Neutral Tandem-Pennsylvania, LLC

COMPETITIVE LOCAL EXCHANGE CARRIER RESALE AND FACILITIES BASED TARIFF

Regulations and Schedule of Charges

This tariff applies to local exchange communications services within the service areas of Verizon Pennsylvania Inc., Verizon North Inc., and The United Telephone Company of Pennsylvania d/b/a Embarq Pennsylvania within the Commonwealth of Pennsylvania.

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania Inc. - Telephone Pa. P.U.C. No. 180A, 182, 182A, 185B and 185C; Verizon North Inc. - Telephone Pa. P.U.C. No. 1, 3, 5, and 6; and The United Telephone Company of Pennsylvania d/b/a Embarq – Telephone Pa. P.U.C. No. 27.

This 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provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

PAGES AFFECTED BY SUPPLEMENT

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N/A	N/A

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify any other changes
- D To signify decreased rate
- I To signify increased rate

PRINCIPAL OFFICE

The Company's principal office is located at 1 South Wacker Drive, Suite 200, Chicago, IL 60606.

This tariff is available for public inspection at the above address during regular business hours.

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RULES AND REGULATIONS

A. **APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local communications services by Neutral Tandem-Pennsylvania, LLC ("the Company"), to customers within the local exchange service area defined herein. Neutral Tandem-Pennsylvania, LLC is certified to provide service in the following counties:

Adams	Clearfield	Juniata	Northumberland
Allegheny	Clinton	Lackawanna	Perry
Armstrong	Columbia	Lancaster	Philadelphia
Beaver	Crawford	Lawrence	Pike
Bedford	Cumberland	Lebanon	Potter
Berks	Dauphin	Lehigh	Schuylkill
Blair	Delaware	Luzerne	Snyder
Bradford	Elk	Lycoming	Somerset
Bucks	Erie	McKean	Tioga
Butler	Fayette	Mercer	Venango
Cambria	Forest	Mifflin	Warren
Cameron	Franklin	Monroe	Washington
Carbon	Fulton	Montgomery	Wayne
Centre	Huntingdon	Montour	Westmoreland
Chester	Indiana	Northampton	York
Clarion	Jefferson		

B. **DEFINITIONS**

<u>Advance Payment:</u> Payment of all or part of a charge required before the start of service.

<u>Authorized User:</u> A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

<u>Class of Service (COS):</u> Used to prevent a Station from dialing certain codes and numbers.

Commission: The Pennsylvania Public Utility Commission.

<u>Company (or Telephone Company):</u> Neutral Tandem-Pennsylvania, LLC, which is the issuer of this tariff.

<u>Customer:</u> The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. Customers may be classified by the Company as Business or Residential.

<u>Dual Tone Multi-Frequency ("DTMF"):</u> The pulse type employed by tone dial Station sets.

<u>Government Emergency Telecommunications Service ("GETS"):</u> An emergency telecommunications service managed by the Department of Homeland Security, which provides emergency access and priority processing in the local and long distance segments of the Public Switched Telephone Network, including for wireless calls.

<u>Individual Case Basis ("ICB"):</u> A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

<u>InterLATA Presubscription:</u> Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IXC) to access, without an access code, for interLATA calls. This carrier is referred to as the end user's presubscribed interLATA toll provider.

B. **DEFINITIONS** (cont'd)

<u>IntraLATA Presubscription:</u> Presubscription is an arrangement whereby an end user may select and designate to the Company either the Company or an interexchange carrier (IXC) to access, without an access code, for intraLATA calls. This carrier is referred to as the end user's presubscribed intraLATA toll provider.

<u>Joint User:</u> A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-192 for the provision and administration of communications services.

<u>Least Idle Trunk Selection (LIDL):</u> LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

<u>Local Calling:</u> A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

<u>Local Exchange Carrier:</u> Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

Mbps: Megabits, or million of Bits, per second.

<u>Most Idle Trunk Selection (MIDL):</u> MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

<u>Multiple Appearance Directory Numbers:</u> A directory number that is assigned more than once to one or more Proprietary Business Sets.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

B. **DEFINITIONS** (cont'd)

<u>Off-Hook:</u> The term "off-hook" denotes the active condition of a telephone exchange service line.

<u>Off-net Service</u>: Service to the customer's physical location is provided through the use, purchase or lease of the facilities of another local access provider.

<u>Off-switch Service</u>: Off-switch service is service which utilizes the switching of another local access provider.

<u>On-Hook:</u> The term "on-hook" denotes the idle condition of a telephone exchange service line.

<u>On-net Service</u>: Service to the customer's physical location is provided entirely on the Company's own facilities.

<u>On-switch Service</u>: On-switch service is service using switching equipment of the Company.

<u>Originating Off-Net:</u> A call originating on and placed via non-company owned or company leased facilities.

<u>Originating On-Net:</u> A call originating on and placed via company owned or company leased facilities.

<u>Recurring Charges:</u> The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

<u>Service Commencement Date:</u> The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

<u>Service Order:</u> The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

B. **DEFINITIONS** (cont'd)

Services: The telecommunications services offered by the Company.

Station: Telephone equipment from or to which calls are placed.

<u>Trunk:</u> A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

<u>Unbundled Network Element (UNE):</u> Elements of the incumbent's network made available to the Company on the basis of incremental cost.

<u>Unbundled Network Element-Platform (UNE-P):</u> Service using the leased unbundled local loop and unbundled switch of the incumbent.

<u>User:</u> A Customer or any other person authorized by the Customer to use service provided under this tariff.

C. GENERAL REGULATIONS

- 1. Undertaking of the Company
 - a. Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way message transmission between points within the Commonwealth of Pennsylvania under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, 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.

The Company is currently only offering services to Business Customers. Residential Services are not available from the Company at this time.

- b. Shortage of Equipment or Facilities
 - (1) The Company reserves the right to limit or 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 cause beyond the Company's control.
 - (2) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

- C. GENERAL REGULATIONS (cont'd)
 - 1. Undertaking of the Company (cont'd)
 - c. Terms and Conditions
 - (1) Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Business Customer, in writing, on not less than 30 days notice, or by the Residential Customer, in writing or orally, on not less than 5 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
 - (2) Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.
 - (3) 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. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff 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.

- C. GENERAL REGULATIONS (cont'd)
 - 1. Undertaking of the Company (cont'd)
 - c. Terms and Conditions (cont'd)
 - (4) The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
 - (5) The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.C.1.c.(6) below.
 - (6) The Customer agrees to return to the Company all Companyprovided equipment delivered to Customer within five (5) days of
 termination of the service in connection with which the equipment
 was used. Said equipment shall be in the same condition as when
 delivered to Customer, normal wear and tear only accepted.
 Customer shall reimburse the Company, upon demand, for any
 costs incurred by the Company due to Customer's failure to
 comply with this provision.

- C. GENERAL REGULATIONS (cont'd)
 - 1. Undertaking of the Company (cont'd)
 - d. 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 this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

- (1) The liability of the Company for damages arising out of the furnishing of these 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 of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.
- (2) Except for the credit allowance specifically provided for in Section 2.C.7.a, the Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood 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 any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

- C. GENERAL REGULATIONS (cont'd)
 - 1. Undertaking of the Company (cont'd)
 - d. Liability of the Company
 - (3) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's customer facilities or equipment used for or with the services the Company offers.
 - (4) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
 - (5) The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
 - (6) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds 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 any other party or person(s), and 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, location, or use of any installation so provided.

- C. GENERAL REGULATIONS (cont'd)
 - 1. Undertaking of the Company (cont'd)
 - d. Liability of the Company (cont'd)
 - (7) The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
 - (8) The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
 - (9) The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
 - (10) The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Company Service.
 - (11) The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

- C. GENERAL REGULATIONS (cont'd)
 - 1. Undertaking of the Company (cont'd)
 - d. Liability of the Company (cont'd)
 - (12) 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 AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
 - e. Notification of Service-Affecting Activities

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. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

- f. Provision of Equipment and Facilities
 - (1) Where construction is required, 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 this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer. Where construction is not required, the Company will provide facilities in accordance with Chapter 63 of the 52 Pennsylvania Code.

- C. GENERAL REGULATIONS (cont'd)
 - 1. Undertaking of the Company (cont'd)
 - f. Provision of Equipment and Facilities (cont'd)
 - (2) The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
 - (3) Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
 - (4) 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 this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
 - (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - (b) the reception of signals by Customer provided equipment; or
 - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

- C. GENERAL REGULATIONS (cont'd)
 - 1. Undertaking of the Company (cont'd)
 - Non-routine Installation g.

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.

h. Ownership of Facilities

> Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

i. **Telecommunications Service Priority**

> The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, the Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

- C. GENERAL REGULATIONS (cont'd)
 - 2. Prohibited Uses
 - a. The service 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.
 - b. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
 - 3. Obligations of the Customer
 - a. General

The Customer shall be responsible for:

- (1) the payment of all applicable charges pursuant to this tariff;
- (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. 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.
- (3) 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;

- C. GENERAL REGULATIONS (cont'd)
 - 3. Obligations of the Customer (cont'd)
 - a. General (cont'd)
 - (4) Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in section 2.C.3.a.(3) above. Any 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:
 - (5) 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;
 - (6) 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 Customer is responsible under section 2.C.3.a.(4) above; and granting or obtaining permission for Company 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;

- C. GENERAL REGULATIONS (cont'd)
 - 3. Obligations of the Customer (cont'd)
 - General (cont'd) a.
 - not creating or allowing to be placed or maintained any liens or (7) other encumbrances on the Company's equipment or facilities:
 - (8) 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.
 - b. Claims

With respect to any service or facility provided by the Company. Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- any loss, destruction or damage to property of the Company or (1) 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; or
- (2) any claim, loss damage, expense or liability for 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, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

- C. GENERAL REGULATIONS (cont'd)
 - **Customer Equipment and Channels** 4.
 - a. General

A Customer may transmit or receive messages or signals via the facilities of the Company.

- b. Station Equipment
 - The Customer is responsible for providing and maintaining any (1) 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 47 C.F.R. Part 68 and all wiring must be installed and maintained in compliance with those regulations. 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. 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.C.7 below, is not applicable.
 - The Customer is responsible for ensuring that Customer-provided (2) 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 Companyprovided 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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

- C. GENERAL REGULATIONS (cont'd)
 - 4. Customer Equipment and Channels (cont'd)
 - c. Interconnection of Facilities
 - (1) 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.
 - (2) Local Service 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.
 - (3) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

- C. GENERAL REGULATIONS (cont'd)
 - 4. Customer Equipment and Channels (cont'd)
 - d. Inspections
 - (1) 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 section 2.C.4.d.(2) for the installation, operation, and maintenance of Customerprovided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
 - (2) 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's equipment must meet.

- C. GENERAL REGULATIONS (cont'd)
 - 5. Payment Arrangements
 - a. Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer.

- (1) Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Services, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.
- b. Billing and Collection of Charges

To the extent that services are provided to Residential Customers under this tariff (as specified in Section 3.G), the Company will comply with the requirements of Chapter 64 of the Pennsylvania Code (52 Pa. Code) regarding billing standards and practices for Residential Customers. In instances where sections of the tariff may conflict with Chapter 64, the regulations in Chapter 64 will prevail.

Bills will be rendered monthly to each Customer.

- (1) The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month for which service is provided. Usage charges will be billed in arrears.
- (2) For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

- C. GENERAL REGULATIONS (cont'd)
 - 5. Payment Arrangements (cont'd)
 - b. Billing and Collection of Charges (cont'd)
 - (3) Amounts not paid within 30 days after the date of invoice are considered past due. For purposes of this section 2.C.5, consistent with 52 Pa. Code 53.84, where bills are paid by mail, the date of the Company's receipt of such mailed payment shall be considered the date of payment.
 - (4) A \$15.00 charge will be assessed for checks with insufficient funds or non-existing accounts.
 - (5) Customers will be assessed a late fee on past due amounts in the amount of the lesser of 1.25% per month or a maximum lawful rate under applicable state law. The rate, when annualized, will not exceed 15% per annum, computed by the simple interest method, and will not include previously accrued late payment charges.
 - c. Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 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 Pennsylvania Public Utility Commission in accordance with the Commission's rules of procedure. The Bureau of Consumer Services shall have primary jurisdiction over all Informal Complaints. The address of the PUC's Bureau of Consumer Services is P.O. Box 3265, Harrisburg, PA 17105-3265. The telephone number for the General Complaints Hotline is 1-800-692-7380.

The date of the dispute shall be the date the Customer makes initial contact with the Company informing it of a dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

- C. GENERAL REGULATIONS (cont'd)
 - 5. Payment Arrangements (cont'd)
 - d. Advance Payments

To safeguard its interests, the Company may require a Business Customer to make an Advance Payment before services and facilities are furnished. Advance Payment may be required by the Company only for the construction of facilities and furnishing of special equipment or for temporary service for short-term use. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and three months' 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 Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

- e. Deposits
 - (1) Applicants for service or existing Customers whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. 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 the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two month's charges for a service or facility which has a minimum payment period of one month.

- C. GENERAL REGULATIONS (cont'd)
 - 5. Payment Arrangements (cont'd)
 - e. Deposits (cont'd)
 - (2) A deposit may be required in addition to an advance payment.
 - (3) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
 - (4) Consistent with the Commission's August 21, 2006 Order in Docket No. L-00050176 incorporating the interest rate determination set forth in 66 Pa. C.S. § 1404(c)(6) pursuant to 52 Pa. Code § 64.41, where Services are provided to Residential Customers pursuant to this tariff (as specified in Section 3.G), interest shall accrue on Residential Customer deposits (without deductions for taxes thereon) at a rate of six percent (6%) per annum and shall be paid annually to the Residential Customer, or, at the option of either the Company or the Residential Customer, shall be applied to the Residential Customer's bill. Any interest rate applicable to Business Customer deposits will be as specified in the Business Customer's contract.

- C. GENERAL REGULATIONS (cont'd)
 - 5. Payment Arrangements (cont'd)
 - f. Contracts for Service
 - (1) Upon acceptance of an application for service, all the applicable provisions in the Company's tariffs lawfully on file become the contract between the Customer and the Company. The Company reserves the right to require applications for service to be made in writing on forms supplied by the Company. Two forms of identification may be required as proof of the identity of an applicant, in which case, applications will be processed after identification has been established.
 - (2) Requests for additional service and requests for changes in service, upon acceptance thereof by the Company become a part of the original contract, except that each item of additional service so installed is subject to the appropriate minimum contract period. The acceptance or use of service may be deemed an application for such service and an agreement to pay for it at the rates applicable thereto under the current tariff. Any change in rates or regulations lawfully made, acts as a modification of all contracts to that extent without further notice.
 - (3) Except as otherwise provided in other sections of this tariff, service is furnished for a minimum contract term of one month. The Company also reserves the right to refuse service to those applicants who are indebted to the Company for service previously rendered until the indebtedness is satisfied or payment arrangements made.

- C. GENERAL REGULATIONS (cont'd)
 - 5. Payment Arrangements (cont'd)
 - g. Suspension/Termination of Service

The Company reserves the right to suspend or terminate Services for nonpayment of bills, in accordance with Commission regulations and Company current billing standards, or for violation of rules and regulations of this tariff, after due notice by the Company. The Company also reserves the right to suspend or terminate service to facilities that have apparently been abandoned and to demand payment for such service up to and including date of suspension, provided it has not been notified by the subscriber to discontinue service thereto.

- (1) Suspension or Termination for Nonpayment
 - (a) Upon nonpayment of any undisputed amounts owing to the Company, the Company may, by giving at least seven (7) days' prior written notice, suspend service to a Residential Customer, subject to the provisions set forth in Chapter 52 of the Pennsylvania Code, Sections 64.61 64.111, without incurring any liability; or may, upon giving prior notice, suspend service to a Business Customer without incurring any liability.
 - (b) Upon failure of the Customer to remedy the nonpayment of any undisputed amounts owing to the Company after service has been suspended, the Company may, by giving at least ten (10) days' written notice after suspension, terminate service to a Residential Customer, subject to the provisions set forth in Chapter 52 of the Pennsylvania Code, Sections 64.121 – 64.123, without incurring any liability; or may, upon giving prior notice, terminate service to a Business Customer without incurring any liability.

- C. GENERAL REGULATIONS (cont'd)
 - 5. Payment Arrangements (cont'd)
 - g. Suspension/Termination of Service (cont'd)
 - (2) Suspension or Termination for Reasons Other than Nonpayment
 - (a) For any of the following reasons or circumstances, the Company may, by giving at least seven (7) days' prior written notice, suspend service to a Residential Customer, subject to the provisions set forth in Chapter 52 of the Pennsylvania Code, Sections 64.61 64.111, without incurring any liability; or may, upon giving prior notice, suspend service to a Business Customer without incurring any liability:
 - Violation of any material terms or conditions of service;
 - ii) Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service;
 - iii) Any governmental prohibition, or required alteration of the services to be provided or any violation by the Customer of any applicable law or regulation;.
 - iv) Customer's refusal to furnish information to the Company regarding the Customer's creditworthiness, its past or current use of common carrier communications services or its planned use of service(s);
 - v) Customer's provision of false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s);

- C. GENERAL REGULATIONS (cont'd)
 - 5. Payment Arrangements (cont'd)
 - g. Suspension/Termination of Service (cont'd)
 - (2) Suspension or Termination for Reasons Other than Nonpayment (cont'd)
 - (a) (cont'd)
 - vi) Customer's use, or attempted use, of service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - c) Any other fraudulent means or devices;
 - vii) Use of service in such a manner as to interfere with the service of other users;
 - viii) Use of service for unlawful purposes;
 - ix). Failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with section 2.C.5.e. (Deposits);

- C. GENERAL REGULATIONS (cont'd)
 - 5. Payment Arrangements (cont'd)
 - g. Suspension/Termination of Service (cont'd)
 - (2) Suspension or Termination for Reasons Other than Nonpayment (cont'd)
 - (b) Upon failure of the Customer to remedy any of the original grounds for suspension as set forth in 2.C.5.g.(2).(a), above, the Company may, by giving at least ten (10) days' written notice after suspension, terminate service to a Residential Customer, subject to the provisions set forth in Chapter 52 of the Pennsylvania Code, Sections 64.121 64.123, without incurring any liability; or may, upon giving prior notice, terminate service to a Business Customer without incurring any liability..
 - (3) The suspension or termination of service(s) by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for any undisputed charges due and owing for service(s) furnished during the time of or up to suspension or termination.
 - (4) Upon the Company's termination of service to the Customer under sections 2.C.5.g. (1) or 2.C.5.g. (2), above, all applicable undisputed charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other tariff provision.

- C. GENERAL REGULATIONS (cont'd)
 - 6. Cancellation for Cause

Service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law, or if the Company receives other evidence that such service is being or will be so used. As provided for in Chapter 64 of the Pennsylvania Code regarding unauthorized use of utility service -- which includes fraud and tampering with utility equipment -- the Company may terminate Residential Service without advance notice where any such service which is used in such a manner as to threaten the safety of a person or the integrity of the service delivery system of the Company, interfere with the service of others or that is used for any purpose other than a means of communication. Further, the Company hereby reserves the right to terminate Business Service without advance notice where any such service which is used in such a manner as to threaten the safety of a person or the integrity of the service delivery system of the Company, interfere with the service of others or that is used for any purpose other than a means of communication.

- C. GENERAL REGULATIONS (cont'd)
 - 7. Allowances for Interruptions of Service
 - a. Credit for Interruptions

When main service is interrupted for a period of at least 24 hours, the Company, after notice by the customer, shall apply the following schedule of allowances except in situations provided for as follows:

- (1) One-thirtieth of the tariff monthly rate of all services and facilities furnished by the company rendered inoperative, useless or substantially impaired for each of the first three full 24-hour periods during which the interruption continues after notice by the customer to the company if the out-of-service extends beyond a minimum of 24 hours.
- (2) Two-thirtieths of the tariff monthly rate for each full 24-hour period beyond the first three 24-hour periods referred to in paragraph (1), above. 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 useless or impaired.

When service is interrupted for a period of at least 24 hours due to storms, fires, floods or other conditions 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 or substantially impaired shall apply for each full 24 hours during which the interruption continues after notice by the Customer to the Company.

The allowances described in this section are not applicable when service is interrupted by the negligence or willful act of the Customer to service or where the Company, under the terms of the contract for service, suspends or terminates service for nonpayment of charges, or for unlawful or improper use of the facilities or service, or for another reason provided for in the filed and effective tariff.

- C. GENERAL REGULATIONS (cont'd)
 - 7. Allowances for Interruptions of Service (cont'd)
 - b. Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

- 8. Cancellation of Service
 - a. Cancellation of Application for Service
 - (1) Where the Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
 - (2) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered.
 - (3) The special charges described in section 2.C.8.a. (2) above, will be calculated and applied on a case-by-case basis.
 - b. Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in section 2.C.7.a. above), Customer agrees to pay to Company all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.C.5.b.

C. GENERAL REGULATIONS (cont'd)

9. Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

10. Notices and Communications

- a. The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- b. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- c. All notices or other communications required to be given pursuant to this tariff will be in writing, except that the Customer may provide oral or written notice for discontinuance of service. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- d. The Company or the Customer shall 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.

C. GENERAL REGULATIONS (cont'd)

11. Establishment and Furnishing of Service

a. Telephone Directories

Except where service is provided on an unlisted or non-published basis, the Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.

b. Directory Errors and Omissions

The Company's liability arising from errors or omissions in its directories or in accepting listings presented by customers or prospective customers shall be limited to resulting impairment of the Customer's service and the Company may discharge such liability by an abatement or refund of an amount not exceeding the directory or listing charge for the service during the period covered by the directory in which the error or omission occurs. The Company will not be a party to controversies arising between the Customer or others as a result of listings published in its directories.

c. Telephone Numbers

The area code, or codes, central office designation, or designations, or line number, or numbers, or all of them, to be associated with a Customer's telephone service shall be determined by the Company; and the Company reserves the right to change such codes, designations, or numbers, or all of them, associated with a Customer's telephone service as the conduct of the business may require. The Customer has no proprietary right in any area code, central office designation, or line number.

- C. GENERAL REGULATIONS (cont'd)
 - 11. Establishment and Furnishing of Service (cont'd.)
 - d. Overtime Work

When, at the subscriber's request, work is performed at other than regular business hours of the Company, an extra charge for such work will be applied to compensate for the current overtime wage rates.

e. Standby Workmen

In situations such as sporting events, one-time entertainment events, etc. where the Customer requests that "standby workmen" be provided to safeguard the continuity of service, the entire cost of providing those "standby workmen" may be billed to the Customer, regardless of whether such "standby workmen" were provided during regular or overtime working hours.

A. EXCHANGE AREA SERVICE

The Company provides Local Exchange Service in selected exchanges, detailed herein, of incumbent local exchange carriers Verizon Pennsylvania Inc., Verizon North Inc., and United Telephone Company d/b/a Embarq. As technical and/or economic feasibility allows, this section will be modified to reflect additional areas in which the Company will offer local exchange service.

Exchange Areas and boundaries will be the same as the incumbent local exchange carrier's. The Company concurs in the incumbent local exchange areas listed in each company's applicable local exchange tariff. The provision of local exchange telecommunications service is subject to the existing regulations, terms and conditions in this tariff. The provision of service will be subject to the availability of appropriate facilities and local telecommunications service in the exchange service area. The Company's Local Exchange Service may be provisioned only on an on-net basis.

Except as otherwise provided herein, the Company's Local Telephone Service provides a Customer with the ability to:

- place or receive calls to any calling station physically located in the local calling area, as defined herein;
- · access enhanced 911 Emergency Service where available;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- · access Directory Assistance:
- · place or receive calls to toll-free numbers, such as, 800/888 telephone numbers;
- · access Telecommunication Relay Service;
- place calls to Pay-Per-Call, such as, 900/976/556 telephone numbers.

Calls placed to any calling station physically outside a local calling area will be treated as a toll call.

B. RESERVED FOR FUTURE USE

C. LOCAL CALLING AREAS

Exchanges and zones included in the local calling areas are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published by the incumbent local exchange provider in the Customer's exchange area.

Originating Exchange	Local Calling Area Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed.
Philadelphia Zone 1	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4
Philadelphia Zone 2	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 14, Phila. Sub. Zone 17, Phila. Sub. Zone 21, Phila. Sub. Zone 23, Phila. Sub. Zone. 24
Philadelphia Zone 3	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 23, Phila. Sub. Zone 31, Phila. Sub. Zone 32, Phila. Sub. Zone 34
Philadelphia Zone 4	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 34, Phila. Sub. Zone 37, Phila. Sub. Zone 40, Phila. Sub. Zone 41

D. NETWORK ACCESS LINE

A Network Access Line provides the Customer with a single, voice-grade communications channel with touch-tone dialing. Each Network Access Line will include a telephone number.

E. LOCAL EXCHANGE SERVICE

A customer's local exchange service rate is based on the Local Exchange Service Offering chosen by the customer.

F. LOCAL EXCHANGE SERVICE RATES

Local Exchange Service rates may consist of one or more of the following: a monthly charge, a per call charge, and a call allowance. Call allowances are applied toward usage charges which accumulate. No credit is given for any unused allowance during a billing month nor is any unused allowance accumulated and/or carried forward over billing months.

G.	RESIDENTIAL	SERVICE OF	FERINGS
G.	REGIDEINITAL	OCC VICE OF	

The Company is not currently offering services to Residential Customers.

H. BUSINESS SERVICE OFFERINGS

1. Secure Line

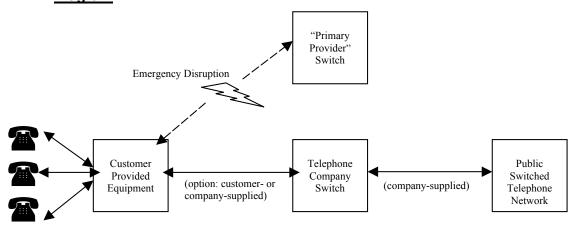
a. General

Secure Line is a bundled package of services that is principally designed as a dedicated redundant service offering that provides Customers with the ability to make and receive calls in the event of an emergency disruption of the services provided by a Customer's primary local exchange service provider ("Primary Provider").

Secure Line is available only: (a) to business service customers, (b) where availability of facilities and telephone numbers permit, and (c) in the standard bundled configuration specified herein. Accordingly, Customers subscribing to Secure Line must designate the Telephone Company as their local, intraLATA and interLATA presubscribed carrier for all channels in a trunk group that are subscribed to Secure Line service. The Telephone Company will provide Customer with telephone numbers that will be non-published.

Secure Line is provided via DS1 trunk-side connections to customer-provided PBX or Key System equipment ("CPE"). Customers subscribing to Secure Line have the option of buying Telephone Company provided transport to the Telephone Company's switch, or providing their own transport to the switch.

Diagram



- H. BUSINESS SERVICE OFFERINGS (Cont'd)
 - 1. Secure Line (Cont'd)
 - b. Services

Secure Line allows customers to make outbound local, intraLATA and interLATA calls and to receive incoming calls to Telephone Company assigned telephone number(s) (i.e., numbers that are different from those subscribed by Customer to its Primary Provider). Secure Line provides customers with the following:

Two-way Voice Grade Service
Local, intraLATA and interLATA calling
Access to Emergency 911 Services
Access to Operator Services
Access to Directory Assistance
Access to Numbering Resources
Access to Telecommunications Relay Service
Number Portability
Non-published number
Government Emergency Telephone Service (GETS) capability

No vertical or custom calling features are available with Secure Line.

Customers subscribing to Secure Line under this tariff are eligible for interstate interexchange calling rates provided under the Telephone Company's Interstate Service Guide No. 1 (or the Telephone Company's then-current successor Service Guide). International calling is not available as a feature of Secure Line.

- H. BUSINESS SERVICE OFFERINGS (Cont'd)
 - 1. Secure Line (Cont'd)
 - c. Application of Rates and Charges

Secure Line monthly charges apply on per telephone number and per channel basis.

Secure Line is initially provisioned on a "reserve" basis, such that monthly recurring charges are waived for subscribing Customers until the occurrence of Qualifying Usage (as defined below). Upon the occurrence of Qualifying Usage, service will be deemed to be in "active" status and monthly recurring charges will apply for the entire month for all numbers and channels subscribed as provided herein. Monthly recurring charges will continue to apply to Customer in each month thereafter until the passage of a full month during which Customer does not have any Qualifying Usage.

For purposes of this Section H.1., Qualifying Usage is the occurrence of any one of the following in a month: (a) the completion of an outbound call via Secure Line, or (b) receipt of in excess of one-hundred (100) inbound calls on any Secure Line trunk group within a twenty-four (24) hour period.

Customer has exclusive control of CPE and is solely responsible for: (i) maintenance of Customer's relationship with Customer's Primary Provider, and (ii) programming CPE to (a) route calls to the Telephone Company in the event that the Customer's Primary Provider experiences an emergency service disruption, and (b) cease such call routing when such a disruption is resolved. Accordingly, the Customer is solely responsible for:

- 1. continued accrual of Secure Line monthly charges while outbound usage continues on a subscribed trunk group, as well as Secure Line monthly charges arising from receipt of inbound calls.
- continued accrual of charges incurred by Customer from Customer's Primary Provider regardless of whether Secure Line is in "active" status.

- H. BUSINESS SERVICE OFFERINGS (Cont'd)
 - 1. Secure Line (Cont'd)
 - c. Application of Rates and Charges (Cont'd)

Further, the Telephone Company hereby disclaims any agency relationship on behalf of Customer with Customer's Primary Provider and all liability for any charges incurred by Customer from Customer's Primary Provider.

Outbound call charges apply on a per minute of use basis only, with all fractional minute usage rounded up to the next whole minute. No per call surcharges apply in addition to usage charges specified herein.

Service ordering and installation charges apply in lieu of those provided elsewhere in this tariff.

A non-published listing is included in the monthly per number rate specified herein.

Where the Telephone Company is providing transport, the additional rates, terms and conditions in H.1.e apply.

- H. BUSINESS SERVICE OFFERINGS (Cont'd)
 - 1. Secure Line (Cont'd)
 - d. Secure Line Standard Rates and Charges

	<u>Rate</u>
(1). Service order charge (NRC)	
(a) Per Order	
(i) First order	\$ 0.00
(ii) Subsequent orders, per order	\$500.00
(b) Per Channel	
(i) First 10 channels	\$ 0.00
(ii) Each additional channel, after (1)(b)(i), per channel	\$200.00
(c) Per Number Block	
(i) First block of up to 20 numbers	\$ 0.00
(ii) Every block of 20 numbers thereafter	\$1,000.00
(2). Monthly Rate, per block of 20 numbers*	\$50.00
(3). Monthly Rate, per channel*	\$500.00
(4). All Outbound Usage (local/intraLATA/interLATA), per minute	\$0.25

^{*}Subject to waiver as provided in H.1.c.

- H. BUSINESS SERVICE OFFERINGS (Cont'd)
 - 1. Secure Line (Cont'd)
 - e. Telephone Company-Provided Transport Option
 - (1). General

Customers subscribing to Secure Line have the option of buying Telephone Company provided transport to the Telephone Company's switch (subject to availability), or providing their own transport to the switch. The terms and charges specified in this Section H.1.e. apply where the Telephone Company provides transport for Secure Line Customers.

The term "service(s)" used in this section H.1.e refers only to such local private line intrastate telecommunications transport services between two locations traversing the Telephone Company's end points, each of which originate or terminate at a Customer's or the Telephone Company's designated location (unless otherwise stated in this tariff). Any service provided over a third party's facilities, arranged for the Customer by the Company, may be provided on an individual case basis (ICB).

- Н. BUSINESS SERVICE OFFERINGS (Cont'd)
 - 1. Secure Line (Cont'd)
 - Telephone Company-Provided Transport Option (Cont'd) e.
 - (2). Description
 - (a). Service is provided on a point-to-point basis between Customer-designated and/or Company-designated premises, points of presence, offices, and/or wire centers within the same Incumbent Local Service Area.
 - (b). Service is provided only where facilities are available and where the Telephone Company can secure acceptable arrangements with underlying suppliers (for resold services), and is further subject to the technical limitations of the digital equipment used by the Telephone Company. If such equipment, new facilities or changes to existing facilities are required for the provision of this service, additional charges may apply based on the cost incurred to make the changes.
 - Service is furnished on a full-time basis, 24 hours a day, (c). seven days a week.
 - (d). Service is only available in DS1 offering.

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- H. BUSINESS SERVICE OFFERINGS (Cont'd)
 - 1. Secure Line (Cont'd)
 - e. Telephone Company-Provided Transport Option (Cont'd)
 - (3). Application of Rates and Charges
 - (a). All appropriate rates and charges specified in other sections of this tariff are in addition to the monthly rates and nonrecurring charges specified in this section H.1.e. In addition to any rate or charge established in this tariff, the Customer will also be responsible for any recurring or nonrecurring charges imposed by any other telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Telephone Company or directly by another telephone company, at the Company's option.
 - (b). The rates for service consist of a nonrecurring order charge, a monthly recurring charge, and a monthly recurring per mile rate measured using V&H coordinates. Additional ancillary and labor charges may apply as provided herein.
 - (c). Service rates in effect at the time the service is installed and/or as of the service order application date will be applicable until the expiration of any service commitment period. Unless the parties agree otherwise, a minimum service commitment period of twelve (12) months will apply. At the expiration of any such commitment period, the Customer may select a new payment period option at current rates or revert to current rates on a month-to-month basis.

- H. BUSINESS SERVICE OFFERINGS (Cont'd)
 - 1. Secure Line (Cont'd)
 - e. Telephone Company-Provided Transport Option (Cont'd)
 - (3). Application of Rates and Charges
 - (d). In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Telephone Company services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the customer, and use of facilities by other customers. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulations set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and customer. Such special pricing arrangements will be made available to similarly situated customers on a non-discriminatory basis. The Company will provide notice to the Commission for all special pricing arrangements, including ICB.
 - (e). Monthly charges and recurring mileage charges will apply each month regardless of whether Secure Line is in "reserve" status.

- H. BUSINESS SERVICE OFFERINGS (Cont'd)
 - 1. Secure Line (Cont'd)
 - e. Telephone Company-Provided Transport Option (Cont'd)
 - (4). Rates and Charges
 - (a). Recurring Charges
 - (i) 12 Month Service Charges

	Monthly Charge	Monthly Recurring Mileage Charge (per mile)
Per DS1	\$600.00	\$50.00

(ii) Month-to-Month Service Charges

	Monthly	Monthly Recurring Mileage Charge
	Charge	(per mile)
Per DS1	\$1000.00	\$80.00

(b). Ancillary Charges

	NRC
Order charge (including installation), per order	\$1,500.00
Order change charge, per change	\$500.00
Cancellation charge	\$500.00

- H. BUSINESS SERVICE OFFERINGS (Cont'd)
 - 1. Secure Line (Cont'd)
 - e. Telephone Company-Provided Transport Option (Cont'd)
 - (5). Termination Liability

If Customer desires to terminate any services ordered under this Section H.1.e. after Telephone Company's acceptance of the order for such service and prior to the expiration of the applicable service commitment period, Customer may do so by providing notification thereof to Telephone Company at least thirty (30) days in advance of such termination. In the event of any such termination of such service, or if Telephone Company terminates such service in accordance with the terms of this Tariff prior to the completion of the service commitment period, Customer will pay to Telephone Company, an amount equal to one hundred percent (100%) of the unpaid monthly recurring charge(s) applicable to the terminated service multiplied by the number of months then remaining until the end of the applicable service commitment period.

- f. Other Rates and Charges
 - (1). Labor and Materials

If, on responding to a Customer-initiated service call, Telephone Company determines that the cause of a service interruption or other problem is a failure that is unrelated to services provided by the Telephone Company pursuant to this Section H.1 (including, without limitation, malfunction or the inadequacy of CPE, service arrangements of Customer's Primary Provider, or Customer-provided transport), then Customer shall compensate Telephone Company, at the time and materials rate charged Telephone Company by its provider, plus twenty-five percent (25%) as a management, billing and administration fee.

A. LINE CONNECTION CHARGE

1. Description

The Line Connection Charge applies for arranging an exchange line to provide voice grade service between the Telephone Company central office and the rate demarcation point at the customer's premises. This charge covers the service order costs in addition to the labor costs associated with getting the line to the customer's premises in working order. This charge includes, but is not limited to, making or changing connections in the central office or in distribution facilities, necessary cross connections and line transfers, and the normal placement of the drop wire service line, network interface and/or protector.

The Line Connection Charge applies for the connections of the following:

- Exchange dial tone lines, including foreign exchange
- Trunk lines, including PBX.
- Pay Telephone Line Service
- Central office multiple terminations.
- Special service lines, including tie lines, leased lines, transfer service, etc.

2. Line Connection Charge Regulations

- a. The Line Connection Charge applies for each line connected or changed, i.e., from coin to non-coin, from foreign exchange to local exchange, etc.
 This charge does not apply to change from Residence to Business or vice versa. The Company may waive this charge for promotions or for major sales activity.
- b. For point-to-point or multi-point special service lines, one Line Connection Charge applies to each terminating point connected or changed.
- c. Line Connection Charges do not apply under the following conditions:
 - (1) When dial tone lines or trunks are temporarily suspended for nonpayment or other cause, or when subsequently restored.
 - (2) When dial tone line number (telephone numbers) are changed within the same central office.

- A. LINE CONNECTION CHARGE (cont'd)
 - 3. Charges
 - a. The Line Connection Charge for a new service install is as follows:

Residence Service N/A
Business Service \$65.00

B. RESERVED FOR FUTURE USE

C. MISCELLANEOUS NON-RECURRING CHARGES

1. Description

Nonrecurring charges apply to the following:

- a. Restoral of Service Charge This charge applies for restoring service to a customer following temporary suspension of service for nonpayment or other authorized cause. This charge is in addition to any past due amounts for service previously furnished or any deposit which may be required.
- b. Telephone Number Change Charge Customers requesting a change of their Dial Tone Line telephone number will incur a Telephone Number Change Charge (except when a Line Connection Charge is applied). This charge applies for each telephone line number changed.
- c. Record Service Charge This charge covers work associated with a change of Telephone Company records, at the customer's request, for a change in billing records requested by the Customer (except for a correction in name or billing address for residential service due to death, marriage, divorce, or legal action when there is no connection, disconnection, move or change in service) when none of the other non-recurring charges apply.

- C. MISCELLANEOUS NON-RECURRING CHARGES (cont'd)
 - 1. Description (cont'd)
 - d. Preferred Telephone Number Service
 - Allows a customer to request a particular telephone number, which may have a special meaning of value to the customer, subject to the availability of facilities and the requirements of the serving local exchange Central Office as defined by the Telephone Company.
 - Service may be established at the time normal service is requested and the line connection charge applies in addition to charges for Preferred Telephone Number Service. Charges for a change in a telephone number or Foreign Exchange service also apply if a customer elects such service.
 - Up to three numbers, in order of preference, may be requested at one time. A nonrecurring charge will apply for each search, up to three numbers, requested by the customer, whether Preferred Telephone Number Service is accepted or not.
 - Provisioning of a preferred telephone number is based upon current availability of that telephone number. The Telephone Company reserves the right to exclude certain numbers or blocks of numbers from assignment, and will determine the availability criteria. No customer waiting list will be maintained.
 - Preferred telephone numbers shall be listed as a number only in Telephone Company directories.
 - The Telephone Company will not be responsible for the manner in which Preferred Telephone Number Service is used by the customer.

- C. MISCELLANEOUS NON-RECURRING CHARGES (cont'd)
 - 1. Description (cont'd)
 - e. Transfer of Billing Name

This charge applies to work associated with a change of Telephone Company records for a transfer of billing name, which occurs when one party contracts for the service which had previously been contracted for by another party.

2. Charges

	<u>Residential</u>	<u>Business</u>
a. Restoral of Service Charge	N/A*	\$20.00
b. Telephone Number Change Charge	N/A*	\$43.50
c. Record Service Charge	N/A*	\$15.00
d. Preferred Telephone Number Service Charge	N/A*	\$100.00
e. Transfer of Billing Name Charge	N/A*	\$27.75

^{*}Residential services are not available at this time.

A. DIRECTORY LISTINGS

- 1. Alphabetical Directory
 - a. The following regulations and rates apply to listings in lightface type in the alphabetical directories and the information records of the Company.
 - b. Listings are limited to information essential to the identification of the listed party. The Company reserves the right to use appropriate abbreviations in listings.
 - c. Listings which, in the judgment of the Company, are designed to advertise a commodity or service, or which are otherwise objectionable, are not permitted. A name made up by adding a term such as "Company", "Agency", "Shop", "Works", "Service", etc., to the name of a commodity or service is not accepted as a listing, unless the Customer is legally doing business under that name.
 - d. A name may be repeated in the same alphabetical directory list only when a different address or a different telephone number is listed.
- 2. Primary Directory Listings
 - a. Business

One directory listing, termed the primary listing, is provided without charge for each business customer having the following:

- (1) An individual network access line.
- (2) The first trunk line of a trunk group of a Private Branch Exchange System.
- b. Residence

A primary listing will be provided without charge at the time service is established for each individual network access line. Residence listings are limited to members of the customer's household.

A. DIRECTORY LISTINGS (cont'd)

3. Standard Listings

A standard listing is the type of listing which may include a name, designation, address and telephone number to appear in the information records and the alphabetical directory for the territory in which the telephone service is located.

4. Rates for Additional Listings

a. General

An Additional Listing is a listing (including Inward WATS) in a directory other than the Local directory of the customer's exchange area, and each listing of additional customer numbers in excess of the allowance of free listings.

b. Rates

	Monthly Charge	Product/ Service Charge
For first business listing requested, per order	\$3.50	\$15.00
For each subsequent business listing requested on the same order	\$3.50	\$9.00
For each residential listing	N/A*	N/A*

^{*}Residential services are not available at this time.

- A. DIRECTORY LISTINGS (cont'd)
 - 5. Unlisted Numbers
 - a. General

An Unlisted Number is one for which no listing appears in the alphabetical section of the local directory. The number is listed in the directory assistance database and is given out upon request.

b. Rates

Product/
<u>Monthly Charge</u> <u>Service Charge*</u>

Unlisted Number \$2.25 \$15.00

* The Product/Service charge will apply only when customers are not requesting billable orders with Product/Service charges for other services from the Telephone Company at the time the order is requested. The Product/Service charge covers any change in, deletion of, or addition to, the present listing.

- A. DIRECTORY LISTINGS (cont'd)
 - 6. Non-Published Numbers
 - a. General

Non-published telephone numbers are not listed in either the Company's alphabetical directory or the directory assistance database. The general public does not have access to a Non-Published Telephone Number.

b. Rates

	Monthly Charge	Product/ Service Charge*
Non-published telephone number, each listing	\$2.75	\$15.00

c. Disclaimer

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly, by the publication of a non-published telephone service or the disclosing of said number to any person.

* The Product/Service charge will apply only when customers are not requesting billable orders with Product/Service charges for other services from the Telephone Company at the time the order is requested. The Product/Service charge covers any change in, deletion of, or addition to, the present listing.

B. DIRECTORY ASSISTANCE SERVICE

- 1. Local Directory Assistance
 - a. General

Local Directory Assistance provides customers with the listings of individuals or businesses located within the Regional Calling Area.

- b. Regulations
 - (1) Monthly Call Allowance

No monthly allowance is made for Business service customers.

(2) Exemptions

Charges for Directory Assistance Service are not applicable to the following types of calls to Directory Assistance:

- (a) calls from patients in hospitals, skilled nursing homes and convalescent homes which have been properly licensed by the Commonwealth of Pennsylvania and which have as their predominant undertaking the surgical, medical and nursing care of the sick and disabled.
- (b) calls placed from residence dial tone lines where a member of the customer's household has been certified by a registered physician or a designated agency as unable to use a directory because of a visual or physical handicap, or from the business dial tone line of a certified handicapped customer where assistance is otherwise not available.
- (3) Multiple Number Request

A maximum of two requested telephone numbers per call are permitted.

- B. DIRECTORY ASSISTANCE SERVICE (cont'd)
 - 1. Local Directory Assistance (cont'd)
 - c. Liability of the Telephone Company

The Telephone Company, except as provided herein, shall not be liable for damages arising out of errors in or omissions from its directories, nor will the Telephone Company be a party to controversies arising between customers or others as a result of listings in its directories. The Telephone Company shall not be liable for damages arising out of errors in or omissions from its directories when the listing information has been submitted by a customer on behalf of its patron(s). The Telephone Company's liability for damages arising out of errors in or omissions from its directories, including listings in the classified directory for which no specific charge applies and listings obtainable from an operator, including errors or omissions in the reporting thereof by an operator, shall in no event exceed an amount in liquidated damages equivalent to the proportionate charge for that part of the customer's service which is impaired, but not to exceed one-half the local service charges for the service affected for the period from the date of issuance of the directory in which the mistake occurred to the date of issuance of a new directory containing the proper listing, or, in the case of an error or omission in reporting by an operator, for the period that such mistake in reporting continues.

d. Rates

(1) Where the customer direct dials Directory Assistance	Per Call* \$1.25
(2) Where the customer places a call to Directory Assistance via a Local Exchange operator	\$1.25

* Plus the applicable operator-handled rate if the customer dials "0" and reaches an operator.

- B. DIRECTORY ASSISTANCE SERVICE (cont'd)
 - 2. National Directory Assistance
 - a. General

National Directory Assistance provides customers with the listings of individuals or businesses located outside the Regional Calling Area but within the United States.

- b. Regulations
 - (1) A maximum of two requested telephone numbers per call is permitted. Charges are applied per call.
 - (2) No call allowances or discounts apply.
 - (3) The National Directory Assistance rate will not apply to the following types of calls:
 - (a) calls placed from residence dial tone lines where a member of the customer's household has been certified by a registered physician or a designated agency as unable to use a directory because of a visual or physical disability, or from the business dial tone line of a customer certified with a disability where assistance is otherwise not available.
 - (b) calls placed from patients in hospitals, skilled nursing homes and convalescent homes which have been properly licensed by the Commonwealth of Pennsylvania and which have as their predominant undertaking the surgical, medical and nursing care of the sick and disabled.
 - (4) National Directory Assistance will not be offered from the following services:

Dormitory Centrex Hotel/Motel Guest Lines Pay Telephone Lines Mobile Type I Service

- B. DIRECTORY ASSISTANCE SERVICE (cont'd)
 - 2. National Directory Assistance (cont'd)
 - b. Regulations (cont'd)
 - (5) If a customer requests both a Local Directory Assistance listing and a National Directory Assistance listing on the same call, the National Directory Assistance rate will apply for both listings. The Local Directory Assistance request will not be subtracted from a residential customer's call allowance and an additional Local Directory Assistance rate will not apply.
 - (6) The Telephone Company's liability for any errors or omissions in the National Directory Assistance information provided to the customer shall be subject to the same liability limitation for the Telephone Company's provision of local directory assistance information set forth in Section 5.B.1.c.
 - c. Rates

National Directory Assistance, per call \$1.50*

C. OPERATOR SERVICES

1. Operator Calls

Calls placed through the operator to a station in the same Local Calling Area, are charged at the following rates:

	Per Call
Calling Card Customer Dialed	\$0.75
Operator Station-to-Station #	\$2.50
All Types Person-to-Person	\$4.50

- Includes collect, special billing number, bill-to-a-third number, operator dialed calling card and all Time and Charge request calls.

D. CONSTRUCTION AND ATTACHMENT CHARGES

The rates otherwise provided for in this tariff are based on furnishing service immediately adjacent to existing lines and facilities of the Telephone Company and on the use of lines and facilities engineered and construed according to common and accepted practices. When service is desired at points somewhat removed from existing lines and facilities, or when abnormal and unusual arrangements and installations are desired, such service and installations are subject to additional charges.

E. EMERGENCY SERVICES (Enhanced 911)

Enhanced 911 allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary 911 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 911 provider for display at the Public Service Answering Point (PSAP).

The Company is in compliance with all requirements of the Public Safety Emergency Telephone Act (Act 78-1990).

1. Glossary of Terms

<u>Host Telephone Company</u>: 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.

<u>MSAG Content</u>: 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]

E. EMERGENCY SERVICES (Enhanced 911) (cont'd)

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.

<u>Telephone Company</u>: 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'.

<u>Telephone Company system</u>: 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.

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 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

E. EMERGENCY SERVICES (Enhanced 911) (cont'd)

2. General (cont'd)

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. 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-I Protocols, Service Provider E-9-1-I 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.
- 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.

- E. EMERGENCY SERVICES (Enhanced 911) (cont'd)
 - 3. Regulations (cont'd)
 - 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 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 ALI 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.

- E. EMERGENCY SERVICES (Enhanced 911) (cont'd)
 - 3. Regulations (cont'd)
 - 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.

F. TELECOMMUNICATIONS RELAY SERVICE (TRS)

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.

In addition to the charges provided in this Tariff and the Company's other intrastate tariffs, a surcharge will apply to all residence and business access lines served by this Company. This surcharge applies regardless of whether or not the access line uses the Pennsylvania Telecommunications Relay Service.

This surcharge serves as the funding vehicle for the operation of the Pennsylvania Telecommunications Relay Service, and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the Pennsylvania Telecommunications Relay Service 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. The following surcharge rates apply to all bills:

	Monthly Rate
Per business access line	\$ 0.08
Per residential line*	\$ 0.08

^{*}Residential services are not available at this time.

F. TELECOMMUNICATIONS RELAY SERVICE (TRS) (cont'd)

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

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.

PROMOTIONAL OFFERINGS

A GENERAL

The Company may, from time to time, offer services at reduced rates and/or charges or at no rate or charge for promotional, market research, training or experimentation purposes. These Promotional Offerings may be limited to certain dates, times, and/or locations, but will not have a duration of longer than six (6) months in any rolling twelve month period which commences as of the effective date of the filed promotion (multiple promotions can occur during this twelve month period). Promotions for services offered in this tariff are subject to the filing of tariff revisions and approval by the Commission. The Company will notify the Commission ten (10) days in advance of any such customer promotional offering.

Any Customer will be allowed to participate in a promotional offering upon request, provided the Company has the necessary facilities and billing capabilities to permit such participation and the Customer meets eligibility requirements established for the promotion.

For all promotional offerings which involve usage or monthly rates, the Company will provide customers with a notice of the promotional and post-promotional rate(s) for the promoted service(s) at the time the promotional offering is made.