, Wagram (ICE), Pembroke, Rowland, Rowland, SC

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Hendersonville/Asheville	Arden, Lake Lure	Saluda (ICE), Fairview, Asheville, Brevard (ICE), Enka-Candler, Swannanoa, Black Mountain, Canton, Clyde, Leicester, Old Fort (ICE), Weaverville (ICE), Barnardsville (ICE), Cashiers (ICE), Cullowhee (ICE), Garden City (ICE), Glenwood Providence (ICE), Maggie Valley, Marion (ICE), Mars Hill (ICE), Marshall (ICE), Waynesville
Huntersville/Charlotte	Davidson, Charlotte, Mooresville (ICE)	Belmont, Concord (ICE), Denver, Harrisburg (ICE), Kannapolis (ICE), Mt. Holly, Stanley, China Grove-Landis (ICE), Lowell, Matthews (ICE), Sherrills Ford (ICE), Troutman, Bessemer City, Catawba (ICE), Cherryville, Claremont, Cleveland, Clover, SC, Fort Mill, SC (ICE), Gastonia, Goose Creek (ICE), Granite Quarry-Rockwell (ICE), Hemby Bridge (ICE), Indian Trail (ICE), Lake Wylie, SC, Lake Wylie West, SC, Lincolnton, Locust, Maiden, Mill Creek, SC, Mt. Pleasant (ICE), Newton, Pineville (ICE), Salisbury, South Crowders Creek, Statesville, Albemarle (ICE), Antioch, SC, Bethlehem (ICE), Cooleemee (ICE), Grover, Harmony (ICE), Hickory (ICE), Hildebran (ICE), Ijames (ICE), Kings Mountain, Marshville (ICE), Mocksville (ICE), Monroe (ICE), Mountain View (ICE), New London (ICE), New Salem (ICE), Oakboro (ICE), Rock Hill, SC (ICE), Stony Point, Waxhaw (ICE), Wingate (ICE), York, SC

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Julian/Greensboro	Liberty (Randolph Co.) (ICE), Greensboro, Monticello, Summerfield	Kimesville, Randleman (ICE), Gibsonville (ICE), Ramseur (ICE), Asheboro (ICE), Burlington, High Point (ICE), Saxapahaw, Farmer (ICE), Jackson Creek (ICE), Kernersville (ICE), Mebane (ICE), Pisgah (ICE), Seagrove (ICE), Thomasville (ICE), Anderson, Badin Lake (ICE), Biscoe (ICE), Denton (ICE), Lexington (ICE), Madison (ICE), Prospect Hill (ICE), Reeds (ICE), Reidsville, Ruffin, Southmont (ICE), Stanleyville (ICE), Walkertown (ICE), Walnut Cove (ICE), Welcome (ICE), Winston-Salem, Yanceyville (ICE)
Kimesville/Greensboro	Burlington, Gibsonville (ICE), Greensboro, Saxapahaw, Anderson	Julian, Liberty (Randolph Co.) (ICE), Mebane (ICE), Monticello, Ramseur (ICE), Randleman (ICE), Asheboro (ICE), High Point (ICE), Prospect Hill (ICE), Reidsville, Summerfield, Denton (ICE), Eden (ICE), Farmer (ICE), Jackson Creek (ICE), Kernersville (ICE), Madison (ICE), Pisgah (ICE), Ruffin, Seagrove (ICE), Thomasville (ICE), Walkertown (ICE), Welcome (ICE), Winston-Salem, Yanceyville (ICE)



<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Kings Mountain/Charlotte	Antioch, SC, Bessemer City, Gastonia, Grover, Mill Creek, SC, South Crowders Creek, Shelby	Cherryville, Clover, SC, Lowell, Belmont, Hickory Grove, SC, Lake Wylie, SC, Lake WylieWest, SC, Lattimore, Lawndale, Lincolnton, Mt. Holly, Sharon, SC, Stanley, York, SC, Caroleen, Charlotte, Denver, Ellenboro, Fort Mill, SC (ICE), Maiden, Mountain View (ICE), Newton, Pineville (ICE), Rock Hill, SC (ICE), Catawba (ICE), Claremont, Davidson, Forest City, Granite Falls (ICE), Harrisburg (ICE), Hickory (ICE), Hildebran (ICE), Huntersville, Indian Trail (ICE), Matthews (ICE), Mooresville (ICE), Morganton, Rutherfordton, Sherrills Ford (ICE), Valdese (ICE), Waxhaw (ICE)
Knightdale/Raleigh	Raleigh, Wendell, Zebulon, Wake Forest (ICE), Apex, Cary, Durham(Wake County) – (919-293) (ICE), Fuquay-Varina (ICE), GTE Research Triangle Park <sup>2</sup> (ICE)	Clayton (ICE), Selma, Angier (ICE), Creedmoor (ICE), balance of the Durham exchange (ICE), Broadway (ICE), Chapel Hill, Goldsboro, Grantham, Hillsborough (ICE)

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Lake Lure/Asheville	Hendersonville, Rutherfordton	Black Mountain, Fairview, Old Fort (ICE), Saluda (ICE), Swannanoa, Arden, Asheville, Garden City (ICE), Glenwood Providence (ICE), Marion (ICE), Barnardsville (ICE), Enka-Candler, Sevier (ICE), Weaverville (ICE), Brevard (ICE), Burnsville (ICE), Canton, Clyde, Leicester, Mars Hill (ICE), Marshall (ICE), Micaville (ICE)
Lattimore/Charlotte	Lawndale, Shelby	Caroleen, Ellenboro, Antioch, SC, Forest City, Grover, Bessemer City, Cherryville, Kings Mountain, Rutherfordton, Clover, SC, Gastonia, Hickory Grove, SC, Lincolnton, Mill Creek, SC, Morganton, South Crowders Creek, Belmont, Bethlehem (ICE), Denver, Granite Falls (ICE), Hickory (ICE), Hildebran (ICE), Lake Wylie, SC, Lake Wylie West, SC, Lowell, Maiden, Mountain View (ICE), Mt. Holly, Newton, Sharon, SC, Stanley, Valdese (ICE), York, SC
Laurinburg/Wilmington	Gibson, Laurel Hill (ICE), Maxton (ICE), Newtonville, SC Wagram (ICE)	Hamlet, Pembroke, Rockingham, Rowland, Rowland, SC, Ellerbe (ICE), Fairmont, Lumberton, Fair Bluff (ICE)

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Lawndale/Charlotte	Lattimore, Shelby, Caroleen	Cherryville, Ellenboro, Antioch, SC, Bessemer City, Forest City, Grover, Kings Mountain, Lincolnton, Mountain View (ICE), Clover, SC, Gastonia, Granite Falls (ICE), Hickory (ICE), Hildebran (ICE), Lowell, Maiden, Mill Creek, SC, Morganton, Newton, Rutherfordton, South Crowders Creek, Stanley, Valdese (ICE), Belmont, Bethlehem (ICE), Catawba (ICE), Claremont, Denver, Hickory Grove, SC, Lake Wylie, SC, Lake Wylie West, SC, Lenoir, Mt. Holly, Sharon, SC, Sherrills Ford (ICE), York, SC
Leicester/Asheville	Arden, Asheville, Enka-Candler, Weaverville (ICE), Barnardsville (ICE), Fairview, Black Mountain, Swannanoa	Canton, Clyde, Mars Hill (ICE), Marshall (ICE), Guntertown (ICE), Hot Springs (ICE), Maggie Valley, Waynesville Brevard (ICE), Burnsville (ICE), Hendersonville, Old Fort (ICE), Bakersville (ICE), Cherokee (ICE), Cullowhee (ICE), Garden City (ICE), Lake Lure, Marion (ICE), Micaville (ICE), Saluda (ICE), Sevier (ICE), Sylva (ICE)
Lenoir/Charlotte	Granite Falls (ICE), Hickory (ICE)	Bethlehem (ICE), Hildebran (ICE), Morganton, Valdese (ICE), Blowing Rock, Mountain View (ICE), Taylorsville, Watauga (ICE), Banner Elk (ICE), Beech Mountain (ICE), Boone, Catawba (ICE), Claremont, Maiden, Newland, Newton, Spruce Pine, Stony Point, Sugar Grove (ICE), Cherryville, Denver, Lawndale, Lincolnton, New Hope (ICE), Sherrills Ford (ICE), Statesville, Troutman, Union Grove (ICE)

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Liberty (Cherokee Co.) <sup>9</sup>	Benton, Tenn., Blue Ridge, Ga., Copper Basin, Tenn., Dial, Ga., Lakewood Ga., McCaysville, Ga., Murphy (ICE), Suit (ICE)	
Lincolnton <sup>5</sup> /Charlotte	Cherryville, Maiden Denver	Bessemer City, Gastonia, Mill Creek, SC, Mountain View (ICE), Newton, Stanley Belmont, Catawba (ICE), Claremont, Hickory (ICE), Hildebran (ICE), Kings Mountain, Lawndale, Lowell, Mt. Holly, Shelby, Sherrills Ford (ICE), South Crowders Creek, Antioch, SC, Bethlehem (ICE), Charlotte, Clover, SC, Davidson, Granite Falls (ICE), Grover, Huntersville, Lake Wylie, SC, Lake Wylie West, SC, Lattimore, Mooresville (ICE), Statesville, Stony Point, Troutman, Valdese (ICE), Caroleen, China Grove-Landis (ICE), Cleveland, Concord (ICE), Ellenboro, Forest City, Fort Mill, SC (ICE), Harrisburg (ICE), Hickory Grove, SC, Kannapolis (ICE), Lenoir, Matthews (ICE), Morganton, Pineville (ICE), Rock Hill, SC (ICE), Sharon, SC, Taylorsville, York, SC

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Locust/Charlotte	Oakboro (ICE), Albermarle (ICE), Concord (ICE), Badin (ICE), New London (ICE), Charlotte Norwood (ICE)	Goose Creek (ICE), New Salem (ICE) Harrisburg (ICE), Hemby Bridge (ICE), Mt. Pleasant (ICE), Ansonville (ICE), Indian Trail (ICE), Kannapolis (ICE), Marshville (ICE), Matthews (ICE), Monroe (ICE), Peachland-Polkton, (ICE), Wingate (ICE), Alton (ICE), China Grove-Landis (ICE), Davidson, Granite Quarry-Rockwell (ICE), Huntersville, Pineville (ICE), Salisbury, Wadesboro (ICE), Waxhaw (ICE) Belmont, Cleveland, Cooleemee (ICE), Denver, Fort Mill, SC (ICE), Lake Wylie, SC, Lake WylieWest, SC, Lilesville (ICE), Lowell, Mooresville (ICE), Morven (ICE), Mt. Holly, Stanley, Troutman
Long Beach/Wilmington	Southport, Wilmington	Holden Beach (ICE), Boiling Springs Lake (ICE), Bolivia (ICE), Shallotte (ICE) Carolina Beach, Seaside (ICE), Acme, Longwoo(ICE), Wrightsville Beach, Castle Hayne, Scotts Hill

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Lowell/Charlotte	Belmont, Gastonia, Mill Creek, SC, Mt. Holly, South Crowders Creek, Stanley Bessemer City	Charlotte, Clover, SC, Kings Mountain, Lake Wylie, SC, Lake Wylie West, SC, Antioch, SC, Cherryville, Davidson, Denver, Fort Mill, SC (ICE), Grover, Huntersville, Lincolnton, Pineville (ICE), York, SC, Harrisburg (ICE), Hemby Bridge (ICE), Hickory Grove, SC, Indian Trail (ICE), Lawndale, Maiden, Matthews (ICE), Mooresville (ICE), Newton, Rock Hill, SC (ICE), Sharon, SC, Shelby, Sherrills Ford (ICE), Caroleen, Catawba (ICE), China Grove-Landis (ICE), Claremont, Cleveland, Concord (ICE), Ellenboro, Goose Creek (ICE), Hickory (ICE), Hildebran (ICE), Kannapolis (ICE), Lattimore, Locust, Monroe (ICE), Mountain View (ICE), Mt. Pleasant (ICE), Statesville, Troutman, Waxhaw (ICE)
Lumberton/Wilmington	Fairmont, Pembroke, St. Pauls (ICE), Maxton (ICE), Parkton (ICE), Red Springs (ICE), Rowland, Rowland, SC	Fair Bluff (ICE), Laurinburg, Wagram (ICE) Gibson, Laurel Hill (ICE), Newtonville, SC
Maggie Valley/Asheville	Clyde, Waynesville, Canton	Sylva (ICE), Cherokee (ICE), Cullowhee (ICE), Leicester, Arden, Asheville, Brevard (ICE), Bryson City (ICE), Cashiers (ICE), Enka-Candler, Franklin (ICE), Hot Springs (ICE), Marshall (ICE), Weaverville (ICE), Barnardsville (ICE), Fairview, Guntertown (ICE), Hendersonville, Highlands (ICE), Mars Hill (ICE), Swannanoa

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Maiden/Charlotte	Claremont, Lincolnton, Newton, Denver, Hickory (ICE), Sherrills, Ford (ICE)	Catawba (ICE), Hildebran (ICE), Mountain View (ICE), Bessemer City, Bethlehem (ICE), Cherryville, Davidson, Granite Falls (ICE), Stanley, Stony Point, Troutman Belmont, Gastonia, Huntersville, Kings Mountain, Lawndale, Lenoir, Lowell, Mill Creek, SC, Mooresville (ICE), Morganton, Mt. Holly, Shelby, South Crowders Creek, Statesville, Taylorsville, Valdese (ICE), Antioch, SC, Caroleen, Charlotte, China Grove-Landis (ICE), Cleveland, Clover, SC, Concord (ICE), Cooleemee (ICE), Ellenboro, Grover, Harmony (ICE), Harrisburg (ICE), Ijames (ICE), Kannapolis (ICE), Lake Wylie, SC, Lake Wylie West, SC, Lattimore, New Hope (ICE), Pineville (ICE), Union Grove (ICE)
Mill Creek, SC (Refer to the BellSouth South Carolina Tariff for Mill Creek customers located in the Gastonia exchange.)		
Milton	Danville, VA (ICE), Roxboro (ICE), Yanceyville (ICE)	
Monticello/Greensboro	Greensboro, Summerfield, Julian	Reidsville, Gibsonville (ICE), Anderson, Burlington, Eden (ICE), Kimesville, Madison (ICE), Ruffin, Stoneville (ICE) High Point (ICE), Kernersville (ICE), Liberty (Randolph Co.) (ICE), Mebane (ICE), Prospect Hill (ICE), Randleman (ICE), Saxapahaw, Walkertown (ICE), Walnut Cove (ICE), Yanceyville (ICE), Asheboro (ICE), Danbury (ICE), King (ICE), Oldtown (ICE), Quaker Gap (ICE), Ramseur (ICE), Rural Hall (ICE), Sandy Ridge (ICE), Stanleyville (ICE), Thomasville (ICE), Welcome (ICE), Winston-Salem

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Morganton/Charlotte	Valdese (ICE) Hildebran (ICE)	Granite Falls (ICE), Lenoir, Hickory (ICE), Mountain View (ICE), Bethlehem (ICE), Blowing Rock, Ellenboro, Lattimore, Lawndale, Maiden, Newland, Newton, Spruce Pine, Watauga (ICE), Banner Elk (ICE), Beech Mountain (ICE), Bessemer City, Boone, Caroleen, Catawba (ICE), Cherryville, Claremont, Denver, Forest City, Kings Mountain, Lincolnton, Rutherfordton, Shelby, Stony Point, Sugar Grove (ICE), Taylorsville
Mt. Holly/Charlotte	Belmont, Lowell, Stanley, Charlotte, Gastonia, Mill Creek, SC, South Crowders Creek, Denver	Bessemer City, Huntersville, Lake Wylie, SC, Lake WylieWest, SC, Cherryville, Clover, SC, Davidson, Fort Mill, SC (ICE), Harrisburg (ICE), Kings Mountain, Lincolnton, Matthews (ICE), Mooresville (ICE), Pineville (ICE), Sherrills Ford (ICE), Antioch, SC, Catawba (ICE), Claremont, Concord (ICE), Goose Creek (ICE), Grover, Hemby Bridge (ICE), Indian Trail (ICE), Kannapolis (ICE), Maiden, Newton, Rock Hill, SC (ICE), Shelby, Troutman, York, SC Bethlehem (ICE), China Grove-Landis (ICE), Cleveland, Granite Quarry-Rockwell (ICE), Hickory (ICE), Hickory Grove, SC, Hildebran (ICE), Lattimore, Lawndale, Locust, Monroe (ICE), Mountain View (ICE), Mt. Pleasant (ICE), New Salem (ICE), Oakboro (ICE), Sharon, SC, Statesville, Stony Point, Waxhaw (ICE), Wingate (ICE)
Mt. Olive/Raleigh	Grantham, Goldsboro	Selma, Clayton (ICE)



<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Newland/Charlotte	Banner Elk (ICE), Beech Mountain (ICE) Spruce Pine	Blowing Rock, Sugar Grove (ICE), Watauga (ICE), Boone, Lenoir, Morganton E Bethlehem (ICE), Granite Falls (ICE), Hildebran (ICE), Valdese (ICE)
Newton <sup>6</sup> /Charlotte	Catawba (ICE), Claremont, Hickory (ICE), Maiden, Mountain View (ICE), Denver, Sherrills Ford (ICE)	Bethlehem (ICE), Granite Falls (ICE), Hildebran (ICE), Lincolnton, Cherryville, Statesville, Stony Point, Taylorsville, Troutman, Valdese (ICE), Bessemer City, Davidson, Gastonia, Huntersville, Kings Mill Creek, SC, Mountain, Lawndale, Lenoir, Lowell, Mooresville (ICE), Morganton, Mt. Holly, New Hope (ICE), Stanley, Antioch, SC, Belmont, Charlotte, China Grove-Landis (ICE), Cleveland, Clover, SC, Concord (ICE), Cooleemee (ICE), Ellenboro, Grover, Harmony (ICE), Ijames (ICE), Kannapolis (ICE), Lake Wylie, SC, Lake Wylie West, SC, Lattimore, Shelby, South Crowders Creek, Union Grove (ICE)

Newtonville, SC (Refer to the BellSouth South Carolina Tariff for Newtonville customers located in the Gibson exchange.)

Pembroke/Wilmington	Maxton (ICE), Red Springs (ICE) Fairmont, Lumberton, Rowland, Rowland, SC, St. Pauls (ICE) Parkton (ICE)	Laurel Hill (ICE), Laurinburg, Wagram (ICE), Fair Bluff (ICE), Gibson, Newtonville, SC, Hamlet, Rockingham
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<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Raleigh/Raleigh	Cary, Knightdale Apex, Clayton (ICE), Wake Forest (ICE), Wendell, Angier (ICE), Durham (Wake County)– (919- 293)(ICE), Fuquay-Varina (ICE), GTE Research Triangle Park <sup>2</sup> (ICE), Zebulon, Benson (ICE), Creedmoor (ICE), Four, Spring Hope (ICE), Oaks (ICE), Selma, Smithfield (ICE), Franklinton (ICE), Louisburg (ICE), Kenly (ICE), Pittsboro (ICE), Princeton(ICE)	Chapel Hill, Balance of the Durham exchange (ICE), Broadway (ICE), Hillsborough (ICE),Sanford (ICE)
Raleigh Durham Airport /Raleigh	Cary, Knightdale, Apex, Clayton (ICE), Wake Forest (ICE), Wendell, Spring Hope (ICE), Angier, Fuquay-Varina (ICE), GTE Research Triangle Park <sup>2</sup> (ICE), Zebulon, balance of Durham exchange(ICE), Benson, Chapel Hill, Creedmoor, Franklinton (ICE), Four Oaks, Louisburg (ICE), Selma, Smithfield Kenly (ICE), Pittsboro (ICE), Princeton (ICE)	Broadway (ICE), Hillsborough (ICE), Sanford (ICE)

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Reidsville/Greensboro	Ruffin, Eden (ICE), Stoneville (ICE) Madison (ICE)	Monticello, Anderson, Gibsonville (ICE), Greensboro, Summerfield, Yanceyville (ICE), Burlington, Kernersville (ICE), Kimesville, Mebane (ICE), Prospect Hill (ICE), Sandy Ridge (ICE), Walnut Cove (ICE), Danbury (ICE), High Point (ICE), Julian, King (ICE), Liberty (Randolph Co.) (ICE), Oldtown (ICE), Quaker Gap (ICE), Randleman (ICE), Roxboro (ICE), Rural Hall (ICE), Saxapahaw, Stanleyville (ICE), Thomasville (ICE), Timberlake (ICE), Walkertown (ICE), Winston-Salem
Rockingham/Wilmington	Ellerbe (ICE), Hamlet	Gibson, Laurel Hill (ICE), Newtonville, SC, Laurinburg, Wagram (ICE), Pembroke, Rowland, Rowland, SC
Rowland/Wilmington	Rowland, SC Fairmont, Maxton (ICE), Pembroke Lumberton, Red Springs (ICE), Parkton (ICE), St. Pauls (ICE)	Fair Bluff (ICE), Laurinburg, Gibson, Laurel Hill (ICE), Newtonville, SC, Wagram (ICE), Hamlet, Rockingham
(Refer to the BellSouth South Carolina Tariff for Rowland customers located in South Carolina.)		
Ruffin/Greensboro	Reidsville, Eden (ICE) Stoneville (ICE) Madison (ICE)	Yanceyville (ICE), Anderson, Monticello Burlington, Gibsonville (ICE), Greensboro, Mebane (ICE), Prospect Hill (ICE), Summerfield, Danbury (ICE), Julian, Kernersville (ICE), Kimesville, Roxboro (ICE), Sandy Ridge (ICE), Saxapahaw, Timberlake (ICE), Walkertown (ICE), Walnut Cove (ICE)
Rutherfordton/Charlotte	Forest City, Caroleen, Ellenboro, Lake Lure	Lattimore, Lawndale, Shelby, Antioch, SC, Bessemer City, Cherryville, Grover, Hildebran (ICE), Kings Mountain, Morganton, Spruce Pine, Valdese (ICE)

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Salisbury/Charlotte	China Grove-Landis (ICE), Granite Quarry-Rockwell (ICE), Cleveland	Cooleemee (ICE), Kannapolis (ICE) Concord (ICE), Ijames (ICE), Mocksville (ICE), Mooresville (ICE), Mt. Pleasant (ICE), New London (ICE), Albemarle (ICE), Badin (ICE), Davidson, Harmony (ICE), Harrisburg (ICE), Huntersville, Locust, Sherrills Ford (ICE), Statesville, Troutman, Catawba (ICE), Charlotte, Claremont, Denver, Goose Creek (ICE), Hemby Bridge (ICE), New Hope (ICE), New Salem (ICE), Norwood (ICE), Oakboro (ICE), Stony Point, Union Grove (ICE)
Saxapahaw/Greensboro	Burlington, Kimesville, Mebane (ICE), Chapel Hill Gibsonville (ICE) Anderson	Liberty (Randolph Co.) (ICE), Julian Greensboro, Monticello, Prospect Hill (ICE), Ramseur (ICE), Randleman (ICE), Asheboro (ICE), High Point (ICE), Reidsville, Roxboro (ICE), Ruffin, Seagrove (ICE), Summerfield, Timberlake (ICE), Yanceyville (ICE)
Scotts Hill/Wilmington	Castle Hayne, Wrightsville Beach Topsail Island <sup>7</sup> (ICE), Wilmington, Burgaw, Holly Ridge <sup>7</sup> (ICE)	Carolina Beach, Acme, Atkinson, Boiling Springs Lake (ICE), Bolivia (ICE), Long Beach, Southport
Selma/Raleigh	Princeton (ICE), Smithfield (ICE), Clayton (ICE), Four Oaks (ICE), Kenly (ICE), Benson (ICE) Raleigh	Goldsboro, Grantham, Knightdale, Wendell, Zebulon, Angier (ICE), Fuquay-Varina (ICE), Mt. Olive, Apex, Cary, Wake Forest (ICE)

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Shelby/Charlotte	Antioch, SC, Grover, Lattimore, Lawndale Cherryville, Kings Mountain	Bessemer City, Caroleen, Ellenboro Clover, SC, Forest City, Gastonia, Lincolnton, Mill Creek, SC, South Crowders Creek, Belmont, Hickory Grove, SC, Lake Wylie, SC, Lake WylieWest, SC, Lowell, Maiden, Mountain View (ICE), Mt. Holly, Rutherfordton, Sharon, SC, Stanley, York, SC, Bethlehem (ICE), Catawba (ICE), Charlotte, Claremont, Denver, Fort Mill, SC (ICE), Granite Falls (ICE), Hickory (ICE), Hildebran (ICE), Morganton, Newton, Pineville (ICE), Rock Hill, SC (ICE), Sherrills Ford (ICE), Valdese (ICE)
South Crowders Creek <sup>10</sup>	Belmont, Bessemer City, Clover, S.C., Gastonia, Kings Mountain, Lake Wylie, S.C., Lake WylieWest, S.C., Lowell, Mill Creek, S.C., Mt. Holly, Stanley, York, S.C.	
Southport/Wilmington	Long Beach Wilmington	Boiling Springs Lake (ICE), Bolivia (ICE), Carolina Beach, Holden Beach (ICE), Shallotte (ICE), Acme, Seaside (ICE), Wrightsville Beach, Castle Hayne, Longwood (ICE), Scotts Hill
Spruce Pine/Charlotte	Bakersville (ICE), Newland	Banner Elk (ICE), Beech Mountain (ICE), Blowing Rock, Boone, Lenoir, Morganton, Sugar Grove (ICE), Valdese (ICE), Watauga (ICE), Granite Falls (ICE), Hildebran (ICE), Rutherfordton

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Stanley/Charlotte	Belmont, Gastonia, Lowell, Mill Creek, SC, Mt. Holly, Bessemer City, South Crowders Creek, Charlotte	Cherryville, Denver, Huntersville, Lincolnton, Clover, SC, Davidson, Kings Mountain, Lake Wylie, SC, Lake Wylie West, SC, Maiden, Mooresville (ICE), Pineville (ICE), Sherrills Ford (ICE) Antioch, SC, Catawba (ICE), Claremont, Concord (ICE), Fort Mill, SC (ICE), Grover, Harrisburg (ICE), Hickory (ICE), Kannapolis (ICE), Lawndale, Matthews (ICE), Mountain View (ICE), Newton, Shelby, Troutman, York, SC, Bethlehem (ICE), China Grove-Landis (ICE), Cleveland, Ellenboro, Goose Creek (ICE), Granite Falls (ICE), Hemby Bridge (ICE), Hickory Grove, SC, Hildebran (ICE), Indian Trail (ICE), Lattimore, Locust, Mt. Pleasant (ICE), Rock Hill, SC (ICE), Sharon, SC, Statesville, Stony Point, Taylorsville, Valdese (ICE), Waxhaw (ICE)
Statesville/Charlotte	Troutman, Harmony (ICE), Mooresville (ICE), Stony Point, Davidson, New Hope (ICE), Union Grove (ICE)	Catawba (ICE), Claremont, Cleveland, Sherrills Ford (ICE), Cooleemee (ICE), Denver, Ijames (ICE), Mocksville (ICE), Newton, Taylorsville, Bethlehem (ICE), China Grove-Landis (ICE), Granite Falls (ICE), Hickory (ICE), Hildebran (ICE), Huntersville, Kannapolis (ICE), Lincolnton, Maiden, Mountain View (ICE), Salisbury Belmont, Charlotte, Cherryville, Concord (ICE), Gastonia, Granite Quarry-Rockwell (ICE), Harrisburg (ICE), Lenoir, Lowell, Mill Creek, SC, Mt. Holly, Mt. Pleasant (ICE), Stanley, Valdese (ICE)

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Stony Point/Charlotte	Taylorsville, Statesville	Bethlehem (ICE), Catawba (ICE), Claremont, New Hope (ICE), Troutman, Union Grove (ICE), Granite Falls (ICE), Harmony (ICE), Hickory (ICE), Maiden, Mountain View (ICE), Newton, Sherrills Ford (ICE), Cleveland, Cooleemee (ICE), Davidson, Denver, Hildebran (ICE), Ijames (ICE), Lenoir, Lincolnton, Mocksville (ICE), Mooresville (ICE), Blowing Rock, Cherryville, China Grove-Landis (ICE), Huntersville, Kannapolis (ICE), Morganton, Mt. Holly, Salisbury, Stanley, Valdese (ICE)
Summerfield/Greensboro	Greensboro, Monticello, Julian	Kernersville (ICE), Madison (ICE), Walkertown (ICE), Walnut Cove (ICE), Eden (ICE), Gibsonville (ICE), High Point (ICE), Reidsville, Stanleyville (ICE), Stoneville (ICE), Winston-Salem, Burlington, Danbury (ICE), Kimesville, King (ICE), Oldtown (ICE), Quaker Gap (ICE), Randleman (ICE), Ruffin, Rural Hall (ICE), Sandy Ridge (ICE), Thomasville (ICE), Welcome (ICE), Advance (ICE), Anderson, Asheboro (ICE), East Bend (ICE), Forbush (ICE), Jackson Creek (ICE), Lewisville (ICE), Lexington (ICE), Liberty (Randolph Co.) (ICE), Mebane (ICE), Pilot Mountain (ICE), Prospect Hill (ICE), Ramseur (ICE), Reeds (ICE), Saxapahaw, Shoals (ICE), Westfield (ICE), Yanceyville (ICE)
Swannanoa/Asheville	Asheville, Black Mountain, Fairview Arden, Barnardsville (ICE), Enka-Candler, Weaverville (ICE), Leicester	Lake Lure, Old Fort (ICE), Garden City (ICE), Hendersonville, Mars Hill (ICE), Marshall (ICE), Burnsville (ICE), Canton, Clyde, Glenwood Providence (ICE), Guntertown (ICE), Marion (ICE), Micaville (ICE), Saluda (ICE), Sevier (ICE), Bakersville (ICE), Brevard (ICE), Hot Springs (ICE), Maggie Valley, Waynesville

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Taylorsville/Charlotte	Bethlehem (ICE), Stony Point, Hickory (ICE)	Catawba (ICE), Claremont, New Hope (ICE), Granite Falls (ICE), Hildebran (ICE), Lenoir, Mountain View (ICE), Newton, Statesville, Union Grove (ICE), Denver, Harmony (ICE), Ijames (ICE), Maiden, Sherrills Ford (ICE), Troutman, Valdese (ICE), Blowing Rock, Boone, Cherryville, Cleveland, Cooleemee (ICE), Davidson, Lincolnton, Mocksville (ICE), Mooresville (ICE), Morganton, Stanley, Sugar Grove (ICE), Watauga (ICE)
Troutman/Charlotte	Mooresville (ICE), Statesville, Davidson	Sherrills Ford (ICE), Catawba (ICE), Claremont, Cleveland, Denver, Stony Point, China Grove-Landis (ICE), Cooleemee (ICE), Harmony (ICE), Huntersville, Ijames (ICE), Kannapolis (ICE), Maiden, Newton Bethlehem (ICE), Concor(ICE), Granite Quarry-Rockwell (ICE), Harrisburg (ICE), Hickory (ICE), Hildebran (ICE), Lincolnton, Mocksville (ICE), Mountain View (ICE), Mt. Holly, New Hope (ICE), Salisbury, Stanley, Taylorsville, Union Grove (ICE) E Belmont, Bessemer City, Charlotte, Cherryville, Gastonia, Granite Falls (ICE), Lenoir, Locust, Lowell, Mill Creek, SC, Mt. Pleasant (ICE), Valdese (ICE)
Waterville <sup>11</sup>	Newport, Tennessee	
Waynesville/Asheville	Canton, Clyde, Maggie Valley	Sylva (ICE), Cherokee (ICE), Cullowhee (ICE), Enka-Candler, Leicester, Arden, Asheville, Brevard(ICE), Bryson City, Cashiers (ICE), Hot Springs (ICE), Marshall (ICE), Weaverville (ICE), Barnardsville (ICE), Black Mountain, Fairview, Franklin (ICE), Guntertown (ICE), Hendersonville, Highlands (ICE), Mars Hall (ICE), Saluda (ICE), Swannanoa



<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Wendell/Raleigh	Knightdale, Zebulon Raleigh, Wake Forest (ICE), Apex, Cary, Fuquay-Varina (ICE), Durham (Wake County) –(919- 293)(ICE), GTE Research Triangle Park <sup>2</sup> (ICE)	Clayton (ICE), Selma, Angier (ICE), Creedmoor (ICE), Chapel Hill, balance of the Durham exchange (ICE), Goldsboro, Grantham, Hillsborough (ICE)
Wilmington/Wilmington	Castle Hayne, Wrightsville Beach Carolina Beach, Scotts Hill, Acme, Southport, Holly Ridge (ICE), Long Beach, Topsail Island (ICE)	Boiling Springs Lake (ICE), Bolivia (ICE), Atkinson, Burgaw, Holden Beach (ICE), Longwood (ICE), Seaside (ICE), Shallotte (ICE)
Winston- Salem/Greensboro	Lewisville (ICE), Oldtown (ICE), Stanleyville (ICE), Walkertown (ICE) Advance (ICE), Kernersville (ICE), King (ICE), Rural Hall (ICE), Walnut Cove (ICE) Courtney (ICE), East Bend (ICE), Forbush (ICE), Quaker Gap (ICE) Cooleemee (ICE), Danbury (ICE), IJames (ICE), Mocksville (ICE)	Welcome (ICE), High Point (ICE), Lexington (ICE), Reeds (ICE), Shoals (ICE), Summerfield, Thomasville (ICE), Boonville (ICE), Brooks (ICE), Churchland (ICE), Greensboro, Level Cross (ICE), Madison (ICE), Pilot Mountain (ICE), Sandy Ridge (ICE), Westfield (ICE), Yadkinville (ICE), E Asheboro (ICE), Beulah (ICE), Denton (ICE), Dobson (ICE), Eden (ICE), Elkin (ICE), Farmer (ICE), Gibsonville (ICE), Jackson Creek (ICE), Julian, Kimesville, Monticello, Mt. Airy (ICE), Randleman (ICE), Red Brush (ICE), Reidsville, Southmont (ICE), State Road (ICE), Stoneville (ICE), Zephyr (ICE)

<b>Exchange/LATA</b>	<b>Basic Service Area Additional Exchanges</b>	<b>Expanded Service Area Additional Exchanges</b>
Wrightsville Beach /Wilmington	Scotts Hill, Wilmington, Carolina Beach	Castle Hayne, Boiling Springs Lake (ICE), Bolivia(ICE),Acme, Atkinson, Burgaw, Long Beach, Southport, Holden Beach (ICE), Shallotte (ICE)
Zebulon/Raleigh	Knightdale, Wendell Spring Hope(ICE), Wake Forest (ICE) Raleigh , Louisburg (ICE), Cary, Apex, Durham (Wake County) –(919-293) (ICE), Fuquay-Varina (ICE), GTE Research Triangle Park <sup>2</sup> (ICE)	Clayton (ICE), Selma, Creedmoor (ICE), Angier (ICE), balance of the Durham exchange (ICE), Goldsboro, Grantham, Chapel Hill, Hillsborough (ICE)

Notes:

<sup>1</sup>Effective June 23, 2004, NPA/NXX 919-319 is only available to business customers who reside in the Cary Research Triangle Park (RTP) area. See Section A103.4.29 for further details.

<sup>2</sup>GTE Research Triangle Park is located within the Durham (GTE) exchange. GTE Research Triangle Park subscribers are served using the 248, 254, 315, 406, 472, 483, 485, 486, 506, 517, 540, 541, 543, 547, 549, 558, 685, 905, 990, 991, 992 and 993 central office prefixes of the Durham exchange.

<sup>3</sup>BellSouth provides local exchange service to only a portion of the Research Triangle Park. The BellSouth portion lies within and is served as part of the Cary exchange. For purposes of the BellSouth exchanges, BST Research Triangle Park refers to the exchange service area located both within the Cary exchange and within the geographic area defined as the Research Triangle Park. BST Research Triangle Park is identified on the Cary exchange map. Unless otherwise specified, references to the Cary exchange include BST Research Triangle Park and the services, rates, regulations, terms and conditions specified for the Cary exchange are also valid for BST Research Triangle Park. Local exchange service for BST Research Triangle Park is restricted to business services only. The rates for local exchange service for BST Research Triangle Park entitle a business subscriber to local calling to the Chapel Hill, Creedmoor (ICE) and Durham (ICE) exchanges in addition to the existing local calling area defined for the Cary exchange.

<sup>4</sup>The Raleigh-Durham Airport lies within and is served as a part of the Raleigh exchange. Local exchange service provided for subscribers located at the Raleigh-Durham Airport and served by

the Raleigh-Durham Airport central office is restricted to business services only. Unless otherwise specified, references to the Raleigh exchange include Raleigh-Durham Airport and the services, rates, regulations, terms and conditions specified for the Raleigh exchange are also valid for Raleigh-Durham Airport. . The rates for local exchange service for Raleigh-Durham Airport entitle a business subscriber to local calling to the Chapel Hill, Durham (ICE) and Creedmoor (ICE) exchanges in addition to the existing local calling area defined for the Raleigh exchange. Foreign Central Office, Foreign Exchange or Feature Group A service will not be provided via lines terminated in the Raleigh-Durham Airport central office.

<sup>5</sup>The basic service area of the 276 central office prefix of the Lincolnton exchange also includes the 462 prefix of the Newton exchange.

<sup>6</sup>The basic service area of the 462 central office prefix of the Newton exchange also includes the 276 prefix of the Lincolnton exchange.

<sup>7</sup>The basic service area includes Topsail Island and Holly Ridge for only the 270 NXX of the Scotts Hill exchange.

<sup>8</sup>The area in and around Dillon, NC., shall be referred to as the Dillon, NC, exchange. This area lies within and is served as a part of the Dillon, SC, exchange, an exchange located principally within the State of South Carolina.

<sup>9</sup>The area in and around Liberty (Cherokee County), NC, shall be referred to as the Liberty (Cherokee County), N.C., exchange. This area lies within and is served as a part of the Copper Basin, Tennessee, exchange, an exchange located principally within the State of Tennessee.

<sup>10</sup>The area in and around South Crowders Creek, NC, shall be referred to as the South Crowders Creek, NC, exchange. This area lies within and is served as a part of the Clover, S.C., exchange, an exchange located principally within the State of South Carolina.

<sup>11</sup>The area in and around Waterville, NC, shall be referred to as the Waterville, NC, exchange. This area lies within and is served as a part of the Newport, Tennessee, exchange, an exchange located principally within the State of Tennessee.

### 5.1.2 List of Exchanges by Local Access and Transport Area (LATA)

#### A. Asheville LATA

Andrews	Cherokee	Hendersonville	Old Fort
Arden	Clyde	Highlands	Robbinsville
Asheville	Cullowhee	Hot Springs	Saluda
Bakersville	Enka-Candler	Lake Lure	Sevier
Barnardsville	Fairview	Leicester	Suit
Black Mountain	Fontana	Maggie Valley	Swannanoa
Brevard	Franklin	Marion	Sylva
Bryson City	Garden City	Mars Hill	Waynesville
Burnsville	Glenwood Providence	Marshall	Weaverville
Canton	Guntertown	Micaville	
Cashiers	Hayesville	Murphy	

#### B. Charlotte LATA

Albemarle	Forest City	Lawndale	Peachland Polkton
Altan	Fort Lawn, SC	Lenoir	Pineville
Ansonville	Fort Mill, SC	Lilesville	Rock Hill, SC
Antioch	Gastonia	Lincolnton	Rutherfordton
Badin	Goose Creek	Locust	Salisbury
Banner Elk	Granite Falls	Lowell	Sharon, SC
Beech Mountain	Granite Quarry Rockwell	Maiden	Shelby
Belmont	Grover	Marshville	Sherrills Ford
Bessemer City	Harmony	Matthews	South Crowders Creek, SC
Bethlehem	Harrisburg	Mill Creek	Spruce Pine
Blowing Rock	Heath Springs	Mocksville	Stanley
Boone	Hemby Bridge	Monroe	Statesville
Caroleen	Hickory	Mooreville	Stony Point
Catawba	Hickory Grove	Morganton	Sugar Grove
Charlotte	Hildebran	Morven	Taylorsville
Cherryville	Huntersville	Mount Holly	Troutman
China Grove Landis	Ijames	Mount Pleasant	Union Grove
Claremont	Indian Trail	Mountain View	Valdese
Cleveland	Kannapolis	New Hope	Wadesboro
Clover, SC	Kershaw	New London	Watauga
Concord	Kings Mountain	New Salem	Waxhaw
Cooleemee	Lake Wylie	Newland	Wingate
Davidson	Lake Wylie West	Newton	York, SC
Denver	Lancaster	Norwood	
Ellenboro	Lattimore	Oakboro	

C. Greensboro LATA

Advance	Elkin	Mount Airy	Seagrove
Anderson	Farmer	Mount Gilead	Shoals
Asheboro	Forbush	Mulberry	Southmont
Badin Lake	Gibsonville	Nathans Creek	Sparta
Baldwin	Glade Creek	North Wilkesboro	Stanleyville
Beulah	Greensboro	Oldtown	State Road
Biscoe	Hays	Pilot Mountain	Stoneville
Boomer	High Point	Pisgah	Summerfield
Boonville	Jackson Creek	Prospect Hill	Thomasville
Brooks	Julian	Quaker Gap	Timberlake
Burlington	Kernersville	Ramseur	Troy
Candor	Kimesville	Randleman	Walkertown
Champion	King	Red Brush	Walnut Cove
Churchland	Lansing	Reeds	Welcome
Clingman	Level Cross	Reidsville	West End
Courtney	Lewisville	Roaring Gap	West Jefferson
Creston	Lexington	Roxboro	Westfield
Danbury	Liberty	Ruffin	Winston Salem
Denton	Lomax	Rural Hall	Yadkinville
Dobson	Madison	Sandy Ridge	Yanceyville
East Bend	Mebane	Saxapahaw	Zephyr
Eden	Monticello	Scottville	

D. Raleigh LATA

Angier	Creedmoor	Knightdale	Wake Forest
Apex	Durham	Mount Olive	Wendell
Broadway	Fuquay-Varina	Olivia	Zebulon
Cary	Goldsboro	Raleigh	
Chapel Hill	Grantham	Sanford	
Clayton	Hillsborough	Selma	

E.      Wilmington LATA

Acme	Fair Bluff	Longwood	Shallotte
Atkinson	Fairmont	Lumberton	Southport
Boiling Spring Lakes	Gibson	Newtonville	Wagram
Bolivia	Hamlet	Pembroke	Wilmington
Burgaw	Holden Beach	Rockingham	Wrightsville Beach
Carolina Beach	Laurel Hill	Rowland	
Castle Hayne	Laurinburg	Scotts Hill	
Ellerbe	Long Beach	Seaside	