

CAPTION SHEET

CASE MANAGEMENT SYSTEM

- 1. REPORT DATE: 00/00/00
- 2. BUREAU: OSA
- 3. SECTION(S):
- 5. APPROVED BY: DIRECTOR: SUPERVISOR:
- 6. PERSON IN CHARGE:
- 8. DOCKET NO: A-310651
- 4. PUBLIC MEETING DATE: 00/00/00
- 7. DATE FILED: 02/02/98
- 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: SERVICE ELECTRIC TELEPHONE INC

COMP/APP COUNTY:

UTILITY CODE: 310651

ALLEGATION OR SUBJECT

APPLICATION OF SERVICE ELECTRIC TELEPHONE, INC. FOR APPROVAL TO OFFER, RENDER, FURNISH, OR SUPPLY TELECOMMUNICATIONS SERVICES AS A COMPETITIVE LOCAL EXCHANGE CARRIER, TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA.

DOCUMENT
FOLDER

DOCKETED
MAR 0 1998

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.....7/6/98 PETITION OF SERVICE ELECTRIC TELEPHONE COMPANY, INC. TO ARBITRATE CONTRACTUAL DISPUTE WITH BELL ATLANTIC-PENNSYLVANIA, INC.

DOCKETED

AUG 24 1998

DOCUMENT FOLDER

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PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: SERVICE ELECTRIC TELEPHONE INC

COMP/APP COUNTY:

UTILITY CODE: 310651

ALLEGATION OR SUBJECT

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APPLICATION OF SERVICE ELECTRIC TELEPHONE, INC. FOR APPROVAL TO OFFER, RENDER,
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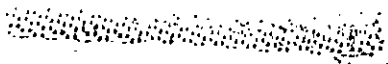
.....7/6/98 PETITION OF SERVICE ELECTRIC TELEPHONE COMPANY, INC. TO ARBITRATE
 CONTRACTUAL DISPUTE WITH BELL ATLANTIC-PENNSYLVANIA, INC.....

.....10/15/98 JOINT PETITION OF BELL ATLANTIC-PENNSYLVANIA, INC., AND SERVICE
 ELECTRIC TELEPHONE COMPANY OF AN INTERCONNECTION AGREEMENT UNDER SECTION
 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

**DOCUMENT
 FOLDER**

DOCKETED

OCT 26 1998



- 1. REPORT DATE: 00/00/00
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- 5. APPROVED BY: DIRECTOR: SUPERVISOR:
- 6. PERSON IN CHARGE:
- 8. DOCKET NO: A-310651
- 4. PUBLIC MEETING DATE: 00/00/00
- 7. DATE FILED: 02/02/98
- 9. EFFECTIVE DATE: 11/23/98

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: SERVICE ELECTRIC TELEPHONE INC

COMP/APP COUNTY:

UTILITY CODE: 310651

ALLEGATION OR SUBJECT

APPLICATION OF SERVICE ELECTRIC TELEPHONE, INC. FOR APPROVAL TO OFFER, RENDER, FURNISH, OR SUPPLY TELECOMMUNICATIONS SERVICES AS A COMPETITIVE LOCAL EXCHANGE CARRIER, TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA.....

....7/6/98 PETITION OF SERVICE ELECTRIC TELEPHONE COMPANY, INC. TO ARBITRATE CONTRACTUAL DISPUTE WITH BELL ATLANTIC-PENNSYLVANIA, INC.....

....10/15/98 JOINT PETITION OF BELL ATLANTIC-PENNSYLVANIA, INC., AND SERVICE ELECTRIC TELEPHONE COMPANY OF AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....

....08/05/99 JOINT PETITION OF GTE NORTH INCORPORATED AND SERVICE ELECTRIC TELEPHONE, INC. OF AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

DOCUMENT FOLDER

DOCKETED
AUG 11 1999

EEF

ROBERT G. TALLMAN
JOHN R. HUDDERS
DONALD H. LIPSON
THOMAS C. SADLER, JR.
OLDRICH FOUCEK, III
MATTHEW R. SORRENTINO
BARBARA L. HOLLENBACH
TIMOTHY J. SIEGFRIED
DOLORES A. LAPUTKA
SCOTT B. ALLINSON
JOHN K. BAKER

**TALLMAN
HUDDERS &
SORRENTINO**

LAW OFFICES

A PROFESSIONAL CORPORATION

The Paragon Centre
Suite 300
1611 Pond Road
Allentown, PA 18104-2256
(610) 391-1800 Fax (610) 391-1805
E-Mail: info@thslaw.com

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JEFFREY A. DURNAY
BEVERLY J. DONEKER
KELLY M. SMITH
GEORGE C. HLAVAC
RONNIE F. HESS
MARY ANN E. MOORE

PAUL J. SCHOFF
Of Counsel

WILLIAM H. FITZGERALD
(1970-1997)

September 10, 1997

A-310651

James McNulty, Prothonotary
Pennsylvania Public Utility Commissions
North Office Building
North St. & Commonwealth Ave.
Room B-18
P.O. Box 3265
Harrisburg, PA 17105-3265

RE: Service Electric Telephone, Inc.

RECEIVED

Dear Sir:

Please be advised that I am filing the enclosed original Application along with eight (8) copies on behalf of the above-referenced entity for approval as a Competitive Access Provider. I am also enclosing this firm's draft in the amount of \$250.00 in payment of such application.

Should you have any questions with regard to the above or the enclosed, please do not hesitate to contact me.

Very truly yours,


SCOTT B. ALLINSON

SBA/pac
Enclosures

cc: Mr. Stuart Rogers
additional copies to (w/encls): Office of Consumer Advocate
Office of Small Business Advocate
Bureau of Fixed Utility Services
PUC Tariff Section
Office of Attorney General
Office of Trial Staff
Office of Special Assistants
Bureau of Consumer Services

DOCUMENT
FOLDER

ORIGINAL

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Service Electric Telephone, Inc., for approval to offer, render, furnish, or supply telecommunications services as a Competitive Local Exchange Carrier, to the public in the Commonwealth of Pennsylvania.

Application Docket No. A-310651
F _____
1997

RECEIVED

To the Pennsylvania Public Utility Commission:

SEP 12 1997

1. **IDENTITY OF THE APPLICANT:** The name, address, telephone number, and FAX number of the Applicant are:

PA PUBLIC UTILITY
PROTHONOTARY'S OFFICE

Service Electric Telephone, Inc.
4242 Mauch Chunk Road
Coplay, PA 18037
Phone (610) 799-7382 FAX (610) 799-7388
841 4100

Please identify any predecessor(s) of the Applicant and provide other names under which the Applicant has operated within the preceding five (5) years, including name, address, and telephone number.

The applicant has no predecessors, nor has it operated under other names within the preceding five (5) years.

2. **CONTACT PERSON:** The name, title, address, telephone number, and FAX number of the person to whom questions about this Application should be addressed are:

Timothy Hausman
Director of Operations
Service Electric Telephone, Inc.
4242 Mauch Chunk Road
Coplay, PA 18037
Phone (610) 799-7382 FAX (610) 799-7388

DOCKETED
MAR 04 1998

3. **ATTORNEY:** If applicable, the name, address, telephone number, and FAX number of the Applicant's attorney are:

Mr. Scott B. Allinson
Tallman Hudders & Sorrentino
The Paragon Centre, Suite 300
1611 Pond Road
Allentown, PA 18104-2256
Phone (610) 391-1800 FAX (610) 391-1805

DOCUMENT
FOLDER

4. **FICTITIOUS NAME:** (Select and complete appropriate statement)

The Applicant will be using a fictitious name or doing business as ("d/b/a"):

Attach to the application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. 311, Form PA.-953.

or

The Applicant will not be using a fictitious name.

5. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS** (select and complete appropriate statement)

The Applicant is a sole proprietor.

If the Applicant is located outside the Commonwealth, provide proof of compliance with 15 Pa. C.S. 4124 relating to Department of State filing requirements.

or

The Applicant is a:

- domestic general partnership*
- domestic limited partnership (15 Pa. C.S. 8511)
- foreign general or limited partnership (15 Pa. C.S. 4124)
- domestic limited liability partnership (15 Pa. C.S. 8201)
- foreign limited liability general partnership (15 Pa. C.S. 8211)
- foreign limited liability limited partnership (15 Pa. C.S. 8211)

Provide proof of compliance with appropriate Department of State filing requirements as indicated above.

Give name, d/b/a, and address of partners. If any partners is not an individual, identify the business nature of the partner entity and identify its partners or officers.

*If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa. C.S. 4124.

or

- The Applicant is a:
- domestic corporation (none)
 - foreign corporation (15 Pa. C.S. 4124)
 - domestic limited liability company (15 Pa. C.S. 8913)
 - foreign limited liability company (15 Pa. C.S. 8981)

Provide proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation.

6. **AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:** (select and complete appropriate statement)

Affiliate(s) of the Applicant doing business in Pennsylvania are:

Service Electric Television, Inc.
2260 Avenue A
Bethlehem, PA 18017

Service Electric Cable TV, Inc.
2260 Avenue A
Bethlehem, PA 18017

Service Electric Cable TV of Hunterdon, Inc.
2260 Avenue A
Bethlehem, PA 18017

Ironton Long Distance Company
4242 Mauch Chunk Road
Coplay, PA 18037

Ironton Telephone Company
4242 Mauch Chunk Road
Coplay, PA 18037

If the Applicant or an affiliate has a predecessor who has done business within Pennsylvania, give name and address of the predecessor(s) and state whether the predecessor(s) were jurisdictional public utilities. Give the docket numbers for the authority of any jurisdictional predecessor(s).

No predecessor exists for either the applicant or the affiliate.

or

The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.

7. **AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA:** (select and complete the appropriate statement):

Affiliate(s) of the Applicant rendering public utility service in any jurisdiction other than Pennsylvania are (incl name & address):

or

Predecessor(s) of the Applicant which rendered public utility service in any jurisdiction other than Pennsylvania are (incl name & address):

or

The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.

8. **TRANSACTIONS WITH AFFILIATES:** (select and complete the appropriate statement)

Identify any affiliate(s) which provide services to or receive services from the Applicant. Describe the nature of the services and how the transactions between or among affiliates will be handled.

It is possible that services may be received from any of the affiliates identified in Item 6 above. These would primarily be management services, and would be handled on an arms-length basis.

or

The Applicant has no affiliate(s) providing service to or receiving services from the Applicant.

9. **APPLICANTS PRESENT OPERATIONS:** (select and complete the appropriate statement.

The Applicant is presently doing business in Pennsylvania as a jurisdictional public utility pursuant to authority at Docket No. _____ as a:

- Reseller of Toll Services, e.g., MTS, 1+, 800 & 888, OutWATS, Travel Cards, Debit Cards, etc.
- Competitive Access Provider, e.g., dedicated point to point service or IXC transporter.
- Interexchange Carrier, e.g., providing toll services as a facilities-based carrier.
- Competitive Local exchange carrier, e.g. providing local exchange service as a facilities based carrier or as a reseller in an area previously served by an incumbent local exchange carrier.
- Local Exchange Carrier, providing local exchange service as a facilities based carrier within a defined service territory.
- Other. (Identify the nature of public utility service being rendered.)

or

The Applicant is not presently doing business in Pennsylvania as a public utility.

10. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a:

- Reseller of Toll Services, e.g., MTS, 1+, 800&888, OutWATS, Travel Cards, Debit Cards, etc.
- Competitive Access Provider, e.g., dedicated point to point service or IXC transporter.
- Interexchange Carrier, e.g., providing toll services as a facilities based carrier.
- Competitive Local Exchange Carrier, e.g., providing local exchange service as a facilities based carrier or as a reseller.
- Other. (Identify the nature of public utility service to be rendered).

The Applicant should file a separate application for each category of operation. If the Applicant files multiple applications simultaneously, the applications should cross reference each other. At the time of filing, the Applicant may petition to the Commission, pursuant to Section 5.43 of the Commission's Regulations, 52 Pa. Code 5.43, to waive the provisions of Sections 1.34 and 1.43, 52 Pa. Code 1.34 and 1.43, which require a separate application fee for each application (i.e., multiple fee), and to seek authorization for the payment of one application fee.

11. **PROPOSED SERVICES:** Describe the services which the Applicant proposes to offer.

The Applicant proposes to offer competitive local telephone service.

12. **SERVICE AREA:** Describe the geographic service area in which the Applicant proposes to offer services.

The company will serve customers in existing Bell Atlantic - Pennsylvania and GTE service territory.

Additionally, the Applicant asserts that it will not be a rural telephone company. State which provision of the federal Telecommunications Act of 1996 is applicable to the Applicant's status if the Applicant is a rural telephone company.

13. **MARKET:** Describe the customer base to which the Applicant proposes to market its services.

The applicant proposes to serve both residential and business customers.

14. **INITIAL TARIFF:** Attach to the Application a proposed Initial Tariff setting forth the rates, rules, and regulations of the Applicant. The tariff shall state on its cover sheet the nature of the Applicant's operations as identified in Item 10, above.

See Attachment A.

15. **FINANCIAL:** Provide a general description of the Applicant's capitalization and, if applicable, its corporate stock structure.

The company has 1000 shares of stock issued and outstanding.

Attach to the Application a tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania.

See Attachment B.

The name, title, address, telephone number, and FAX number of the Applicant's custodian for its accounting records and supporting documentation are:

Timothy J. Simmons, CPA
Beard & Company
One Park Plaza, PO Box 311
Reading, PA 19603-9944

Tel: 610-376-2833
Fax: 610-376-3869

The Applicant's accounting records and supporting documentation are, or will be, maintained at:

Timothy J. Simmons, CPA
Beard & Company
One Park Plaza, PO Box 311
Reading, PA 19603-9944

Tel: 610-376-2833
Fax: 610-376-3869

16. **START DATE:** The Applicant proposes to begin offering service upon approval of this application. (approximate date).

The applicant plans to offer services immediately upon approval of this application.

17. **FURTHER DEVELOPMENTS:** Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

The Applicant is under a continuing obligation to amend this Application if any matter asserted herein changes during the pendency of the Application or which the Applicant is providing public utility service within the Commonwealth.

18. **NOTICE:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code 5.14, serve a copy of the signed and verified Application with attachments on the following:

Irwin A. Popowsky	Office of Trial Staff - 1 copy
Consumer Advocate	Office of Special Assistants - 1 copy
1425 Strawberry Square	Bureau of Consumer Services - 1 copy
Harrisburg, PA 17120	Bureau of Fixed Utility Services - 1 copy
	Pennsylvania Public Utility Commission
Bernard A. Ryan, Jr.	PO Box 3265
Small Business Advocate	Harrisburg, PA 17105-3265
Commerce Building, Suite 1102	
300 North Second Street	
Harrisburg, PA 17101	

Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code 1.57 and 1.58, attach Proof of Service of the Application and attachments upon the above named parties. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code 5.14.

19. **AFFIDAVIT:** Attach to the Application an affidavit as follows:

AFFIDAVIT

Commonwealth of Pennsylvania :
 :
 : ss.
County of Lehigh :

Willian D. George II, Affiant, being duly sworn according to law, deposes and says that:

He is the President of Service Electric Telephone, Inc.

That he is authorized to and does make this affidavit for said corporation;

That Service Electric Telephone, Inc., the Applicant herein, acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; with the federal Telecommunications Act of 1996, signed February 6, 1996; or with other applicable statutes or regulation;

That Service Electric Telephone, Inc., the Applicant herein, asserts that it possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That the facts above set forth are true and correct to the best of his knowledge, information and belief and that he expects Service Electric Telephone, Inc. to be able to prove the same at any hearing hereof.

William D. George II
Signature of Affiant.

Sworn and subscribed before me this 9th day of September, 1997.

Paula A. Caszar
Signature of official administering oath

My commission expires May 1, 2000

NOTARIAL SEAL
PAULA A. CSASZAR, Notary Public
City of Allentown, Lehigh County
My Commission Expires May 1, 2000

20. **FEDERAL TELECOMMUNICATIONS ACT OF 1996:** State whether the Applicant claims a particular status pursuant to the federal Telecommunications Act of 1996. Provide supporting facts.

Applicant claims no particular status pursuant to the Telecommunications Act of 1996.

21. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, limited to proceedings dealing with business operations, in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceeding.

No such proceedings or convictions have occurred.

22. **CONTACT FOR RESOLVING COMPLAINTS:** Provide the name, address, telephone number, and FAX number for the person and an Alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints and queries filed with the Public Utility Commission or other agencies.

	Primary	Alternate
Name	Willian D. George II	Patricia Stewart
Address	4242 Mauch Chunk Rd Coplay, PA 18037	4242 Mauch Chunk Rd Coplay, PA 18037
Telephone	610-799-7382	610-799-7382
Fax	610-799-7388	610-799-7388

23. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. 4903 and 4904, relating to perjury and falsification in official matters.
24. **CESSATION:** The Applicant understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.

Applicant : Service Electric Telephone, Inc.
By: Willian D. George II
Title: President

VERIFICATION

Commonwealth of Pennsylvania :
: ss.
County of Lehigh :

Willian D. George II, Affiant, being duly sworn according to law, deposes and says that:

He is the President of Service Electric Telephone, Inc..

That he is authorized to and does make this affidavit for said corporation.

That the facts above set forth are true and correct to the best of his knowledge, information and belief and that he expects Service Electric Telephone, Inc. to be able to prove the same at any hearing hereof.

William D. George II
Signature of Affiant.

Sworn and subscribed before me this 9th day of September, 1997.

Paula A. Caszar
Signature of official administering oath

My commission expires *May 1, 2000*

NOTARIAL SEAL
PAULA A. CSASZAR, Notary Public
City of Allentown, Lehigh County
My Commission Expires May 1, 2000

SERVICE ELECTRIC TELEPHONE, INC.
LOCAL EXCHANGE SERVICES
TELEPHONE NO. 1

SERVICE ELECTRIC TELEPHONE, INC.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN THE COMMONWEALTH OF PENNSYLVANIA

ISSUED:

EFFECTIVE:

President
Service Electric Telephone, Inc.
4242 Mauch Chunk Road
Coplay, PA 18037

SERVICE ELECTRIC TELEPHONE, INC.
LOCAL EXCHANGE SERVICES
TELEPHONE PA P.U.C. NO. 1

CHECK SHEET

Page 1 - 65 inclusive are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

Page	Revision	Page	Revision	Page	Revision
Title	Original	30	Original	60	Original
1	Original	31	Original	61	Original
2	Original	32	Original	62	Original
3	Original	33	Original	63	Original
4	Original	34	Original	64	Original
5	Original	35	Original		
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26	Original	56	Original		
27	Original	57	Original		
28	Original	58	Original		
29	Original	59	Original		

ISSUED:

EFFECTIVE:

President
Service Electric Telephone, Inc.
4242 Mauch Chunk Road
Coplay, PA 18037

SERVICE ELECTRIC TELEPHONE, INC.
LOCAL EXCHANGE SERVICES
TELEPHONE PA P.U.C. NO. 1

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ISSUED:

EFFECTIVE:

President
Service Electric Telephone, Inc.
4242 Mauch Chunk Road
Coplay, PA 18037

SERVICE ELECTRIC TELEPHONE, INC.
LOCAL EXCHANGE SERVICES
TELEPHONE PA P.U.C. NO. 1

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ISSUED:

EFFECTIVE:

President
Service Electric Telephone, Inc.
4242 Mauch Chunk Road
Coplay, PA 18037

SERVICE ELECTRIC TELEPHONE, INC.
LOCAL EXCHANGE SERVICES
TELEPHONE PA P.U.C. NO. 1

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF
TECHNICAL TERMS USED IN THIS TARIFF.

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

- C — To signify changed regulation
- D — To signify decreased rate
- I — To signify increased rate

ISSUED:

EFFECTIVE:

President
Service Electric Telephone, Inc.
4242 Mauch Chunk Road
Coplay, PA 18037

SERVICE ELECTRIC TELEPHONE, INC.
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TELEPHONE PA P.U.C. NO. 1

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Service Electric Telephone, Inc., to Customers within the local exchange service area defined herein.

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TELEPHONE PA P.U.C. NO. 1

1. Definitions

Certain terms used generally throughout this tariff are defined below:

Account Codes: Allows a User to allocate local calls to a digital, non-verified account code.

Advance Payment: Payment of all or part of a charge required before the start of service.

Authorized User: 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.

Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a predetermined number of rings.

Call Forward Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's station is idle or busy.

Call Hold: Allows the User to hold one call for any length of time provided that neither party goes On Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Pickup: Allows a User to answer incoming calls to another Station line within a defined Call Pickup Group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

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1. **Definitions** (Cont'd)

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call basis.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers

Company: Service Electric Telephone, Inc.

Commission: The Pennsylvania Public Utility Commission (PA P.U.C.)

Conference/Six-Way: The User can sequentially call up to five other people and add them together to make up a six way call.

Customer: 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.

Customer Group Dialing Plan: A dialing scheme shared by the members of a Customer Group, such as 4-digit internal dialing.

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

Do Not Disturb: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Hunting: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a Hunt Group will search from that point to the end of the Group and stop.

Individual Case Basis: A service arrangement in which the regulations, rates, and charges are developed based on the specific circumstances of the Customer's situation.

Joint User: 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.

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1. **Definitions** (Cont'd)

LATA: A local access and transport area established pursuant to the Modified Final Judgement entered by the United States District Court for the District of Columbia in a Civil Action No. 82-0192 for the provision and administration of communications service.

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

Local Exchange Carrier: 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.

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).

Multiple Appearance Directory Numbers: 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.

Off-Hook: Denotes the active condition of a telephone exchange service line.

On-Hook: Denotes the idle condition of a telephone exchange service line.

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

Presubscription: An arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for InterLATA calls. This IXC is referred to as the end user's predesignated IXC.

Service Commencement Date: 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.

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1. **Definitions** (Cont'd)

Service Order: 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 the 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.

Services: The Company's telecommunication services offered on the Company's network.

Speed Call: Provides a User with the option to call selected directory numbers by dialing a one or two digit code.

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

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

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

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2. Regulations

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish telecommunication services in connection with one-way and/or two-way information 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.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 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.

2.1.3 Terms and Conditions

2.1.3.1 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 Customer in writing, no less than 30 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.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- 2.1.3.2 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.
- 2.1.3.3 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 upon 30 days written notice. 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.
- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard of the Commonwealth's choice of laws provision.
- 2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.6 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 business.
- 2.1.3.7 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 2.1.3.8.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five 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 excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in 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.

2.1.4.1 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.

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- 2.1.4.3 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.*
- 2.1.4.4 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.
- 2.1.4.5 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.
- 2.1.4.6 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.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- 2.1.4.7 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.
- 2.1.4.8 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.
- 2.1.4.9 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.
- 2.1.4.10 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.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- 2.1.4.11 The Company shall not be liable for any damages whatsoever associated with service, facility, 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 Service Electric Telephone Service.
- 2.1.4.12 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".
- 2.1.4.13 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.

2.1.5 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 Customer's 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.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

2.1.6.1 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 Pennsylvania Administrative Code.

2.1.6.2 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.

2.1.6.3 Equipment installed at the Customer premises for use in connections with the services the Customer offers shall not be used for any purpose other than that for which the Company provided it.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

2.1.6.4 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.

2.1.7 Non-Routine Installation

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

2.1.8 Ownership of Facilities

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

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.9 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.

2.2 Prohibited Uses

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

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;

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2. Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 General (Cont'd)

- (b) 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.
- (c) 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;
- (d) obtaining, maintaining, and other 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 2.3.1(c). 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;
- (e) 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,

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2. Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 General (Cont'd)

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;

- (f) 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 2.3.1(d) 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;
- (g) not creating, or allowing to be placed, or maintain any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 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 attorney's fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including but not limited to, employees or

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims (Cont'd)

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

- (b) 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.

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

- 2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of the Customer. All such terminal equipment must be registered with the FCC under 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

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2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Station Equipment (Cont'd)

afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

2.4.3.1 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.

2.4.3.2 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.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collections of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-recurring Charges are due and payable upon receipt.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

2.5.2.3 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.

2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due.

2.5.2.5 A \$35.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

2.5.3 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.

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

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

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Advanced Payments

To safeguard its interests, the Company may require a Business Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-recurring Charge(s) and three month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-recurring Charge(s) 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 bill. An Advance Payment may be required in addition to a deposit.

2.5.5 Deposits

2.5.5.1 Applicants for service or existing Customer's 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 with 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:

- (a) two month's charges for a service or facility which has a minimum payment period of one month; or
- (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payment in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits (Cont'd)

Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

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

2.5.5.3 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, as its option, return the deposit or credit it to the Customer's account.

2.5.5.4 Deposits held will accrue interest at a rate specified by the Pennsylvania Public Utility Commission in Chapter 64.41.

2.5.6 Discontinuance of Service

2.5.6.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer in accordance with Pennsylvania Code 64.123, discontinue or suspend service without incurring any liability.

2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

- 2.5.6.4 Upon the 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, the Company may, with prior notice to the Customer, immediately discontinue or suspend service without incurring any liability.
- 2.5.6.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.5.6.6 The Company may discontinue the furnishing of any and/or all services to a Customer without incurring any liability.
- 2.5.6.6.1 Immediately and without notice, if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6.1(a-f) if:
- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.6.1 (Cont'd)

- (c) The Customer has been given 10 day written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (d) the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (d.1) Using or attempting to use service by reranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (d.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices, or
 - (d.3) Any other fraudulent means or devices; or
- (e) Use of service in such a manner as to interfere with the service of other users; or
- (f) Use of service for unlawful purposes.

2.5.6.6.2 Immediately upon written notice to the Customer of any sum 30 days past due;

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.6.3 Upon 10 days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or

2.5.6.6.4 Ten days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that 10 day period; or

2.5.6.6.5 Upon five days written notice, excluding Sundays and holidays, for non-payment of a bill for services.

2.5.6.7 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

2.5.6.8 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable 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 provision of this tariff.

2.6 Allowance for Interruptions of Service

2.6.1 Credit for Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time

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2. Regulations (Cont'd)

2.6 Allowance for Interruptions of Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

the is reported to, or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff, by the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions.
- (e) interruptions of service during any period in which the Customer continues to use the service on an impaired basis;

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2. Regulations (Cont'd)

2.6 Allowance for Interruptions of Service (Cont'd)

2.6.2 Limitations on Allowance (Cont'd)

- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer Service Order for a change in service arrangements;
- (g) interruptions of service due to circumstances or causes beyond the control of the Company.

2.6.3 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.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

- 2.7.1.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel 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.
- 2.7.1.2 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, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

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2. Regulations (Cont'd)

2.7 Cancellation of Service (Cont'd)

2.7.2 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 2.6.1 above), Customer agrees to pay to Company the following sums, which shall become due and owing as of the effective date of the cancellation or termination, and be payable with the period set forth in 2.5.2, all costs, fees and expenses reasonably incurred in connection with:

- (1) All Non-recurring Charges reasonably expended by Company to establish service to Customer, plus
- (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term.

2.8 Transfer 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.

2.9 Notices and Communications

- 2.9.1 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.

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2. Regulations (Cont'd)

2.9 Notices and Communications (Cont'd)

- 2.9.2 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.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. 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.
- 2.9.4 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.

3. Service Descriptions

3.1 Local Exchange Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- (a) place or receive calls to any Calling Station in the local calling area, as defined herein;
- (b) access enhanced 911 Emergency Service where available;
- (c) access the interexchange carrier selected by the Customer for InterLATA, IntraLATA, interstate or international calling;
- (d) access Operator Services;
- (e) place or receive calls to 800 telephone numbers;
- (f) access Telecommunication Relay Service.

The Company's service cannot be used to originate calls to other telephone companies caller-paid information services (e.g., 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 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. All exchanges and zones listed are in Bell Atlantic territory except where otherwise noted.

3.1.1.1 Allentown Exchange

Allentown	Nazareth
Bath	New Smithville (GTE North, Inc.)
Bethlehem	New Tripoli (GTE North, Inc)
Catasauqua	Northampton
Coopersburg (Commonwealth Tel Co)	Riegelsville
Easton	Service Electric (Service Electric Tel Co)
Emmaus (GTE North, Inc)	Slatington
Hellertown	Springtown
Ironton (Ironton Tel Co)	Topton (The Conestoga Tel & Tel Co)
Kutztown	Upper Black Eddy
Macungie (GTE North, Inc)	

3.1.1.2 Bethlehem Exchange

Allentown	Nazareth
Bath	Northampton
Bethlehem	Riegelsville
Catasauqua	Service Electric (Service Electric Tel Co)
Coopersburg (Commonwealth Tel Co)	Slatington
Easton	Springtown
Hellertown	Upper Black Eddy
Ironton (Ironton Tel Co)	

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3. Service Descriptions (Cont'd)3.1 Local Exchange Service (Cont'd)3.1.1 Local Calling Areas (Cont'd)3.1.1.3 Easton Exchange

Allentown	Hellertown	908 Area Code (NJ)
Bethlehem	Nazareth	Bloomsbury
Catasauqua	Riegelsville	Phillipsburg
Easton	Upper Black Eddy	

3.1.1.4 Emmaus/Macungie Exchange

Allentown	Emmaus/Macungie (GTE North, Inc.)
Bethlehem	Ironton (Ironton Tel Co)

3.1.1.5 Catasauqua Exchange

Allentown	Hellertown	Riegelsville
Bath	Ironton (Ironton Tel Co)	Slatington
Bethlehem	Nazareth	Springtown
Catasauqua	Northampton	Upper Black Eddy
Easton		

3.1.1.6 Northampton Exchange

Allentown	Catasauqua	Slatington
Bath	Ironton (Ironton Tel Co)	
Bethlehem	Northampton	

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

3.1.2.1 Local Line Service

Local Line Service is available in the following offerings:

a. Basic Service

Each Basic Local Service includes the following standard features at no additional charge:

Call Waiting
Touchtone
One Directory Listing
Presubscription

b. Service Electric PLUS Service

Each Service Electric PLUS Local Line Service includes the following standard features at no additional charge:

Touchtone
One Directory Listing
Presubscription
Call Forward, Busy
Call Forward, No Answer
Call Forward, Variable
Call Transfer, Consultation, and Conference
Conference Call Six-Way
Message Waiting
Serial Hunting
Speed Dial, Eight Numbers

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line (Cont'd)

3.1.2.2 Optional Features

A Local Line Customer may order, in addition to the standard features, the following optional features, at the rates specified in Section 3.1.2.3.3.

- Answer Call
- Call Forward Remote Activation
- Call Forward Busy Line
- Call Forward Don't Answer
- Caller ID
- Distinctive Ringing
- Home Intercom
- Priority Call
- Referral Service
- Repeat Call
- Return Call
- Select Forward
- Selective Call Rejection
- Six-Way Calling

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3. Service Descriptions (Cont'd)3.1 Local Exchange Service (Cont'd)3.1.2 Local Line (Cont'd)3.1.2.3 Local Line Rates and Charges

A Local Line Customer will be charged applicable Non-recurring Charges, monthly Recurring Charges and Message Charges as specified in Sections 3.1.2.3.1, 3.1.2.3.2, and 3.1.2.3.4, respectively,

3.1.2.3.1 Non-Recurring Charges

Line Connection Charge (per line)	\$65.00
Subsequent Account Changes (changes, additions per order)	\$20.00
Presubscription Change (changes per line)	\$ 5.00

NOTE: Non-Recurring account charges will not apply during the initial 30 day period following completion of a service order.

Line Restoral Charge	\$15.00
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(Applies for line restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

Suspension of Service Restoral Charge	\$26.50
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(Applies for line restoral after Customer-initiated suspension.)

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3. Service Descriptions (Cont'd)3.1 Local Exchange Service (Cont'd)3.1.2 Local Line (Cont'd)3.1.2.3 Local Line Rates and Charges (Cont'd)3.1.2.3.1 Non-Recurring Charges (Cont'd)

Installation of Optional Features	\$ 8.50
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3.1.2.3.2 Recurring Charges Monthly

Basic Local Line — Line Charge	\$22.50
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Service Electric PLUS Line Charge (includes 250 local calls per line, cumulative per account)	ICB
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<u>Optional Features</u>	<u>Residence</u>	<u>Business</u>
Answer Call		
Single 10 minutes storage	\$4.50	
Single 20 minutes storage	\$5.00	\$6.50
Single 30 minutes storage	\$5.50	\$7.00
Multiple	\$8.00	\$10.00 - \$15.00
Special	\$4.50 - \$10.00	\$15.00 - \$18.00
Call Forward Remote Activation	\$4.00	\$5.00
Call Forward Busy Line (1)	\$2.00	\$2.00
Call Forward Don't Answer (1)	\$2.00	\$2.00
Caller ID	\$6.00	\$8.00
Caller ID — Deluxe	\$7.00	\$9.00
Distinctive Ringing (2, 3)	\$3.00	\$5.00
Home Intercom (6)	\$2.00	
Priority Call	\$2.00	\$3.00
Referral Service (3, 4, 5)	\$3.00	\$3.00

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3. Service Descriptions (Cont'd)3.1 Local Exchange Service (Cont'd)3.1.2 Local Line (Cont'd)3.1.2.3 Local Line Rates and Charges (Cont'd)3.1.2.3.2 Recurring Charges (Cont'd)

<u>Optional Features</u> (Cont'd)	<u>Monthly</u>	
	<u>Residence</u>	<u>Business</u>
Repeat Call	\$3.00	\$5.00
Return Call	\$3.00	\$5.00
Select Forward	\$3.50	\$4.50
Selective Call Rejection	\$3.00	\$4.00
Six-Way Calling	\$4.00	\$7.00

NOTE:

- (1) Customer may subscribe to one feature or to both features combined. The monthly rate is the same for either one service or both.
- (2) Rate applies per each number.
- (3) Not offered under Subscription Discount Rates.
- (4) Customer receives first three months free.
- (5) Customer can subscribe to additional months up to one year. Additional months must be paid for prior to receiving service.
- (6) Home Intercom is not available to business customers.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line (Cont'd)

3.1.2.3 Local Line Rates and Charges (Cont'd)

3.1.2.3.3 Usage Rates

The rates in Section 3.1.4 will apply.

3.1.3 Local Trunk

Local Trunk(s) provide Customer with voice-grade communication channel(s) to the Customer's Private Branch Exchange (PBX) or Hybrid Key System. Local Trunks can be provisioned as either analog or digital and will be provided in the following manner:

3.1.3.1 Local Trunk-Basic

Local Trunk-Basic can be used to carry one-way outbound traffic, one-way inbound or two-way traffic.

3.1.3.1.1 One-Way Outbound

Provides the Customer with a single analog connection which is restricted to carry outbound traffic only.

3.1.3.1.2 One-Way Inbound or Two-Way

Provides the Customer with a single analog connection which can carry one-way inbound or two-way traffic.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.3 Local Trunk (Cont'd)

3.1.3.1 Local Trunk-Basic (Cont'd)

3.1.3.1.2 One-Way Inbound or Two-Way (Cont'd)

3.1.3.1.2.1 Features

The following features are available:

Calling Number Delivery
Serial Hunting
Touch Tone
Presubscription
One Directory Listing

3.1.3.1.3 Local Trunk-Basic Rates and Charges

A Local Trunk-Basic Customer will be charged applicable Non-recurring Charges, monthly Recurring Charges and usage charges as specified in Sections 3.1.3.1.3.1, 3.1.3.1.3.2 and 3.1.3.1.3.3, respectively.

3.1.3.1.3.1 Non-Recurring Charges

Line Connection Charges (Per trunk)	\$65.00
Subsequent Account Charges (Changes, additions per order)	\$20.00
Presubscription Change Charge (Per change, per trunk)	\$ 5.00

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3. Service Descriptions (Cont'd)3.1 Local Exchange Service (Cont'd)3.1.3 Local Trunk (Cont'd)3.1.3.1 Local Trunk-Basic (Cont'd)3.1.3.1.3 Local Trunk-Basic Rates and Charges (Cont'd)3.1.3.1.3.1 Non-Recurring Charges (Cont'd)

NOTE: Non-recurring account change charges will not apply during the initial 30 day period following completion of a service order.

Line Restoral Charge	\$15.00
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(Applies for trunk restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

Suspension of Service Restoral Charge	\$26.50
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(Applies for trunk restoral after Customer-initiated suspension.)

3.1.3.1.3.2 Monthly Recurring Charges

Local Trunk — Basic Charge	\$30.00
----------------------------	---------

(Per trunk, which includes 250 local call per trunk, cumulative per account)

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.3 Local Trunk (Cont'd)

3.1.3.1 Local Trunk — Basic (Cont'd)

3.1.3.1.3 Local Trunk — Basic Rates and Charges (Cont'd)

3.1.3.1.3.2 Monthly Recurring Charges (Cont'd)

Optional Features:

Calling Number Delivery	\$ 8.50
Calling Number Delivery Blocking	\$ 0.00

3.1.3.1.3.3 Usage Rates

The rates in Section 3.1.4 will apply.

3.1.3.2 Local Trunk — Direct Inward Dialing (DID)

Provides the Customer with a single analog connection which can carry one-way, inbound traffic.

3.1.3.2.1 Direct Inward Dialing Numbers

Telephone numbers can be obtained in blocks of 20 numbers. Additional monthly charges will apply, as specified in Section 3.1.3.2.2.1

3.1.3.2.2 Direct Inward Dialing Rates and Charges

A Customer who orders a Local Trunk — DID Trunk will be charged applicable Non-recurring Charges and monthly Recurring Charges as specified in Sections 3.1.3.2.2.1 and 3.1.3.2.2.2.

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3. Service Descriptions (Cont'd)3.1 Local Exchange Service (Cont'd)3.1.3 Local Trunk (Cont'd)3.1.3.2 Local Trunk — Direct Inward Dialing (DID) (Cont'd)3.1.3.2.2 Direct Inward Dialing Rates and Charges (Cont'd)3.1.3.2.2.1 Non-Recurring Charges

Installation (First 20 DID Number)	\$10.00
Each Add'l 20 DID Number (Up to 1000)	\$13.50
Line Connection (Per DID Trunk)	\$65.00
Subsequent Account Changes (Changes, additions per order)	\$20.00

NOTE: Non-recurring account change charges will not apply during the initial 30 day period following on completion of a Service Order.

Line Restoral Charge	\$15.00
----------------------	---------

(Applies for trunk restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.3 Local Trunk (Cont'd)

3.1.3.2 Local Trunk — Direct Inward Dialing (DID) (Cont'd)

3.1.3.2.2 Direct Inward Dialing Rates and Charges (Cont'd)

3.1.3.2.2.1 Non-Recurring Charges (Cont'd)

Suspension of Service	\$26.50
Restoral Charge	

(Applies for trunk restoral after Customer-initiated suspension.)

3.1.3.2.2.2 Monthly Recurring Charges

Local Trunk — DID Charge (Per trunk)	\$39.00
---	---------

DID Number Charge (Per block of 20 numbers)	\$ 5.00
--	---------

Rates for a volume of numbers greater than 1000 will be provided on an individual case basis.

3.1.3.3 Local Trunk — Digital Interface

Local Trunk — Digital Interface provides a DS-1 digital transmission facility operating at 1.544 Mbps and time division multiplexed into 24 channels for the connection of Basic or DID Trunks to the Customer's PBX or trunk-cable key system.

Local Trunk — Digital Interface can be used to carry one-way outbound traffic, one-way inbound or two-way traffic, Direct Inward Dialing, or a combination thereof.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.3 Local Trunk (Cont'd)

3.1.3.3 Local Trunk — Digital Interface (Cont'd)

3.1.3.3.1 One-Way Outbound

Provides the Customer with individual channels which are restricted to carry outbound traffic only.

3.1.3.3.2 One-Way Inbound or Two-Way

Provides the Customer with individual channels which are used to carry one-way inbound or two-way traffic. One common telephone number will be provided per Trunk Group.

3.1.3.3.2.1 Features

Least Idle or Most Idle Trunk Selection

3.1.3.3.3 Direct Inward Dialing (DID)

Provides the Customer with individual channels which can carry one-way inbound traffic. The number of digits to be outpulsed must be specified by the Customer.

3.1.3.3.4 Local Trunk — Digital Interface Rates and Charges

3.1.3.3.4.1 Non-Recurring Charges

Digital Interface	\$590.00
Installation: Local Trunk — Basic (Per channel)	\$ 65.00

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3. Service Descriptions (Cont'd)3.1 Local Exchange Service (Cont'd)3.1.3 Local Trunk (Cont'd)3.1.3.3 Local Trunk — Digital Interface (Cont'd)3.1.3.3.4 Local Trunk — Digital Interface Rates and Charges (Cont'd)3.1.3.3.4.1 Non-Recurring Charges (Cont'd)

Local Trunk — DID (Per channel) \$ 65.00

Subsequent Account Changes \$ 20.00
(Changes, additions per change)

NOTE: Non-recurring change charges will not apply during the initial 30 day period following completion of a Service Order.

3.1.3.3.4.2 Monthly Recurring ChargesLocal Trunk — Digital Interface \$390.00
(Per DS1)

Local Trunk — Basic (Per channel) \$ 10.00

Local Trunk — DID (Per Channel) \$ 10.00

DID Number Charge \$ 5.00
(Per block of 20 numbers)

Rates for a volume of numbers greater than 1000 will be provided on an individual case basis.

In addition to the above charges, applicable rates for usage will apply, as specified in Section 3.1.4.

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3. Service Descriptions (Cont'd)3.1 Local Exchange Service (Cont'd)3.1.4 Usage Options

All Local Exchange Service Customers must order one of the following usage options. These rates will apply to all outgoing direct-dialed calls placed to Stations within the caller's local exchange area, as defined herein.

3.1.4.1 Per Message Rate

The following rates will be applied on a per call basis, regardless of the duration of the call. Per message rates will apply for calls in excess of the amount included with Service Electric PLUS service and Local Basic Trunk service.

Per Call \$0.065

3.1.4.2 Unlimited Local Calling (Residence Customers Only)

Per Month \$7.00

3.1.4.3 Usage Sensitive Services

	<u>Usage Rates</u>	
	<u>Residence</u>	<u>Business</u>
Repeat Dial	\$.50	\$.50
Return Call (1)	\$.50	\$.50
Call Trace, per successful attempt	\$1.00	\$1.00
Priority Call (2, 3)	\$.50	\$.50
Select Call Forward (3)	\$.50	\$.50

NOTES:

- (1) Rate applies per each activation.
- (2) Rate applies each day list is active.
- (3) Customers who subscribe to Call Waiting receive a priority tone on selected calls if priority call screening list is activated.

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3. Service Descriptions (Cont'd)3.1 Local Exchange Service (Cont'd)3.1.4 Usage Options (Cont'd)3.1.4.4 Integrated Services Digital Network (ISDN)

<u>BRI Package</u>	Monthly <u>Rate</u>	Monthly <u>Allowance</u>	<u>Nonrecurring</u>
Option 1 (1, 4)	ICB	25 hours	ICB
Option 2 (1, 4)	ICB	40 hours	ICB
Option 3 (1, 4)	ICB	60 hours	ICB

<u>PRI Package</u>	Monthly <u>Rate</u>
PR01 23B + 1D (6)	ICB
PR02 23B + 1D w/T-1 (6, 10)	ICB
PR03 23B + 1D w/CID (6, 9)	ICB
PR04 23B + 1D w/T-1 & CID (6, 9, 10)	ICB
PR05 23B + 1D (7)	ICB
PR06 23B + 1D w/T-1 (7, 10)	ICB
PR07 23B + 1D w/CID (7, 9)	ICB
PR08 23B + 1D w/T-1 & CID (7, 9, 10)	ICB
PR09 23B + 1D (8)	ICB
PR10 23B + 1D w/T-1 (8, 10)	ICB
PR11 23B + 1D w/CID (8, 9)	ICB
PR12 23B + 1D w/T-1 & CID (8, 9, 10)	ICB
PR13 47B + 1D (6)	ICB
PR14 47B + 1D w/T-1 (6, 10)	ICB
PR15 47B + 1D w/CID (6, 9)	ICB
PR16 47B + 1D w/T-1 & CID (6, 9, 10)	ICB
PR17 47B + 1D (7)	ICB
PR18 47B + 1D w/T-1 (7, 10)	ICB
PR19 47B + 1D w/CID (7, 9)	ICB
PR20 47B + 1D w/T-1 & CID (7, 9, 10)	ICB
PR21 47B + 1D (8)	ICB
PR22 47B + 1D (8, 10)	ICB

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3. Service Descriptions (Cont'd)3.1 Local Exchange Service (Cont'd)3.1.4 Usage Options (Cont'd)3.1.4.4 Integrated Services Digital Network (ISDN)

<u>PRI Package</u>	<u>Monthly Rate</u>
PR23 47B + 1D w/CID (8, 10)	ICB
PR24 47B + 1D w/T-1 & CID (8, 9, 10)	ICB
PR25 46B + 2D (2, 6)	ICB
PR26 46B + 2D w/T-1 (2, 6, 10)	ICB
PR27 46B + 2D w/CID (2, 6, 9)	ICB
PR28 46B + 2D w/T-1 & CID (2, 6, 9, 10)	ICB
PR29 46B + 2D (2, 7)	ICB
PR30 46B + 2D w/T-1 (2, 7, 10)	ICB
PR31 46B + 2D w/CID (2, 7, 9)	ICB
PR32 46B + 2D w/T-1 & CID (2, 7, 9, 10)	ICB
PR33 46B + 2D (2, 8)	ICB
PR34 46B + 2D w/T-1 (2, 8, 10)	ICB
PR35 46B + 2D w/CID (2, 8, 9)	ICB
PR36 46B + 2D w/T-1 & CID (2, 8, 9, 10)	ICB
PRI37 (9 or more) (2, 3, 5, 9 10)	ICB

NOTES:

- (1) Each minute or fraction thereof which exceeds the monthly usage allowance in the option stated above will be billed an additional charge of \$0.02 per minute peak and \$0.01 per minute off peak. **Peak** time is Monday thru Friday 8:00 AM to 8:00 PM. **Off Peak** is Monday thru Friday 8:00 PM to 8:00 AM to include all day Saturday and Sunday. Monthly allowance does not apply for PRI service.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.4 Usage Options (Cont'd)

3.1.4.4 Integrated Services Digital Network (ISDN)

NOTES: (Cont'd)

- (2) If more than one PRI is ordered, customer can choose if they want one or two "D" channels. If customer chooses two "D" channels an additional cost will apply for setting up second "D" channel. Ironton Telephone Company will not stack more than two PRIs to one "D" channel, if technology permits in the future for more than two PRIs to a "D" channel, than Ironton will consider a request by the customer on a case by case basis (\$35.00 each).
- (3) All must be located at same location.
- (4) The monthly allowance for hours is a combined total for both "B" channels. Usage is at the customer's discretion.
- (5) ICB — Individual Contractual Basis.
- (6) Month to Month term rate.
- (7) 3-year term — 3 or less PRIs.
- (8) 3-year term — 4 to 8 PRIs.
- (9) CID — Caller ID and/or Caller ID Deluxe (\$100.00 each).
- (10) T-1 — 1.544 MB transport (\$150.00 each).

3.2 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator. Directory Assistance includes the option for call completion to the requested number at no additional charge.

3.2.1 Each call to Directory Assistance will be charged as follows:

Per Call \$0.57

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges.

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3. Service Descriptions (Cont'd)

3.2 Directory Assistance (Cont'd)

3.2.2 A credit will be given to Directory Assistance as follows:

- (a) The Customer experiences poor transmission or is cut-off during the call; or
- (b) the Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service Representative.

3.3 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to the rates specified in Section 3.1, surcharges as specified in Section 3.3.1 will apply:

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interchange Carrier with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

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3. Service Descriptions (Cont'd)

3.3 Operator Assistance (Cont'd)

General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.

3.3.1 Operator Assisted Surcharges: The following surcharges will be applied on a per-call basis.

Calling Card	\$2.25
Third Number Billing	\$2.45
Collect Calling	\$2.25
Person to Person	\$4.90
Station to Station	\$2.05
General Assistance	N/C

3.3.2 Busy Line Verification and Interrupt Service: Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

3.3.2.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

3.3.2.2 Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

3.3.2.3 Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

3.3.2.3.1 The operator verifies that the line is busy with a call in progress.

3.3.2.3.2 The operator verifies that the line is available for incoming calls.

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3. Service Descriptions (Cont'd)

3.3 Operator Assistance (Cont'd)

3.3.2 (Cont'd)

3.3.2.3.3 The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

	<u>Per Request</u>
Busy Line Verification	\$6.50
Busy Line Interrupt	\$6.50

3.4 Directory Listings

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.

3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgement, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.

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

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3. Service Descriptions (Cont'd)

3.4 Directory Listings (Cont'd)

- 3.4.3 Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.4.4 In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.4.5 Directory listings are provided in connection with each Customer service as specified herein.
- 3.4.5.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
- 3.4.5.2 Additional Listing: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Sections 3.4.5.8 and 3.4.5.9.
- 3.4.5.3 Non-published Listings: Listings that are not printed in directories nor available from Directory Assistance.

A Non-published Telephone Service will be furnished, at the Customers' request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4. Rates for Non-published Listings are specified in Sections 3.4.5.8 and 3.4.5.9.

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3. Service Descriptions (Cont'd)

3.4 Directory Listings (Cont'd)

3.4.5 (Cont'd)

- 3.4.5.4 Non-listed Numbers: A Non-listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried to the Company's directory assistance and other records will be given to any calling party. Rates for Non-listed Numbers are specified in Sections 3.4.5.8 and 3.4.5.9.
- 3.4.5.5 Foreign Listings: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listings.
- 3.4.5.6 Alternate Call Listings: Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.
- 3.4.5.7 Reference Listing: A listing including additional telephone numbers of the same or another Customer to be called in the event there is not an answer from the Customer's telephone. Charges for reference listings are specified in Sections 3.4.5.8 and 3.4.5.9.
- 3.4.5.8 Non-Recurring Charges: Non-recurring charges associated with Directory Listings are as follows:

	<u>Per Listing or Per Number Charge</u>
Primary Listing	N/C
Additional Listing	\$5.00
Reference Listing	\$5.00
Non-Listed Number	\$5.00
Non-Published Number	\$5.00

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3. Service Descriptions (Cont'd)

3.4 Directory Listings (Cont'd)

3.4.5 (Cont'd)

3.4.5.9 Recurring Charges: Monthly Recurring Charges associated with Directory Listings are as follows:

	<u>Per Listing or Per Number Charge</u>
Primary Listing	N/C
Additional Listing	\$2.05
Reference Listing	\$2.05
Non-Listed Number	\$1.25
Non-Published Number	\$1.75

3.5 Emergency Services — Enhanced 911 (E911)

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 E911 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 E911 provider for display at the Public Service Answering Point (PSAP).

3.6 Vanity Telephone Numbers

At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth in Section 2.1.3. There will no charge for Vanity Telephone Numbers.

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3. Service Descriptions (Cont'd)

3.7 Telecommunications Relay Service (TRS)

TRS is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the Commonwealth. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech as provided in the tariff filed by AT&T Communications of Pennsylvania, Inc.

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 used 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 Relay Service Surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the 12 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:

	<u>Monthly Rate</u>
Per business access line	\$0.18
Per residence line	\$0.09

Local calls will be charged at the applicable rate specified in this tariff.

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3. Service Descriptions (Cont'd)

3.8 Link Up America

A program designed to promote universal service by providing a discount on service connection charges for qualified Low-income Customers.

3.8.1 Regulations

3.8.1.1 Link Up America is available to Residence Customers who meet the following eligibility criteria:

- (a) The applicant must not be a dependent for federal income tax purposes, unless he or she is 60 years of age or older.
- (b) Applicant must participate in any of the following programs:
 - Aid to Families with Dependent Children (AFDC)
 - Categorically Need Medical Assistance (Blue Card)
 - Food Stamps
 - General Assistance (GA)
 - Low Income Home Energy Assistance Program (LIHEAP)
 - Medically Needy Only — Medical Assistance (Green Card)
 - State Blind Pension
 - Supplemental Security Income (SSI)

The applicant must self-certify the requirements set out in (a). The requirement set out in (b) must be certified by the Pennsylvania Department of Public Welfare (DPW). Such certification by DPW: [1] will be provided only when a DPW client requests Link Up America benefits based on the client's status as a recipient of any of the benefits listed in (b); [2] will be limited to confirmation of the client's status (i.e., in b. specified by the client; [3] will not be a determination by DPW as to eligibility of the client for Link Up America benefits. Participation by DPW is subject to execution of an agreement with DPW.

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3. Service Descriptions (Cont'd)

3.8 Link Up America (Cont'd)

3.8.1 Regulations (Cont'd)

3.8.1.1 (Cont'd)

- (c) Applicants who do not participate in any of the above programs may be eligible under Pennsylvania Telephone Association's low income guidelines which are based on Pennsylvania state taxable income.

The requirements in (c) must be certified by the Pennsylvania Department of Revenues (DOR). Such certification by DOR will be provided only when an applicant has completed and signed a Link Up America Application For Certification form and mailed such form to DOR. Participation by DOR is subject to execution of an agreement with DOR.

- 3.8.1.2 The Link Up America discount is applicable to one access line (dial tone line) when it applies to the installation or relocation of main service at a Customers' principal residence.
- 3.8.1.3 Link Up America applicants are not exempt from Telephone Company deposit requirements.
- 3.8.1.4 The Link Up America discount does not apply to the installation of inside wire.
- 3.8.1.5 Service will not be established at discounted rates prior to receipt of certification. Service will be established at full Service Connection Charges. If certification is received within 60 days of original application for service, credit will be applied to provide the Link Up America discount.

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SERVICE ELECTRIC TELEPHONE, INC.
LOCAL EXCHANGE SERVICES
TELEPHONE PA P.U.C. NO. 1

3. Service Descriptions (Cont'd)

3.8 Link Up America (Cont'd)

3.8.1 Regulations (Cont'd)

3.8.1.6 The Link Up America discount does not apply to applicants who are full time students living in university or college controlled housing.

3.8.2 Rates

The Link Up America Program provides for a 50% discount on the Service Connection Charge associated with the connection of a new residence exchange access line (dial tone line) as specified in the Telephone Company's tariffs. The total amount of the discount may not exceed \$30.00 and the remaining charges will be billed to the Link Up America Customer in monthly installments as specified in the Telephone Company's tariffs.

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LOCAL EXCHANGE SERVICES
TELEPHONE PA P.U.C. NO. 1

4. Promotional Offerings

4.1 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotions will be filed with the PA P.U.C. to be effective on one day's notice.

4.2. Trial Service Offering (TSO)

In the normal course of business the Company, at its discretion, may elect to offer certain services to a Customer on a "trial basis."

5. Individual Case Basis (ICB) Arrangement

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis and will be filed with the PA P.U.C. to be effective on one day's notice.

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Service Electric Telephone
Income Statement (CLEC Activity Only)

Operating Revenue

Local Service	\$180,000
Toll Service	180,000
Network Access	60,000
Other	12,000
<u>Total Revenue</u>	<u>432,000</u>

Operating Expenses

Facilities Expense	136,080
Termination	60,000
Maintenance	60,000
Billing	18,000
Advertising/Promotion	60,000
Gross Rcpt Tax	18,000
Other	12,000
<u>Total Expenses</u>	<u>364,080</u>

EBITDA	67,920
Interest Expense	19,999
Depreciation	36,000
<u>Pre Tax Income</u>	<u>11,921</u>

State Income Tax	1,180
Fed'l Income Tax	1,611
<u>Net Income</u>	<u>\$9,130</u>

Service Electric Telephone
Balance Sheet (CLEC Activity Only)

Cash	72,000
Accounts Receivable	36,000
Plant & Equipment	250,000
Accumulated Depreciation	(36,000)
<u>Total Assets</u>	<u>322,000</u>

Accounts Payable	11,340
Long Term Debt	233,204
Owners Equity	77,456
<u>Total Liabilities & Equity</u>	<u>322,000</u>

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES
FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN
THE COMMONWEALTH OF PENNSYLVANIA

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EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF

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

- C — To signify changed regulation or rate structure.
- D — To signify discontinued material.
- I — To signify a increased rate.
- M — To signify a move in the location of text.
- N — To signify a new rate or regulation
- R — To signify a reduced rate.
- S — To signify reissued material.
- T — To signify a change in text but no change in rate or regulation.

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APPLICATION

This tariff applies to intrastate access service supplied to customers for origination and termination of traffic to and from Central Office codes directly assigned to Service Electric Telephone, Inc. hereafter referred to as the Company or Service Electric.

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1. Definitions

Certain terms used generally throughout this tariff are described below.

Advance Payment — Part or all of a payment required before the start of service.

Access Services — The Company's intrastate telephone services offered pursuant to this tariff.

Company or Service Electric — Service Electric Telephone, Inc. the issuer of this tariff.

Customer — The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

End Office — With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end-office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

End User — A person or entity that subscribes to any the Company Exchange Access Service offered under the Company's Pennsylvania Tariff and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

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. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

Recurring Charges — The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Service Commencement Date — The first 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. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a customer, the Service Commencement Date will be the first date on which the service or facility was used by a customer.

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1. Definitions (Cont'd)

Service Order — The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance 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. Should a customer use the Company's access service without an executed Service Order, the Company will then request the customer to submit a Service Order.

Serving Wire Center — The wire center from which the customer designated premises would normally obtain dial tone from the Company.

Shared — A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User — A Customer or any other person authorized by the Customer to use service provided under this tariff.

Wire Center — A building in which one or more central offices, used for the provision of Exchange Services, are located.

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2. Regulations

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- C) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the nonprevailing party in addition to other relief a court may award.
- D) This tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard for its choice of laws provision.

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2. Regulations

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability

- A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D) The Company shall not be liable for any claims for loss or damages involving:
 - 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or ^o common carriers or warehousemen;

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2. Regulations (Cont'd)**2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability (Cont'd)****D) (Cont'd)**

- 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- 3) Any unlawful or unauthorized use of the Company's facilities and services;
- 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in section 2.1.4, preceding.
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

D) (Cont'd)

- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.
- 11) Any noncompletion of calls due to network busy conditions;
- 12) Any calls not actually attempted to be completed during any period that service is unavailable.

E) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Provision of Equipment and Facilities

- A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

- B) The company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; or
 - 3) network control signalling where such signalling is performed by Customer-provided network control signalling equipment.

2.1.6 Ownership of Facilities

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

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2. Regulations (Cont'd)

2.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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2. Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Liability of the Customer (Cont'd)

- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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2. Regulations (Cont'd)**2.3 Obligations of the Customer (Cont'd)****2.3.3 Jurisdictional Report Requirements**

- A) For Feature Group B Switched Access Service(s) for both originating and terminating usage, a projected Percentage of Intersate Usage (PIU) must be provided by the Customer to the Company. When a Customer orders Feature Group B Switched Access Service, the Customer shall state, in its order, the projected PIU factor for each Feature Group B Switched Access Service group ordered. The formula for developing PIU is as follows in Section 2.3.3 (B) below.
- B) For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from call detail, will determine the PIU as follows:
- 1) For originating access minutes, the PIU will be developed on a monthly basis, by end office trunk group, by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes.
 - 2) For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic. Should the Customer not supply a terminating PIU factor, the data used by the Company to develop the PIU for originating access minutes will be used to develop the PIU for such terminating access minutes.

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Report Requirements (Cont'd)

B) (Cont'd)

When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected PIU for each end office trunk group involved to be used in the event that originating call detail is insufficient to determine the jurisdiction of the usage. For purposes of developing the PIU, the Customer shall utilize the same considerations as those set forth in Section 2.3.3 (C) following.

C) Where the call detail data is insufficient to develop jurisdiction, the Customer must provide the Company with a PIU using the following steps:

- 1) For purposes of developing the PIU, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.
- 2) The Company will designate the number obtained by subtracting the PIU from 100 ($100 - \text{projected interstate percentage} = \text{intrastate percentage}$) as the projected intrastate percentage of use.
- 3) A whole number percentages will be used by the Company to apportion the usage, monthly recurring, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

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2. Regulations (Cont'd)**2.3 Obligations of the Customer (Cont'd)****2.3.3 Jurisdictional Report Requirements (Cont'd)**

- D) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 5. following.

- E) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.

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2. Regulations (Cont'd)**2.3 Obligations of the Customer (Cont'd)****2.3.3 Jurisdictional Report Requirements (Cont'd)**

- F) The Customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.
- G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.

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2. Regulations (Cont'd)**2.4 Customer Equipment and Channels****2.4.1 Interconnection of Facilities**

In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B) If the protective requirements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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2. Regulations (Cont'd)**2.5 Customer Deposits and Advance Payments****2.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. 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.

2.5.2 Deposits

- A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit 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:
- 1) two month's charges for a service or facility which has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.

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2. Regulations (Cont'd)

2.5 Customer Deposits and Advance Payments (Cont'd)

2.5.2 Deposits (Cont'd)

- C) 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. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

- D) Deposits held will accrue interest at a rate determined by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to customer.

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2. Regulations (Cont'd)**2.6 Payment Arrangements****2.6.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of network services.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.

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2. Regulations (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.2 Billing and Collection of Charges (Cont'd)

- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
 - 1) a rate of 1.5 percent per month; or
 - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of twenty-five dollars (\$35.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

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2. Regulations (Cont'd)2.6 Payment Arrangements (Cont'd)2.6.3 Billing DisputesA) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2(E), preceding.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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2. Regulations (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.3 Billing Disputes (Cont'd)

C) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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2. Regulations (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.3 Billing Disputes (Cont'd)

D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has the right to take the following course of action:

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

PA Public Utility Commission
P O Box 3265
Harrisburg, PA 17105
1-800-782-1110

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2. Regulations (Cont'd)**2.6 Payment Arrangements (Cont'd)****2.6.4 Discontinuance of Service for Cause**

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G) Upon the Company's discontinuance of service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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2. Regulations (Cont'd)**2.6 Payment Arrangements (Cont'd)****2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved**

Meet point billing applies where a Customer orders switched access service to a tandem operated by another Exchange Telephone Company which subtends an end office operated by the Company. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.5 (A) following.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

- A) For Feature Group B and/or D Switched Access Service, when the first point of switching is not in the same Exchange Telephone Company's territory as the Customer premises, the Customer must supply a copy of the order to the Exchange Telephone Company in whose territory the Customer premises is located and any other Exchange Telephone Company(s) involved in providing the service.

Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff. The rate for the Transport element will be determined as set forth in (B) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

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2. Regulations (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

B) The charge for the Local Transport rate element for services provided as set forth in Section 2.6.5 (A) preceding are determined as follows:

1) Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport service, as defined in 3.1.2(B) following. Determine the airline mileage for the Local Transport charge using the V&H method as set forth in Section 2.10.2 following.

2) For Feature Groups B or D Switched Access Service, the Local Transport charge is determined by using the steps set forth in (a) and (b) following for the total Local Transport-Common Switched Transport charges.

(a) Determine:

The Local Transport mileage band for the mileage measured.

(b) Multiply:

The number of access minutes

by

the Company's appropriate Local Transport mileage rate determined in (a) preceding

by

the Company's billing percentage factor. The resulting amount is the Company's total Local Transport charge.

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2. Regulations (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

- C) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, except as noted in 2.6.5 (D), below.
- D) Until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include the following meet points, the applicable billing percentage factors for Feature Group B or D Switched Access Service traffic between certain Company end offices and other end offices are as set forth in the Company's FCC Access Tariff.
- E) Should any changes be made to the meet point billing arrangements as set forth in Section 2.6.5 (A) preceding, the Company will give affected customers 30 days' notice.

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2. Regulations (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in 3.1.1.2 following, Access Order Modifications.

2.6.7 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

2.6.8 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

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2. Regulations (Cont'd)

2.7 Allowances for Interruptions in Service

2.7.1 General

- A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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2. Regulations (Cont'd)

2.7 Allowances for Interruptions in Services (Cont'd)

2.7.2 Limitations on Allowances

No credit allowance will be made for any interruption in service:

- A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;
- F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

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2. Regulations (Cont'd)

2.7 Allowances for Interruptions in Service (Cont'd)

2.7.3 Use of Another Means of Communications

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

2.7.4 Application of Credits for Interruptions in Service

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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2. Regulations (Cont'd)

2.7 Allowances for Interruptions in Service (Cont'd)

2.7.4 Application of Credits for Interruptions in Service (Cont'd)

D) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E) Continuous Interruption Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

F) Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one month period.

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2. Regulations (Cont'd)

2.7 Allowances for Interruptions in Service (Cont'd)

2.7.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equalling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.8 Cancellation of Service/Termination Liability

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 2.7.1), the Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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2. Regulations (Cont'd)

2.9 Privacy Rules

Automatic Number Identification (ANI) derived information may be used only for billing, routing, screening, ensuring network performance, completing calls or performing services directly related to the telephone caller's original call or transaction. Therefore, should the business that receives ANI information have an established customer relationship with the caller, the business may offer products or services to the caller that are directly related to the products or services previously purchased by the caller. The business that receives ANI information may not establish marketing lists or conduct ongoing market calls for unrelated products or services or sell the information derived from ANI (caller's name, address, telephone billing number, purchasing habits, etc.) to third parties unless it gets the prior written consent of the caller.

2.10 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

2.10.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Company at end office switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

For originating calls over Feature Group B or D, usage measurement begins when the originating Feature Group B or D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group B or D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

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2. Regulations (Cont'd)**2.10 Application of Rates (Cont'd)****2.10.1 Charges Based on Duration of Use (Cont'd)**

For terminating calls over Feature Group B or D, the measurement of access minutes begins when the terminating Feature Group B or D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

The measurement of terminating call usage over Feature Group B or D ends when the terminating Feature Group B or D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

2.10.2 Rates Based Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

- A) Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in THE NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). The airline distance should be determined utilizing the "V" (vertical) and "H" (horizontal) coordinates as set forth in THE NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4.

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2. Regulations (Cont'd)2.10 Application of Rates (Cont'd)2.10.2 Rates Based Upon Distance (Cont'd)

B) The airline distance between any two wire centers is determined as follows:

- 1) Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.
- 2) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- 3) Square each difference obtained in step (2) above.
- 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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

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2. **Regulations** (Cont'd)

2.10 **Application of Rates** (Cont'd)

2.10.3 **Mileage**

The mileage to be used to determine the Local Transport monthly rate is calculated on the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.10.2.

The Local Transport mileage rates are shown in Section 5.1.3 in terms of mileage bands. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then find the mile band for the mileage measured. The amount to be billed shall be the banded Local Transport rate multiplied by the number of access minutes.

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3. Service and Rate Descriptions

3.1 Access Services

Switched Access Service, which is available to customers for their use in furnishing their services to end users, provides a two-point communications path between a customer's premises (or a collocated interconnection location) and an end user's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises (or a collocated interconnection location), and to terminate calls from a customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

Switched Access Service is provided in two service categories of standard and optional features called Feature Groups. The Company provides Feature Group B and D originating and terminating equal access. The service categories are differentiated by their technical characteristics and the manner in which an end user accesses them when originating calls.

FGB Access, which is available to all customers, provides trunk side access to Company end office switches with an associated uniform 950-XXXX access code for the customer's use in originating and terminating communications.

FGD Access, which is available to all customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access code for the customer's use in originating and terminating communications.

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3. Service and Rate Descriptions (Cont'd)**3.1 Access Services (Cont'd)****3.1.1 Access Service Order****A) Ordering Access Service Types**

An Access Service Order is used by the Company to provide a customer Access Service. When placing an order for Access Service, the customer shall provide, at a minimum, the following information:

- 1) For Feature Group B Switched Access Service, the customer shall specify the number of trunks and the end office when direct routing to the end office is desired and the Local Transport and Local Switching options desired. When ordering FGB trunks to an end office, the customer must also provide the Company an estimate of the amount of traffic to be generated to and/or from each end office subtending an access tandem operated by another Exchange Telephone Company to assist the Company in the effort to project further facility requirements.

In addition, the customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

- 2) For Feature Group D Switched Access Service, the customer shall specify the number of busy hour minutes of capacity (BHMC) from the customer's premises to the end office by Feature Group and by traffic type. This information is used to determine the number of transmission paths. The customer shall also specify the Local Transport and Local Switching options. Customers may, at their option, order FGD by specifying the number of trunks and the end office when direct routing to the end office is desired and the Local Transport and Local Switching options desired. When ordering by trunk quantities rather than BHMC quantities to an end office, the customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office subtending an access tandem operated from another Exchange Telephone Company to assist the Company in its own efforts to project further facility requirements.

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3. Service and Rate Descriptions (Cont'd)**3.1 Access Services (Cont'd)****3.1.1 Access Service Order (Cont'd)****A) Ordering Access Service Types (Cont'd)**

In addition, for Feature Group D with the Out of Band Signaling/SS7 signaling option, the customer shall specify the switching point codes and trunk circuit identification codes for trunks with the Out of Band Signaling/SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a customer orders FGD in trunks, the customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

- 3) For Toll Free 800 Series Data Base Access Service, the customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the customer desires any of the optional features available with Toll Free 800 Series Data Base Service, the customer shall so specify on the order for service.
- 4) When a customer orders collocation in an end office with Company provided Switched Access Service(s), the customer must specify the collocated fiber optic facilities. The customer must also specify the particular end office location involved, which must be the end office in which the Switched Access Service(s) originate or terminate.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

B) Access Order Service Date Intervals

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

- Standard Interval
- Negotiated Interval
- Advance Order Interval

1) Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

<u>Feature Groups B and D</u>	<u>Standard Interval</u>
1 to 4 Trunks	28 Days
5 Trunks or Greater	30 Days

2) Negotiated Interval

The Company will negotiate a service date interval with the customer when:

- (a) There is no Standard Interval for the service, or;
- (b) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- (c) The customer requests a service date beyond the applicable Standard Interval service date except as set forth in (C) following.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

B) Access Order Service Date Intervals (Cont'd)

2) Negotiated Interval (Cont'd)

The Company will offer a service date based on the type and quantity of Access Services the customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

The addition and/or deletion of an Toll Free 800 Series Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of a Toll Free 800 Series Access Service ten digit customer identification record to the Toll Free 800 Series Access Service data base or the deletion of a Toll Free 800 Series Access Service ten digit customer identification record from the 800 Access Service data base is provided with a Negotiated Interval. The initial establishment of service where customer is:

	<u>Maximum Interval</u>
— Not yet provided with any FGB or FGD service in the LATA	6 months
— Provided FGB or FGD service in the LATA	90 Days

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

B) Access Order Service Date Intervals (Cont'd)

3) Advance Order Interval

When placing an Access Order, a customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

(a) Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

The minimum monthly charge for the minimum period plus the applicable Nonrecurring Charges for the services ordered.

This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be cancelled.

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (b) following, only the portion of the Advance Payment for services actually installed will be credited.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

B) Access Order Service Date Intervals (Cont'd)

3) Advance Order Interval (Cont'd)

(b) Cancellation or Partial Cancellation of an Advance Order Interval
Access Order

When the customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services cancelled will not be credited or refunded.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

C) Access Order Modifications

The customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

1) Service Date Change Charge

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Company and reissued with the appropriate cancellation charges applied.

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is found in Section 5.1.1.

2) Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access Order will be treated as a partial cancellation and the charges as set forth in Section 3.1.1.3 following will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

C) Access Order Modifications (Cont'd)

3) Design Change Charge

The customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. Design changes do not include a change of customer premises, end user premises, end office switch, Feature Group type except for changes to Feature Group D. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is found in Section 5.1.1.

If a change of service date is required, the Service Date Change Charge will also apply.

4) Expedited Order Charge

When placing an Access Order for service(s) for which Standard Intervals exist, a customer may request a service date that is prior to the Standard Interval service date. A customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge found in Section 5.1.1 will apply.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

D) Cancellation of an Access Order

1) A customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a customer's or a end user is unable to accept Access Service within 30 calendar days after the original service date, the customer has the choice of the following options:

- The Access Order shall be cancelled and charges set forth in (B) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

D) Cancellation of an Access Order (Cont'd)

- 2) When a customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:
 - (a) When the customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
 - (b) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the customer may cancel the Access Order without incurring cancellation charges.

E) Minimum Period

- 1) The minimum period for which Access Service is provided and for which charges are applicable, is one month.
- 2) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

E) Minimum Period (Cont'd)

2) (Cont'd)

- (a) A move to a different building.
- (b) A change in type of service.
- (c) A change in Switched Access Service Interface Group.
- (d) Change in Switched Access Service traffic type.
- (e) A change in Out of Band Signaling connection.
- (f) Change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- (g) Change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

F) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or service rearrangements).

1) Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

2) Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

F) Nonrecurring Charges (Cont'd)

2) Service Rearrangements (Cont'd)

(a) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

(b) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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3. Service and Rate Descriptions (Cont'd)

3.1 Access Services (Cont'd)

3.1.2 Rate Categories

There are four rate categories which apply to Switched Access Service:

- Carrier Common Line
- Local Transport
- End Office
- Toll Free 800 Series Data Base Access Service

A) Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by customers for access to end users to furnish customer intrastate communications. Carrier Common Line is provided where the customer obtains Company provided Switched Access Service.

1) Limitations

- (a) A telephone number is not provided with Carrier Common Line.
- (b) Detail billing is not provided for Carrier Common Line.
- (c) Directory listings are not included in the rates and charges for Carrier Common Line.
- (d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- (e) All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

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3. Service and Rate Descriptions (Cont'd)**3.1 Access Services (Cont'd)****3.1.2 Rate Categories (Cont'd)****A) Carrier Common Line (Cont'd)****2) Undertaking of the Telephone Company**

Where the customer is provided with Switched Access Service under this tariff, the Company will provide the use of Company common lines by a customer for access to end users at rates and charges as set forth in Section 5.1.2 following.

3) Obligations of the Customer

(a) The customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.

(b) All Switched Access Service provided to the customer will be subject to Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

4) Out of Band Signaling Access Exemption

The Common Channel Signaling Access Signal Transfer Point (STP) Port Termination, as set forth in Section 4 following, is not subject to a Carrier Common Line charge.

5) Rate Regulations

(a) The Carrier Common Line charges will be billed per access minute to each Switched Access Service customer.

(b) When the customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes based on the date reported by the customer set forth in Section 2.3.3 preceding.

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3. Service and Rate Descriptions (Cont'd)3.1 Access Services (Cont'd)3.1.2 Rate Categories (Cont'd)B) Local Transport

The Local Transport rate category provides for transmission facilities between the customer's premises or collocated interconnection location and the Company's end office switch(es) where the customer's traffic is switched to originate or terminate its communications.

Except as stated in the following paragraph, Local Transport service is provided in conjunction with The Bell Telephone Company of Pennsylvania, Inc. Charges for Local Transport service are computed in accordance with Section 2.6.5 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved). For purposes of determining Local Transport mileage, distance will be measured from the wire center that normally serves the customer's premises to the end office switch(es).

The following paragraphs describe the Local Transport rate elements.

1) Local Transport-Mileage

The Local Transport-Mileage rate provides for that portion of the voice frequency transmission path at the end office and at the customer's premises. The Local Transport-Mileage rate also provides for that portion of the voice frequency transmission path between the end office and at the customer's premises.

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3. Service and Rate Descriptions (Cont'd)**3.1 Access Services (Cont'd)****3.1.2 Rate Categories (Cont'd)****B) Local Transport (Cont'd)****2) Interface Groups**

The Interface Group is provided for terminating the Local Transport at the customer's premises. The Interface Group provides a specified premises Interface. Where transmission facilities permit, the individual transmission path between the customer's premises and the first point of switching may at the option of the customer be provided with optional features.

Interface Group 1 provides DS1 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths.

3) Out of Band Signaling

A) This ordering option allows the customer to exchange signaling for Feature Group D call set-up over a communications path which is separate from the message path. This option is provided with SS7 protocol and is only available with Feature Group D. This option requires the establishment of a signaling connection path between the customer's SPOI and the Telephone Company's STP.

B) Out of band signaling is provided in both the originating and terminating direction on FGD services.

Each signaling connection is provisioned for two-way transmission of out of band signaling information.

C) Out of band signaling is subject to the rates and charges as specified in 5.1.3(B) following.

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3. Service and Rate Descriptions (Cont'd)**3.1 Access Services (Cont'd)****3.1.2 Rate Categories (Cont'd)****C) End Office**

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office. The End Office rate category consists of the Local Switching element.

The Local Switching rate element provides for the use of end office switching equipment. The Local Switching rate is set forth in Section 5.1.4.

D) Toll Free 800 Series Data Base Access Service

Toll Free 800 Series Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed Toll Free 800 Series calls to a Company Service Switching Point which will initiate a query to the data base to perform the customer identification and delivery function. The call is forwarded to the appropriate customer based on the dialed Toll Free 800 Series number.

1) Customer Identification Charge

The Toll Free 800 Series Data Base Access Service Customer Identification and Delivery Charge applies for the identification of the appropriate customer and the delivery of the dialed Toll Free 800 Series ten-digit number. The charge is assessed to the customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Pennsylvania. The Customer Identification Charge as set forth in Section 5.1.5 applies.

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3. Service and Rate Descriptions (Cont'd)

3.2 Miscellaneous Access Services

3.2.1 Presubscription

- A) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select the Company as its PIC, or may select any other IC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 5.2.1 following applies.
- B) New end users who are served by end offices equipped with Feature Group D, will be asked to presubscribe to an IC at the time they place an order with the Company for Exchange Access Service. They may select either of the following options. There will be no additional charge for this initial selection
- Designate an IC as a PIC and dial 10XXX or 101XXXX to reach other ICs.
 - Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 101XXXX for all calls to all ICs.

Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 5.2.1 following applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service and applies only for selection of an IC which provides only intrastate service.

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4. Miscellaneous Services

4.1 General

The Company will provide the following services:

- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

4.2 Automatic Number Identification

Automatic Number Identification (ANI) provides the automatic transmission of a seven or ten digit number and information digits to the customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission path in a trunk group routed directly between and end office and a customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between and end office and an access tandem, and a trunk group between and access tandem and a customer's premises.

Rate Regulations

When Automatic Number Identification (ANI) is delivered (with Feature Group D originating), the ANI rate as set forth in Section 5.3.1 will apply for each ANI record delivered to the customer.

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4. Miscellaneous Services (Cont'd)

4.3 Billing Name and Address Service

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service is provided on both a manual and mechanized basis. On a manual basis, the information will be provide by voice telecommunications or by mail, as appropriate. On a mechanized basis, where available, the information will be entered on magnetic tape containing record customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Company's data base. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

4.3.1 Undertaking of The Company

- A) A request for information on over 100 and up to 500 telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days.

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4. Miscellaneous Services (Cont'd)**4.3 Billing Name and Address Service (Cont'd)****4.3.1 Undertaking of The Company (Cont'd)**

- B) Upon receipt of a magnetic tape of recorded customer messages, the Company will, at the request of the customer, provide BNA Service where available on a mechanized basis. The Company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The Company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The Company will process and mail tapes which are the output of Recording Service every fifth business day.

- C) The Company will specify the format in which requests and tapes are to be submitted.
- D) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company Customer Records Information System (CRIS), including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.
- E) The Company will provide the most current BNA information resident in its data base. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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4. Miscellaneous Services (Cont'd)

4.3 Billing Name and Address Service (Cont'd)

4.3.2 Obligations of the Customer

- A) With each order for BNA Service, the customer shall identify the authorized individual and address to receive the BNA information.
- B) A customer which orders BNA Service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the Company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- C) The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the customer a statement of its procedures concerning confidential information.
- D) The customer shall not publicize or represent to others that the Company jointly participates with the customer in the development of the customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.

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4. Miscellaneous Services (Cont'd)4.3 Billing Name and Address Service (Cont'd)4.3.2 Obligations of the Customer (Cont'd)

- E) When the customer orders BNA Service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage.

This whole number percentage will be used by the Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth following.

Effective on the first of January, April, July and October of each year the customer may update the jurisdictional report. The customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (e.g., February, May, August and November). No prorating or back billing will be done based on the report. If the customer does not supply the report, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Company will assume the percentages to be the same as those provided in the order for service.

- F) The Company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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4. Miscellaneous Services (Cont'd)4.3 Billing Name and Address Service (Cont'd)4.3.3 Rate Regulations

- A) For each order for BNA information received by the Company, a BNA order charge applies.
- B) A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.
- C) If the Customer requests BNA information on a mechanized basis, and the Company is able to provide magnetic tape, a charge per tape also applies.

The Company will keep a count of the requests and of the messages processed. The Company will bill the customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests and messages.

Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in 5.3.2 following apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the Company between interstate and intrastate.

The percentages provided in the reports as set forth in 4.4.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (e.g., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use time the stated tariff rate.

- D) When a customer cancels an order for BNA Service after the order date, the BNA order charge applies.

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5. Rates

5.1 Access Rates

5.1.1 Service Orders

A) Service Implementation

Nonrecurring
Charge Per
Line or Trunk

1) Installation Charge

— Per Trunk or Out of Ban Signaling Connection

\$375.00

2) Engineering Charge

Additional Engineering
Periods

First Half
Hour or
Fraction
Thereof

Each Additional
Half Hour or
Fraction
Thereoff

A. Basic Time, regularly scheduled
working hours, per engineer

\$107.28

\$49.39

B. Overtime, outside of regularly
scheduled working hours, per
engineer

\$114.48

\$56.94

B) Service Date Change

C) Design Change

D) Expedited Order

Nonrecurring
Charge Per
Line or Trunk

\$ 46.00

\$ 46.00

\$245.00

5.1.2 Carrier Common Line

A) Originating

B) Terminating

Per Access Minute

\$0.008494

\$0.008494

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5. Rates (Cont'd)

5.1 Access Rates (Cont'd)

5.1.3 Local Transport

A) Local Transport — Mileage

<u>Mileage Bands</u>	<u>Per Minute Use</u>
0 to 1	\$0.0040
Over 1 to 4	\$0.0042
Over 4 to 8	\$0.0046
Over 8 to 16	\$0.0050
Over 16 to 25	\$0.0052
Over 25 to 50	\$0.0054
Over 50 to 200	\$0.0056

B) Common Channel Signaling Access Service

	<u>Rate</u>
1) STP Access Mileage	
— Per Month, per mile	\$ 4.00
2) STP Port Termination	
— Per Month, per port	\$932.58

Issued:

Effective:

President
 Service Electric Telephone, Inc.
 4242 Mauch Chunk Road
 Coplay, PA 18037

5. Rates (Cont'd)

5.1 Access Service (Cont'd)

5.1.3 Local Transport (Cont'd)

C) Nonchargeable Optional Features

1) Supervisory Signaling

DX Supervisory Signaling arrangement

— Per Transmission Path

SF Supervisory Signaling arrangement

— Per Transmission Path

E&M Type I Supervisory Signaling arrangement

— Per Transmission Path

E&M Type II Supervisory Signaling arrangement

— Per Transmission Path

E&M Type III Supervisory Signaling arrangement (available with FGD)

— Per Transmission Path

2) Customer specification of the receive transmission level at the first point of switching within a range acceptable to the Company (available with FGB)

— Per Transmission Path

3) Customer specification of Local Transport Termination Four-wire termination in lieu of two-wire termination (available with FGB)

— Per Transmission Path

4) Signaling System 7

— Per signaling connection arranged

5) 64 kbps Clear Channel Capability

— Per Transmission Path

Issued:

Effective:

President
Service Electric Telephone, Inc.
4242 Mauch Chunk Road
Coplay, PA 18037

5. Rates (Cont'd)

5.1 Access Service (Cont'd)

5.1.4 End Office

<u>Local Switching</u>	<u>Per Access Minute</u>
------------------------	--------------------------

1) Usage Rate	\$0.018217
---------------	------------

2) Common Switching Chargeable Optional Features

Automatic Number Identification/(available with FGB and FGD)

— Per Transmission Path Group

Up to seven Digit Outpulsing of Access Digits to Customer

(available with FGB)

— Per Transmission Path Group

Service Class Routing (available with FGD)

— Per Transmission Path Group

Alternate Traffic Routing (available with FGD)

— Per Transmission Path Group

International Carrier Option (available with FGD)

— Per End Office and Access Tandem

SS7 Signaling Option

— Calling Party Number (available with FGD)

— Carrier Selection Parameter (available with FGD)

Issued:

Effective:

President
Service Electric Telephone, Inc.
4242 Mauch Chunk Road
Coplay, PA 18037

5. Rates (Cont'd)

5.1 Access Services (Cont'd)

5.1.5 Toll Free 800 Series Data Base Access Service

Customer Identification Charge
 — Per Query

Rate
 \$0.003089

5.2 Miscellaneous Access Services

Non-Recurring
Charge

5.2.1 Presubscription

Presubscription
 — Per Telephone Exchange Service
 Line or Trunk

\$5.00

5.3 Miscellaneous Services

Rate

Non-Recurring
Charge

5.3.1 Automatic Number Identification per record

\$0.0004

\$ 67.50

5.3.2 BNA

BNA Order Charge Per Order

\$ 50.94

BNA Charge per record

\$ 0.33

Magnetic Tape Charge Per Tape

\$ 91.44

Issued:

Effective:

President
 Service Electric Telephone, Inc.
 4242 Mauch Chunk Road
 Coplay, PA 18037

7/63-1450

Any additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet.

Statutory close corporation only: Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "public offering" within the meaning of the Securities Act of 1933 (15 U.S.C. § 77a et seq.).

Cooperative corporations only: (Complete and strike out inapplicable term) The common bond of membership among its members/shareholders is: N/A

TESTIMONY WHEREOF, the incorporator(s) has (have) signed these Articles of Incorporation this 15th day of August, 1997.

(Signature)

William D. George II
William D. George, II (Signature)

651
A. 310 ~~0001~~

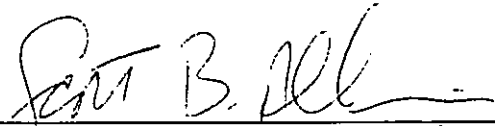
CERTIFICATE OF SERVICE

I, SCOTT B. ALLINSON, ESQUIRE, hereby certify that I have caused a true and correct copy of this pleading to be mailed, first class mail, postage prepaid to the following:

Christopher A. Arfaa, Esquire
Bell Atlantic-Pennsylvania, Inc.
1717 Arch Street, 32 NW
Philadelphia, PA 19103

John O. Dudley Regional Director
GTE Telephone Operations North Area
Suite 600
212 Locust Street
PO Box 12060
Harrisburg, PA 17108

Date: 12/23/97



Scott B. Allinson, Esquire
I.D. #46536
Tallman, Hudders & Sorrentino, P.C.
The Paragon Centre, Suite 300
1611 Pond Road
Allentown, PA 18104
(610) 391-1800

025572

93 JAN -2 5:13:50
RECEIVED
PROthonARY'S OFFICE

A-310651

017267

97 NOV 10 AM 10:40

CERTIFICATE OF SERVICE

RECEIVED
PROTHONOTARY'S OFFICE

I, SCOTT B. ALLINSON, ESQUIRE, hereby certify that I have caused a true and correct copy of the Application on behalf of Service Electric Telephone, Inc. to be mailed, first class mail, postage prepaid on September 10, 1997 to the following:

Irwin A. Popowsky
Consumer Advocate
1425 Strawberry Square
Harrisburg, PA 17120

Bernard A. Ryan, Jr.
Small Business Advocate
Commerce Bldg., Suite 1102
300 North Second Street
Harrisburg, PA 17101

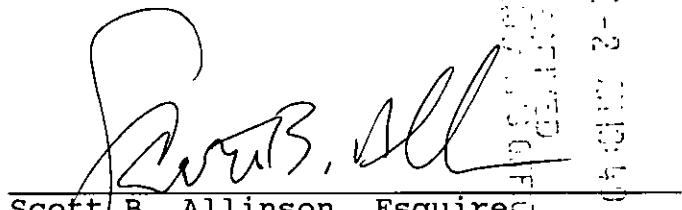
Office of the Atty. General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

Office of Trial Staff
Office of Special Assistants
Bureau of Consumer Services
Bureau of Fixed Utility Services
Pennsylvania Public Utility Commission
PO Box 3265
Harrisburg, PA 17105-3265

5557

Date:

11/6/97



Scott B. Allinson, Esquire
I.D. #46536
Tallman, Hudders & Sorrentino, P.C.
The Paragon Centre, Suite 300
1611 Pond Road
Allentown, PA 18104
(610) 391-1800

RECEIVED
PROTHONOTARY'S OFFICE
97 NOV 10 AM 10:40

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

December 16, 1997

A-310651

Mr. Scott B. Allinson
Tallman Hudders & Sorrentino
The Paragon Centre, Suite 300
1611 Pond Road
Allentown, PA 18104-2256

DOCUMENT
FOLDER

Dear Mr. Allinson:

Receipt is acknowledged of the Application of Service Electric Telephone, Inc., to provide Telecommunications Services as a competitive local exchange carrier to the public.

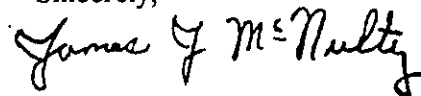
Upon review, the Application has been determined to be deficient for the following reasons:

Certificate of Service as indicated on #18 of the application, plus Bell and GTE.

Pursuant to 52 Pa. Code, §1.4, you are being advised of these deficiencies and required to correct them.

Failure to correct the foregoing deficiencies within 20 days of the date of this letter will result in the Application being returned unfiled.

Sincerely,



James J. McNulty
Secretary

JJM:klk

ARTER & HADDEN_{LLP}

ATTORNEYS AT LAW

founded 1843

KJR

Cleveland
Columbus
Dallas

1801 K Street, N.W. / Suite 400K
Washington, D.C. 20006-1301

202/775-7100 telephone

202/857-0172 facsimile

Irvine
Los Angeles
San Francisco

Direct Dial: (202) 775-7126
Internet: brobinson@arterhadden.com

January 28, 1998

RECEIVED

Via Federal Express

JAN 28 1998

Mr. Jacob Goldberg
Bell Atlantic
1095 Avenue of the Americas
Room 4043
New York, New York 10036

PA PUBLIC UTILITY COMMISSION
NOTARIAL PUBLIC

A-310651

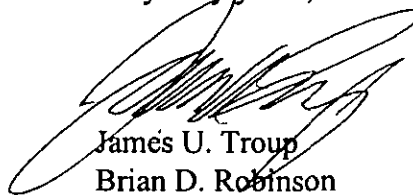
Re: Request for Interconnection of Service Electric Telephone

Dear Mr. Goldberg:

Service Electric Telephone (SET), by its attorneys and pursuant to Section 251 of the Communications Act of 1934, as amended (the Act) (47 U.S.C. § 251), hereby requests interconnection with the Bell Atlantic network for the provision of telecommunications services originating or terminating in Pennsylvania. Pursuant to Section 252(i) of the Act, SET requests that Bell Atlantic provide interconnection at the terms and conditions contained in the Bell Atlantic/MCI Metro Transmission Service, Inc. "Interconnection Agreement 1997" approved by the Pennsylvania Public Utility Commission in Docket Number A-310236F0002.

SET is very anxious to commence discussions with Bell Atlantic and requests that you direct your response to the undersigned as soon as possible. Your prompt attention to this matter is greatly appreciated.

Very truly yours,



James U. Troup
Brian D. Robinson

DOCKETED
AUG 26 1998

cc: James McNulty
Gary C. Wagner

DOCUMENT
FOLDER

DATE: March 5, 1998

SUBJECT: A-310651

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *ddt*

We attach hereto a copy of the Application of Service Electric Telephone, Inc., to provide telecommunications services as a Competitive Local Exchange Carrier to the public in Pennsylvania, which has been captioned and docketed to the above number.

Since no protests have been received within the time period, this matter is being referred to your Office to schedule it for consideration by the Commission at the next earliest Public Meeting.

Attachment

cc: Bureau of Fixed Utility Services

ddt

DOCKETED
MAR 04 1998

**DOCUMENT
FOLDER**

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE
Secretary
717-772-7772
A-310651

March 5, 1998

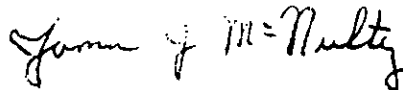
SCOTT B ALLINSON, ESQUIRE
TALLMAN HUDDERS AND SORRENTINO, PC
THE PARAGON CENTRE SUITE 300
1611 POND ROAD
ALLENTOWN PA 18104

Dear Mr. Allinson:

Please be advised that the Application of Service Electric Telephone, Inc., to provide telecommunications services as a Competitive Local Exchange Carrier to the public in Pennsylvania, has been reviewed and found to be in compliance with the filing requirements of the Commission's Opinion and Order entered June 3, 1996, at Docket Number M-00960799.

This matter is being referred to the Office of Special Assistants to schedule it for consideration by the Commission at Public Meeting.

Sincerely,



James J. McNulty
Secretary

JJM:ddt

cc: Timothy Hausman

DOCKETED
MAR 04 1998

**DOCUMENT
FOLDER**

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

The addressee named here has paid the PA P.U.C. for the following bill:

TALLMAN HUDDERS & SORRENTINO
1611 POND RD, SUITE 300
ALLENTOWN, PA 18104-2256

DOCKETED

APR 01 1998

DATE 3/31/98

RECEIPT 194130

RECEIVED
PROTHONOTARY'S OFFICE

IN RE: Application fees for SERVICE ELECTRIC TELEPHONE INC
Docket Number A-310651..... \$250.00

98 APR - 1 PM 1:01

5030

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 15874
CHECK AMOUNT: \$250.00

DOCUMENT
INDEXED
C. Joseph Meisinger
(for Department of Revenue)