Shentel Communications, LLC

COMPETITIVE LOCAL EXCHANGE CARRIER

**Resold and Facilities-Based Local Exchange Carrier**

**Business Only Services**

Telecommunications Services

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania, LLC Telephone Pa. P.U.C. Nos. 180A; Verizon North, LLC Telephone Pa P.U.C. Nos. 1, 3, 5, and 6, The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink Pa. P.U.C. No. 27.

The Company’s tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission’s applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company’s place of business:

Shentel Communications, LLC

500 Shentel Way

Edinburg, VA 22824

#### TARIFF FORMAT

A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.

B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:

2

2.1

2.1.1

2.1.1.1

D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

LIST OF MODIFICATIONS

CHANGES MADE IN THIS FILINGCHECK SHEET

Sheets 1 through 52 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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# 1 GENERAL

## 1.1 Explanation of Symbols

(C) Indicates Change

(D) Indicates Rate Decrease

(I) Indicates Rate Increase

## 1.2 Application of the Tariff

1.2.1 This tariff governs the Carrier’s services that originate and terminate in Pennsylvania. Specific services and rates are described elsewhere in this tariff.

1.2.2 The Company’s services are available to business customers.

1.2.3 The Company’s service territory for facilities based services will initially consist of the exchanges below:

CenturyLink Exchanges:

| **Exchange** | **Local Calling Areas** |
| --- | --- |
| Carlisle | Carlisle, Mount Holly Springs, Newville |
| Chambersburg | Chambersburg, Fayetteville, Marion, Saint Thomas |
| Columbia | Columbia, Elizabethtown, Lancaster (Verizon Pa.), Marietta, Mount Joy, Mountville, Wrightsville (Verizon North) |
| Fayetteville | Chambersburg, Fayetteville |
| Marietta | Columbia, Elizabethtown, Lancaster (Verizon Pa.), Marietta, Mt. Joy, Mountville |
| Shippensburg | Chambersburg, Newburg, Shippensburg |
| Waynesboro | Blue Ridge Summit, Greencastle, Highfield, Md. (C & P Tel. Co. of Md.), Waynesboro, Chambersburg |

1 GENERAL (Cont’d)

1.2 Application of the Tariff (Cont’d)

Verizon Pennsylvania Exchanges:

| **Exchange** | **Local Calling Areas** |
| --- | --- |
| Harrisburg Zone 1 | Dauphin, Halifax, Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Lewisberry (Commonwealth Tel.), Marysville (CenturyLink), Mechanicsburg, Middletown, Shellsville (Verizon North) |
| Harrisburg Zone 2 | Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown |
| Hummelstown | Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown, Palmyra, Shellsville (Verizon North) |
| Mechanicsburg | Dillsburg (Verizon North), Harrisburg Zone 1, Lewisberry (Commonwealth Tel.), Mechanicsburg |
| Middletown | Elizabethtown (CenturyLink), Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown |

Verizon North Exchanges:

| **Exchange** | **Local Calling Areas** |
| --- | --- |
| Hershey | Annville, Elizabethtown (CenturyLink), Harrisburg Zone 1 and 2, Hummelstown, Lebanon, Middletown, Palmyra, Shellsville, Steelton |
| Wrightsville | Red Lion, York, Columbia (CenturyLink) |
| York | Dover, Loganville, Manchester, Red Lion, Spring Grove, Wrightsville |

## 1.3 Definitions

1. “Business” customer is a non-residential customer.
2. “Carrier,” “Company” or “Utility” refers to Shentel Communications, LLC
3. “Central Office” means an operating office of the Company where connections are made between telephone exchange lines.
4. “Commission” means the Pennsylvania Public Utility Commission.
5. “Completed call” is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

1 GENERAL (Cont’d)

1.3 Definitions (Cont’d)

1. “Customer” means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
2. “Error” means a discrepancy or unintentional deviation by the Company from what is correct or true. An “error”, can also be an omission in records.
3. “Exchange” is an area, consisting of one or more central office districts, within which a call between any two points is a local call.
4. “Exchange Access Line” means a central office line furnished for direct or indirect access to the exchange system.
5. “Exchange Service” is the provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.
6. “Final Account” means a customer whose service has been disconnected who has outstanding charges still owed to the Company.
7. “Interruption” is the inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.
8. “Service” means any telecommunications service(s) provided by the Carrier under this tariff.
9. “Station” means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
10. “Suspension” (for nonpayment) is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

# 2 RULES AND REGULATIONS

## 2.1 Undertaking of the Company

The Company provides facilities based and resold telephone exchange and related telecommunications services to business customers for communications originating within the Commonwealth of Pennsylvania, under the terms of this tariff and other applicable tariffs and contracts.

## 2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

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

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

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

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

2 RULES AND REGULATIONS (Cont’d)

2.2 Obligations of the Customer (Cont’d)

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

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

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

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

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

2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company–provided equipment and facilities or injury to the Company’s employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer’s expense.

2 RULES AND REGULATIONS (Cont’d)

2.2 Obligations of the Customer (Cont’d)

2.2.4 The Company’s services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

## 2.3 Liability of the Company

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

2.3.2 Service Irregularities

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

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

2 RULES AND REGULATIONS (Cont’d)

2.3 Liability of the Company (Cont’d)

2.3.3 Claims of Misuse of Service

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

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

2.3.4 Defacement of Premises

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

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

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

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in

2 RULES AND REGULATIONS (Cont’d)

2.3 Liability of the Company (Cont’d)

writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

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

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

2.3.8 Limitation of Liability

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

## 2.4 Application for Service

2.4.1 Minimum Contract Period

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

2 RULES AND REGULATIONS (Cont’d)

2.4 Application for Service (Cont’d)

2.4.1 Minimum Contract Period (Cont’d)

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

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

2.4.2 Cancellation of Service

2.4.2.1 Service may be terminated at any time upon at least five (5) days oral or written notice from the customer to the Company. Upon such termination, the customer shall be responsible for the payment of all charges due. This includes all charges due for the period of service that has been rendered plus any unexpired portion of a minimum service period and applicable Termination Charges.

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

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

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

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff

2 RULES AND REGULATIONS (Cont’d)

2.4 Application for Service (Cont’d)

2.4.1 Cancellation of Service (Cont’d)

plus the full amount of any applicable installation and termination charges.

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

## 2.5 Payment for Service

2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer’s bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff. The Company complies with the requirements of Chapter 64 in 52 Pa. Code regarding billing standards and practices for residential customers. In instances where sections of this tariff may conflict with Chapter 64, regulations, the regulations in Chapter 64 will prevail.

2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month’s charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any

indebtedness for the service and facilities for which the advance payment is made on the customer’s initial bill.

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

2 RULES AND REGULATIONS (Cont’d)

2.5 Payment for Service (Cont’d)

2.5.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer’s current contract expiration date. The penalty for termination of a term contract shall not exceed the total recurring charges for the remainder of the term.

## 2.6 Customer Deposits

2.6.1 When the Company determines an applicant is a credit risk or when the credit of an existing Customer has become doubtful, a Deposit may be

required as security for the payment of future bills for service in accordance with the Company’s written procedures for determining credit status. The Deposit requested will be in cash or the equivalent of cash and will be held as a guarantee for the payment of charges. A Deposit does not relieve the Customer of the responsibility for prompt payment of bills on presentation.

After service has been established and credit history and treatment demonstrates that the original deposit is not sufficient to safeguard the interests of the Company, the Company may require an adjustment of the Deposit not exceeding the local service and toll charge average for a two (2) month period.

Deposits will be returned to depositors who shall have paid promptly undisputed bills darning a period of twelve (12) consecutive months. When service is terminated, any balance of the Deposit including accrued interest remaining after deduction of all sums due the Company will be returned to the Customer. Interest is paid on all deposits at a rate of six (6) percent per annum.

2 RULES AND REGULATIONS (Cont’d)

## 2.7 Late Payment Charges

2.7.1 Customer bills for telephone service are due on the due date specified on the bill. Bills are considered paid when received by Shentel, not on the date the payment is postmarked.

A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the due date,

a late payment charge of 1.25% will be applied to all amounts previously billed under this Tariff.

2.7.2 Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

2.7.3 Late payment charges do not apply to final accounts.

## 2.8 Disputed Bills

2.8.1 The Customer shall notify the Company of any disputed items on a bill within thirty (30) days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission’s Bureau of Consumer Service:

PA Public Utility Commission

Bureau of Consumer Services

P.O. Box 3265

Harrisburg, PA 17105-3265

1-800-692-7380

The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2 RULES AND REGULATIONS (Cont’d)

## 2.9 Allowance for Interruptions in Service

2.9.1 In compliance with 52 Pa. Code §63.24.

When main telephone service is interrupted for a period of at least 24 hours, the Company, after due notice by the Customer, shall apply the following schedule of allowances with the exceptions noted in paragraph a.2.:

A.

1. 1/30 of the tariff monthly rate of all services and facilities furnished by the Company rendered inoperative by the Company to the extent of being useless for each of the first three (3) full twenty-four (24) hour periods during which the interruption continues after notice by the Customer of the Company’s condition that the out-of-service extends beyond a minimum period of 24 hours.

2. 2/30 of each full twenty-four (24) hour period beyond the first three (3) twenty- four (24) hour periods. However, in no instance shall the allowance for the out-of- service period exceed the total charges in a

billing period for the service and facilities furnished by the Company rendered inoperative to the extent of being useless.

B. When service is interrupted for a period of at least twenty-four (24) hours due to such factors as storms, fires, floods or other condition beyond the control of the Company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the Company rendered inoperative to the extent of being useless shall apply for each full twenty-four (24) hours during which the interruption continues after notice by the Customer to the Company.

## 2.10 Taxes and Fees

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

2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or

2 RULES AND REGULATIONS (Cont’d)

regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

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

## 2.11 Returned Check Charge

The charge for a returned check is $25.00.

## 2.12 Directory Assistance Call Allowance

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

## 2.13 Special Customer Arrangements

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

## 2.14 Suspension or Termination of Service

Nothing contained herein and no tariff adopted hereto shall limit any responsibility or liability on the part of the telephone company to a Customer which would exist pursuant to law but for this rule and said tariff.

The foregoing allowances shall not be applicable where service is interrupted by the negligence or willful act of a Customer or where the Company pursuant to the terms of the contract for service suspends or terminates service for non-

2 RULES AND REGULATIONS (Cont’d)

2.14 Suspension or Termination of Service (Cont’d)

payment of charges or for unlawful or improper use of facilities or for any other reason provided for in the filed and effective tariff.

2.14.1 Suspension or Termination for Nonpayment

1. Non-payment Service Interruption

In the event of a proposed disconnection of Basic Local Service only, the following procedures shall apply:

2.14.1.1.1 No Basic Service shall be disconnected for Local Service Charge until at least 29 days from the date of the bill.

2.14.1.1.2. No Service can be disconnected for Local Service Charges unless the Company has given the affected customer a written notice of the proposed disconnection at least seven (7) days before the proposed date of disconnection. The notice must include:

a) The final payment date of the amount due;

b) The reason for the disconnection, including the unpaid balance due;

c) A telephone number which the customer may call for information about the proposed disconnection; and

d) The procedure for medical emergencies.

e) Application of reconnection fee

f) The date on or after which service will be suspended.

2 RULES AND REGULATIONS (Cont’d)

2.14 Suspension or Termination of Service (Cont’d)

2.14.1 Suspension or Termination for Nonpayment (Cont’d)

1. Non-payment Service Interruption (Cont’d)

2.14.1.1.3. When at least 10 days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee, and to remedy the original grounds for suspension.

2.14.1.2. Disconnection with Notice

Telephone service may be disconnected after proper notice for any of the following reasons:

2.14.1.2.1. Nonpayment of an undisputed delinquent account or the undisputed portion of an account where a dispute exists as to part but not all of an amount billed by the Company.

2.14.1.2.2. Failure to post a deposit, provide a guarantee or establish credit.

2.14.1.2.3. Unreasonable refusal to permit access to service connections, equipment and other property of the Company for maintenance or repair.

2.14.1.2.4. The use of service so as to interfere with or impair the use of service rendered to other customers.

2.14.1.2.5. Failure to comply with the material terms of a payment agreement.

2.14.1.2.6. Fraud or material misrepresentation of identity to obtain telephone service.

2.14.1.2.7. Violation of tariff provisions on file with the Commission so as to threaten the safety of a person or the integrity of the service delivery system of the Company.

2 RULES AND REGULATIONS (Cont’d)

2.14 Suspension or Termination of Service (Cont’d)

2.14.1 Suspension or Termination for Nonpayment (Cont’d)

2.14.1.2. Disconnection with Notice (Cont’d)

2.14.1.2.8. Unpaid indebtedness for telephone service previously furnished by the LEC in the name of the customer within 4 years of the date the bill is rendered.

2.14.1.3. Disconnection without Notice

Telephone service may be disconnected without notice under the following conditions:

2.14.1.3.1. Where a known dangerous condition exists for as long as the condition exists. Where reasonable given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected premises as soon as possible after service has been disconnected.

2.14.1.4. Insufficient Grounds for Disconnection

Telephone service may not be disconnected for any of the following reasons:

2.14.1.4.1. Nonpayment of delinquent charges based on previously unbilled telephone service resulting from Company billing error if these charges exceed the otherwise normal, average bill by 50%. This does not prohibit suspension when the Company reviews the charges with the customer and offers to enter into a payment agreement which, at the option of the customer, may extend at least as long as necessary to ensure that the bill in one billing period will not be greater than the normal, average bill for the period plus 50%.

2 RULES AND REGULATIONS (Cont’d)

2.14 Suspension or Termination of Service (Cont’d)

2.14.1 Suspension or Termination for Nonpayment (Cont’d)

2.14.1.4. Insufficient Grounds for Disconnection (Cont’d)

2.14.1.4.2. Nonpayment of delinquent fees for toll service where the Company is technically capable of terminating toll service without also terminating basic service.

2.14.1.4.3. Nonpayment for commercial service received at the same or different location.

2.14.1.4.4. Nonpayment of delinquent charges based on previously unbilled telephone service resulting from Company billing error if these charges exceed the otherwise normal, average bill by 50%. This does not prohibit suspension when the Company reviews the charges with the customer and offers to enter into a payment agreement which, at the option of the customer, may extend at least as long as necessary to ensure that the bill in one billing period will not be greater than the normal, average bill for the period plus 50%.

2.14.1.5. Disconnection on Holidays or Weekends

Unless a dangerous condition exists or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the Company are not available to the public for the purpose of making collections and reconnecting services.

2.14.1.6. Abandonment of Service

The Company may not abandon a customer or a certified service area without written notice to its customers therein and all similar neighboring companies and without approval from the Commission.

2 RULES AND REGULATIONS (Cont’d)

2.14 Suspension or Termination of Service (Cont’d)

2.14.2 Termination of Service by the Customer

Service may be terminated at any time upon at least Five (5) days oral or written notice from the customer to the Company. Upon such termination, the customer shall be responsible for the payment of all charges due. This includes all charges due for the period of service that has been rendered plus any unexpired portion of a minimum service period and applicable Termination Charges.

## 2.15 Unlawful Use of Service

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

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

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

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

## 2.16 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may

2 RULES AND REGULATIONS (Cont’d)

2.16 Interference with or Impairment of Service (Cont’d)

require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

## 2.17 Telephone Solicitation by Use of Recorded Messages

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

## 2.18 Incomplete Calls

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

# 3 DESCRIPTION OF SERVICES

## 3.1 Trial Services

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

## 3.2 Promotional Offerings

3.2.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer. Promotional service offerings must not extend longer than 6 months in any rolling 12-month period.

3.2.2 Regulations

3.2.2.1. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.

3.2.2.2. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. Customers will be required to respond affirmatively at any time the promotional service is being offered if they wish to continue the service beyond the promotional period.

3.2.2.3. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a

3 DESCRIPTION OF SERVICES (Cont’d)

3.2 Promotional Offerings (Cont’d)

3.2.2 Regulations (Cont’d)

recurring charge for the period that the service was in place. Customers will be required to respond affirmatively at any time the promotional service is being offered if they wish to continue the service beyond the promotional period.

3.2.2.4. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.

3.2.2.5. The Company retains the right to limit the size and scope of a Promotional Trial.

3.2.2.6. Promotional offerings will be filed with the Commission in accordance with rules and regulations established by the Commission.

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

3.3.1 ICB pricing may be developed for special circumstances and for services that are not listed in the Company’s tariff. An ICB must be provided under contract to a customer. These rates will be made available to similarly situated customers on a non-discriminatory basis.

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

3.4.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer.

3 DESCRIPTION OF SERVICES (Cont’d)

## 3.5 Directory Assistance Service

3.5.1 General

The Company furnishes Directory Assistance Service whereby customers may request assistance in determining telephone numbers.

3.5.2 Regulations

3.5.2.1 The rates as set forth in Section 4, following, apply when customers request Company assistance in determining telephone numbers of customers who are located in the same local service area or who are not located in the same local service area but who are located within the LATA.

3.5.2.2 Charges for Directory Assistance are not applicable to calls to the Directory Assistance Service attendant from telephones where the customer, or a member of the customer’s business, has been affirmed in writing as unable to use a Telephone Company provided directory because of a visual or physical handicap.

## 3.6 Local Operator Services

3.6.1 Operator assisted local calls are calls placed within the customer’s local service area through an operator.

3.6.2 Operator Assistance charges do not apply for the following calls:

- calls to listed official public emergency agencies

- calls to official Company numbers

- calls from experiencing dialing difficulty

- calls from persons who are visually and/or physically disabled

3 DESCRIPTION OF SERVICES (Cont’d)

## 3.7 Service Charges

Service Charges are those charges associated with work performed by the Company in connection with the provision of service for a customer.

3.7.1 Service Ordering Charge

3.7.1.1 One Service Ordering Charge is applicable for work performed to comply with a customer’s request for new connections, To and From orders, inside moves or changes in telephone service or restoral of service after disconnection.

3.7.1.2 The term “per order” means all work or service requested at the same time by the customer, and is performed or provided on the same premises.

3.7.1.3 Unless otherwise specified, the appropriate Service Ordering Charge is applicable for a customer request for service and is in addition to any Non-Recurring Charge (NRC) which may apply.

3.7.2 Line Connection Charges

3.7.2.1 Line Connection Charges are applicable but not limited to connection, restoring or changing main line services, including individual lines.

Line connection charges are applicable to other services as specified in this Tariff.

3.7.2.2 A line connection charge is applicable per line for telephone number changes made at the customer’s request.

3.7.2.3 Line Connection Charges apply each time service is established at a location except for the following:

1. When service is assumed prior to disconnection and no outstanding balance/charges are due, and,

2. When there is only a change in account name/responsibility.

3 DESCRIPTION OF SERVICES (Cont’d)

3.7 Service Charges (Cont’d)

3.7.3 Premises Visit Charges

3.7.3.1 A Premises Visit Charge applies per account for each visit to a customer’s premises to perform work requested by the customer.

3.7.3.2 However, when a Company employee is on the customer’s premises for the purpose of repair, maintenance or changes in class or grade of service necessitating a premises visit, or where the visit is initiated by the Company, no Premises Visit Charges apply.

3.7.4 Service Charges Do Not Apply To:

* Service reestablished after destruction of the customer’s premises by Act of God or a public enemy, whether at the same or another location. Regular Service Charges apply to service reestablished in the old location after disconnection of service or after its establishment at another location under the above conditions.
* Inside moves or changes required for the proper maintenance of service.
* Inside moves or changes made at the initiation of the Company for service reasons.

3.7.5 Restoral of Service

In the event service is suspended for non-payment, service will be restored upon payment of charges due or at the discretion of the Company. Service Ordering Charges and Line connection Charges apply.

When at the request of a customer, service is temporarily suspended, a Service Ordering Charge and Line Connection Charge will apply for the restoral of that service.

3 DESCRIPTION OF SERVICES (Cont’d)

## 3.8 Directory Listings

The rates and regulations for directory listings in Section 3 and 4 apply only in connection with primary and additional listings in the alphabetical section of the telephone directory and/or listings in the information directory.

The alphabetical list of names of customers is designed solely for the purpose of identifying customers and those entitled to use the customer’s service as an aid to the use of the telephone system and special prominence or arrangement of names is not contemplated.

The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the customer is not impaired thereby.

Listings must conform to the Company’s specifications with respect to its directories.

One listing without charge and additional listings are regularly provided only in connection with the following classes of service: business, private branch exchange service and hotel service. When two or more lines are arranged in sequence, only the first or primary line will be listed.

3.8.1 Non-Published Services

Upon request, a customer may have his name omitted from the directory but included on information records (non-listed) or omitted from both the directory and information records (non-published). Such calls will be subject to the following rates and conditions:

3.8.1.1 Non-published, non-listed service will be furnished at a monthly charge plus the applicable service charge for establishing the service.

3.8.1.2 The applicable service charge will be made each time a non-listed, non-published, telephone number is changed to another number to be either non-listed or non-published.

3.8.1.3 No charge will be made to change a non-listed or non-published number to a listed number.

3 DESCRIPTION OF SERVICES (Cont’d)

3.8 Directory Listings (Cont’d)

3.8.1 Non-Published Services (Cont’d)

3.8.1.4 Calls to subscribers with non-published numbers will be initiated by the Company only when the number is given by the calling party. The Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number.

3.8.1.5 When non-published service is provided, the Company will not disclose the subscriber’s telephone number to any person except as follows:

1. When presented a court order by duly authorized representatives of law enforcement agencies.
2. To the Company’s own employees who are required to know the number in the conduct of its business.

3.8.1.6 The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be disclosed inadvertently.

3.8.1.7 The following customers and/or service will not be subject to the monthly charge and non-recurring charge.

1. Business subscribers who have their primary telephone number published in the Company’s directories and have other telephone numbers, associated with the same business, deleted from the Company’s directories.

## 3.9 Special Arrangements

3.9.1 Special Construction

3.9.1.1 Basis for Charges

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

3 DESCRIPTION OF SERVICES (Cont’d)

3.9 Special Arrangements (Cont’d)

3.9.1 Special Construction (Cont’d)

3.9.1.1 Basis for Charges (Cont’d)

1. Nonrecurring charges;
2. Recurring charges;
3. Termination liabilities; or
4. Combinations of a, b, and c

3.9.1.2 Basis for Charges

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer

3.9.2 Non-Routine Installation and/or Maintenance

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

## 3.10 Bundled Services

Bundled services consist of regulated local exchange services combined with other communication services that are regulated under other tariffs of the Company filed with the Commission and/or services not regulated by the Commission. Examples of the other communications services that may be included in a bundle with regulated local services are: toll services, internet, and video. Where other communication services not regulated under this local exchange service tariff are listed in the bundles they will be marked with an asterisk”\*”.

3 DESCRIPTION OF SERVICES (Cont’d)

3.10 Bundled Services (Cont’d)

Non-regulated services may be included in bundled services. Non-regulated items are:

* Not regulated by the Commission
* Priced separately outside of this tariff
* Are included in this tariff only for informational purposes as part of the terms and conditions for the package.

## 3.11 Supplemental Services

3.11.1 Caller ID Blocking

A calling party may block the passage of his/her telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to Optional Central Office Services which utilize Signaling System 7 (SS7) technology. Blocking will also prevent call completion through the use of Return Call (\*69) Service. Customers have two blocking options as follows:

Per-Call Blocking - To activate per-call blocking, a customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per-call blocking, and it is provided on an unlimited basis. Per-call blocking is available to all customers in the Company’s serving territory, or

Per-Line Blocking - Per-Line Blocking must be added to a customer’s line by contacting the Telephone Company’s business office and having a service order issued. All calls are automatically blocked when a customer subscribes to Per- Line Blocking unless the blocking feature is deactivated. If a customer subscribes to Per-Line Blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only. As facilities permit, a Per-Line Blocking customer will be provided with a separate code to deactivate blocking, which is different from the per call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate Per-Line Blocking will be the same. Per-Line Blocking is available to all customers in the Company’s serving territory. Per-Line Blocking is provided without charge, except as discussed below.

3 DESCRIPTION OF SERVICES (Cont’d)

3.11 Supplemental Services (Cont’d)

3.11.1 Caller ID Blocking (Cont’d)

Per-Line Blocking will be available to all customers, free of charge, in the Company's serving area and can only be added or removed from a customer's line by placing a service order with the Company. Initial requests for Per-Line Blocking will be provided at no charge. Subsequent requests for Per-Line Blocking for the same customer and telephone number at the same address may be charged the applicable non-recurring charge(s). This non-recurring charge will be waived for customers of the Company who are victims of domestic violence, the staffs of domestic violence programs and agencies, and emergency services personnel, while performing their jobs.

Customers who use either per-call blocking or line blocking may be unable to complete calls to Caller ID subscribers who have activated the Anonymous Call Rejection feature (ACR) of Caller ID services. If a customer using blocking calls a Caller ID subscriber who has activated Anonymous Call Rejection, he/she will hear an announcement that the Caller ID subscriber is not accepting blocked calls. There are several ways to complete a call to a Caller ID subscriber who has activated Anonymous Call Rejection: (1) place the call through an operator; (2) place the call on the Company’s network using a Company’s telephone calling card; or (3) place the call without blocking. Options (1) and (2) involve charges in addition to the cost of the call. However, the live operator surcharge will be waived for the Company’s customers who are victims of domestic violence, the staffs of domestic violence program agencies and emergency service personnel, while in the performance of their jobs. If the operator surcharge cannot be waived when the call is being placed, the Company will, upon notification, credit the live operator surcharge to the aforementioned party's telephone bill. Furthermore, should alternative methods become available in the future which permit the aforementioned to access the ACR party without revealing the caller's telephone number, the Company will waive any additional charges associated with such alternative methods. Blocked calls routed to the Anonymous Call Rejection (ACR) announcement will not be rated as completed calls.

3 DESCRIPTION OF SERVICES (Cont’d)

3.11 Supplemental Services (Cont’d)

3.11.1 Caller ID Blocking (Cont’d)

Caller ID blocking will not prevent the delivery of telephone numbers to 911 emergency service providers. Caller ID blocking currently will not work for callers who place calls to 8xx, 900, and/or other information and message services carrying a specific charge billed to a caller by a local telephone company.

3.11.2 EMERGENCY 911 SERVICES

3.11.2.1 Glossary of Terms

Host Telephone Company: The service provider, which is also the telecommunications public utility that provides 9-1-1 service to the county/municipality, and that houses the Automatic Location Identification (ALI)/MSAG data used for providing 9-1-1 service.

MSAG Content: The data elements of the MSAG (Master Street Address Guide) including (but not necessarily limited to) the data elements that are entered into the following fields A-I of a standard MSAG record:

A. Tax area record

B. Locality

C. Street

D. Thoroughfare

E. Directional [where required]

F. Even (E), odd (O), or all (A) [applied to house numbers] G. Low-high range of house numbers

H. PSAP (Public Safety Answering Point)

I. LAT/LONG (Latitude/Longitude) [where required]

3 DESCRIPTION OF SERVICES (Cont’d)

3.11 Supplemental Services (Cont’d)

3.11.2 EMERGENCY 911 SERVICES (Cont’d)

3.11.2.1 Glossary of Terms (Cont’d)

MSAG Formatting, Format: Shall include changes to the identity of fields, order of fields, and number and arrangement of data elements in each field, and a telephone company’s rearrangement or regrouping of such data, without changing the MSAG content, for purposes of validating against MSAG records.

Telephone Company: A telecommunications public utility regulated by the Pennsylvania Public Utility Commission and which has or requests access to the county/municipality 9-1-1 system or connection to the serving selective router, including, but not limited to, local exchange carriers and competitive local exchange carriers. This term is synonymous with ‘service provider’.

Telephone Company system: Reference to a service provider’s own facilities-based network or, if operating as a nonfacilities-based competitive local exchange carrier, the facilities contracted by the Telephone Company for provision of service.

3.11.2.2 General

The Service Access Code 9-1-1 allows the customer to reach the appropriate emergency services including police, fire and medical services. Enhanced 9-1-1 has the ability to selectively route an emergency call to the primary 9-1-1 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer’s address and telephone information will be displayed to the primary 9-1-1 provider for display at the Public Answering Point (PSAP).

Pursuant to the Public Safety Emergency Telephone Act (Act 78 of 1990), as amended), the Telephone Company collects a fee from its customers on behalf of the counties in its operating area to support the 9-1-1 system. Counties of the first through second class may impose a monthly contribution rate in an amount not to exceed $1 per line on each local exchange access line. Counties of the third through fifth class may impose a monthly contribution

3 DESCRIPTION OF SERVICES (Cont’d)

3.11 Supplemental Services (Cont’d)

3.11.2 EMERGENCY 911 SERVICES (Cont’d)

3.11.2.2 General (Cont’d)

rate in an amount not to exceed $1.25 per line on each local exchange access line. Counties of the sixth through the eighth class may impose a monthly contribution rate not to exceed $1.50 per line on each local exchange access line. The contribution rate may be used by counties for the expenses of implementing, expanding or upgrading a 911 system.

Parties dialing 9-1-1 waive the privacy afforded by non-listed and non-published service to the extent that the telephone number, names, and address associated with the originating station location are furnished to the Public Safety Answering Point.

3.11.2.3 Regulations

A. The Telephone Company, whether supplying service through its own facilities or the use of an underlying carrier, will comply with the Protocols as set forth in, and in the form of Service Provider E-9-1-l Protocols, Service Provider E-9-1-l Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order Relating to the Provision of Master Street Address Guides; Docket No. P-0097 1203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998 MSAG Order.

B. The Telephone Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.

C. The Telephone Company’s liability and insurance provisions are fully stated in its tariff’s General Regulations.

3 DESCRIPTION OF SERVICES (Cont’d)

3.11 Supplemental Services (Cont’d)

3.11.2 EMERGENCY 911 SERVICES (Cont’d)

3.11.2.3 Regulations (Cont’d)

D. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider’s control prevent service restoration.

E. The Telephone Company will not use the county’s/municipality’s MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.

F. The Host Telephone Company will install the county’s/municipality’s MSAG in ‘read/write’ format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the

proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company’s provision, maintenance, or upgrading of the 9-1-1 service.

G. The Telephone Company shall not otherwise modify the content of the MSAG, but may make formatting changes approved by the county/municipality necessary to enable the MSAG to conform to the telephone company’s information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be

3 DESCRIPTION OF SERVICES (Cont’d)

3.11 Supplemental Services (Cont’d)

3.11.2 EMERGENCY 911 SERVICES (Cont’d)

3.11.2.3 Regulations (Cont’d)

granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies’ operational support systems to validate customer information for input to the ALl database.

H. The Telephone Company will not sell, lease, rent, loan or provide, or transfer the county’s/municipality’s MSAG to any other person(s) or entity(ies) without the express written authorization of the county’s/municipality’s 9-1-1 coordinator, or his or her designee.

I. The Telephone Company will not, without the written consent of the county/municipality, modify or create any derivative of the county’s/municipality’s MSAG, except as follows: one (1) mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the host telephone company, but shall be made solely in read-only format by all other telephone companies), and the telephone company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county’s/municipality’s MSAG format.

# 4 RATES AND CHARGES

## 4.1 Calculation of Rates

4.1.1 Rates for service are based on flat rate usage. Rates are not mileage sensitive.

4.1.2 Timing of calls begins when the call is answered at the called station. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.

## 4.2 Local Service Provider Freeze

4.2.1 The Company will make available a local service provider freeze to all business customers on a nondiscriminatory basis at no chargeto the end user. This freeze prevents a change in the end user’s local service provider unless the end user gives the carrier from whom the freeze was requested his or her express consent.

4.2.2 The End users may request a freeze on their local service provider as a means of protection from unauthorized changes. In establishing a freeze, carriers must follow the verification procedures for preferred carrier freezes of the Federal Communications Commission (“FCC”) (e.g., independent 3rd party verification, written letter of agency from customers, electronic authorization).

4.2.3 The Company will accept a customer’s written or oral authorization, including a three-way call with the customer, the Company and the new local service provider selected by the customer, to lift a freeze previously imposed by the customer on his or her choice of local service provider. In

accordance with federal regulations, when engaged in oral authorization to lift a local service provider freeze, the Company must confirm appropriate customer identification data and the customer’s intent to lift the freeze. Carriers will impose and lift the freeze in accordance with the then applicable provisions of the federal regulations, the current provisions of which appear at Title 47, Part 64 of the Code of Federal Regulations, 47 C.F.R. 64.1190. Carriers must still follow the verification procedures of the FCC for changing preferred carriers (e.g., independent 3rd party verification, written letter of agency from customers, electronic authorization).

4 RATES AND CHARGES (Cont’d)

## 4.3 Local Service Provider Freeze

4.3.1 Business Flat Rate Service

Business, Per Line $18.00 per month

## 4.4 Directory Assistance Service Rates

Customer Dialed, per call $1.25

Operator Dialed, per call 2.00

## 4.5 Local Service Provider Rates

Rates – the following charges are in addition to any applicable toll charges

Charge, per call

Operator Dialed Calling Card $0.60

Operator Completed $0.75

Billed to Third Number $0.75

Collect $0.75

Person to Person $1.50

## 4.6 Service Ordering Charges

Business

Install or “To and From,” Order Charge $20.00

Line Connection Charge $20.00

Premises Visit Charge $10.00

4 RATES AND CHARGES (Cont’d)

## 4.7 Directory Listings

4.7.1 Regular additional listings are provided at the following:

Monthly Rate

Business

1. Normal Listing $0.89

2. Foreign Listing $1.50

4.7.2 Non-listed and Non Published:

Monthly Rate

Normal Listing $1.49

Foreign Listing $2.38

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# 5 INTRALATA TOLL PRESUBSCRIPTION

## 5.1 General

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

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

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

5 INTRALATA TOLL PRESUBSCRIPTION

5.1 General (Cont’d)

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

## 5.2 Presubscription Charge Application

5.2.1 Initial Free Presubscription Choice for New Users

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

Initial free selections available to new end user are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP’s service. Other carriers are accessed by dialing 101-XXXX or other required codes.

2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.

3. Following a new end user’s or Pay Telephone Service Provider’s free selections, any change made more than 30-days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5.7.1 following.

5.2.2 Charge for IntraLATA Toll Presubscription

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

5 INTRALATA TOLL PRESUBSCRIPTION (Cont’d)

5.2 Presubscription Charge Application (Cont’d)

5.2.3 Cancellation of IntraLATA Toll Presubscription by an ITP

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

## 5.3 End User/Pay Telephone Service Provider Charge Discrepancy

(“Anti-Slamming Measure”)

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

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

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

5.3.2 Verification of Orders for Telemarketing

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

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

5 INTRALATA TOLL PRESUBSCRIPTION (Cont’d)

5.3 End User/Pay Telephone Service Provider Charge Discrepancy

(“Anti-Slamming Measure”) (Cont’d)

5.3.2 Verification of Orders for Telemarketing (Cont’d)

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

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

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

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

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

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

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

## 5.4 PIC Switchback Options

5.4.1 Customer denies requesting change of ITP.

When the Company is contacted by an end user who denies requesting a change in ITP primary IC, the end user will be credited the charge

5 INTRALATA TOLL PRESUBSCRIPTION (Cont’d)

5.4 PIC Switchback Options (Cont’d)

5.4.1 Customer denies requesting change of ITP. (Cont’d)

assessed for the disputed change in carrier, and will be switched back to the previous ITP at no charge.

The ITP is in no way relieved of the FCC requirements for:

5.4.1.1 Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or

5.4.1.2 Instituting steps to obtain verification of orders submitted to the Company. In addition, the end user has the option of initiating a complaint to the F.C.C. or the Pennsylvania Public Utility Commission’s Bureau of Consumer Services concerning unauthorized changes in toll presubscription.

5.4.2 Customer requests Switchback to Previous ITP PIC.

When the Company is notified via a call from the customer, where the end user is not denying the authenticity of the most recent change to the current PIC, the Company will change the customers ITP to the previous PIC. The customer will be billed the PIC charge as specified in 5.7.2.

## 5.5 IntraLATA Preferred Carrier Freeze Selection

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

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

The Federal Communications Commission accepted the use of three-way calls to remove PIC freezes when the customer’s IntraLATA toll presubscription choice has been frozen. Carriers must still follow the verification procedures for

5 INTRALATA TOLL PRESUBSCRIPTION (Cont’d)

5.5 IntraLATA Preferred Carrier Freeze Selection (Cont’d)

PIC changes of the Federal Communications Commission (e.g., independent 3rd party verification, written letter of agency from customer, electronic authorization). The carriers will impose and/or lift preferred carrier freeze request in accordance with Chapter 1 of Title 47 of the Code of Federal Regulation, Section 64.1190.

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

Marketing of PIC Freeze Option

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

## 5.6 Informational Notice to Customers

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

## 5.7 Rates and Charges

5.7.1 Charge for ITP Carrier Change $ 5.00

5.7.2 Charge for Switchback Carrier Change $ 5.00

# 6 PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE

## 6.1 General

The Pennsylvania Telecommunications Relay Service (PA TRS) is a relay telecommunication service for the deaf, hard of hearing, hearing and/or speech disabled population of the Commonwealth. The PA TRS is mandated by the Americans with Disabilities Act of 1990 to provide functionally equivalent telephone services that are available to other U.S. citizens, at no additional cost. The PA TRS includes both traditional relay (devices such as Teletypewriters (TTY) and Telecommunication Devices for the Deaf (TDD)) and captioned-telephone voice-carry-over relay services (captioned telephone). These relay services permit telephone communications between individuals with hearing and/or speech disabilities, who must use a TTY, TDD or captioned telephone, with individuals having normal hearing and speech. Additionally, 711 abbreviated dialing is available to access the PA TRS. The Company’s switching equipment is arranged to translate the “711” calls to the assigned toll-free number, (888) 895-1197, in order to route calls to the Telecommunications Relay Service Provider, in accordance with Commission’s Order entered on February 4, 2000 at Docket No. M-00900239.

## 6.2 Surcharge

In addition to the charges provided in this tariff, a surcharge will apply to all business access lines served by this Company. (Access lines are those lines extending from the telephone company’s central office to the end-user’s premises.) This surcharge applies regardless of whether or not the access line uses the PA TRS.

The surcharge serves as the funding vehicle for the operation of the PA TRS, Telecommunications Device Distribution Program and the Print Media Access Service Program and shall be calculated by the Commission. The Commission shall compute the PA TRS surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve- month period commencing with July 1 of each year.

The Commission may revise the surcharge more frequently than annually at its discretion.

Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

6 PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE (Cont’d)

6.2 Surcharge (Cont’d)

The following surcharge rates apply to all customer bills.

Per business access line, per month $0.09

The TRS surcharge will be applied to Integrated Centrex lines using the following Centrex Equivalent Lines Table on a per Integrated Centrex customer basis.

|  |  |
| --- | --- |
| Number of Centrex Lines | Equivalent Lines |
| 1 | 1 |
| 2 | 2 |
| 3 | 3 |
| 4 to 6 | 4 |
| 7 to 10 | 5 |
| 11 to 15 | 6 |
| 16 to 21 | 7 |
| 22 to 28 | 8 |
| 29 to 36 | 9 |
| 37 to 45 | 10 |
| 46 to 54 | 11 |
| 55 to 64 | 12 |
| 65 to 75 | 13 |
| 76 to 86 | 14 |
| 87 to 98 | 15 |
| 99 to 111 | 16 |
| 112 to 125 | 17 |
| 126 to 139 | 18 |
| 140 to 155 | 19 |
| 156 to 171 | 20 |
| 172 to 189 | 21 |
| 190 to 207 | 22 |
| 208 to 225 | 23 |
| 226 to 243 | 24 |
| 244 to 262 | 25 |
| 263 to 281 | 26 |
| 282 to 300 | 27 |
|  |  |
| Each additional 18 Centrex lines | 1 |

6 PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE (Cont’d)

## 6.3 Rates

Local calls will be charged at the applicable local flat rate or local measured service rate. Toll calls will be charged at the applicable toll rate found in the selected long distance provider’s rate schedule or current tariff. If the customer has not chosen a long distance carrier the default carrier’s rates will apply for the toll calls.