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August 18, 1998

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VIA OVERNIGHT DELIVERY

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ORIGINAL

Mr. James McNulty, Secretary
Pennsylvania Public Utility Commission
North Office Building, B-20
Corner of North Street & Commonwealth Avenue
Harrisburg, PA 17120

AUG 18 1998

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DOCUMENT
FOLDER

RE: Tariffs of Hyperion Telecommunications of Pennsylvania, Inc.

Dear Mr. McNulty:

On behalf of Hyperion Telecommunications of Pennsylvania, Inc. ("HT of Pennsylvania"), enclosed please find an original and three (3) copies of the following tariffs: 1) Competitive Local Exchange Carrier Tariff; 2) Competitive Access Tariff; 3) Switched Access Tariff; and 4) IntraLATA Toll Tariff.

These tariffs are filed in accordance with the Commission's June 18, 1998, Opinion and Order issued in Docket Number A-310470 ("Certification Order"), and are consistent with subsequent discussions between counsel for HT of Pennsylvania and Ms. Janice Ragonese and Mr. Jim Strausbaugh of the Commission's Staff. Accordingly, this filing satisfies all conditions articulated by the Commission in the Certification Order. Specifically, this filing includes the following information for Hyperion Telecommunications of Pennsylvania, Inc.:

- An updated Competitive Access Tariff;
- Local exchange maps, list of exchanges and local calling areas for each exchange;
- Certificate of Incorporation;
- Certificate of Authority to Transact Business in Pennsylvania;
- Tariff revisions reflecting complete compliance with the provisions of 52 PA. CODE Ch. 64;
- Local exchange tariff provisions reflecting HT of Pennsylvania's Dual Party Relay Service Provisions and compliance with the TDD Program;
- Complete local exchange tariff provisions for Caller ID blocking;

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Hyperion Telecommunications of Pennsylvania, Inc.
Letter to Mr. James McNulty, Secretary
Pennsylvania Public Utility Commission
Page 2

- Separate Local Exchange Carrier and IntraLATA Toll Tariffs; and
- IntraLATA Toll Tariff rates.

In accordance with the Certification Order, HT of Pennsylvania's Competitive Local Exchange Carrier Tariff, Switched Access Tariff, and Competitive Access Tariff are being issued on one (1) day's notice. HT of Pennsylvania's IntraLATA Toll Tariff is being filed on sixty (60) days' notice, and thus bears an issued date of August 19, 1998 and an effective date of October 19, 1998.

Please date-stamp the enclosed extra copy of each tariff and return them in the self-addressed, postage-paid envelope provided. Should you have any questions regarding this filing, please do not hesitate to contact Kemal Hawa at (202) 945-6987.

Respectfully submitted,



Dana Frix
Kemal Hawa

Counsel for
Hyperion Telecommunications of Pennsylvania, Inc.

cc: Janet Livengood, Esq.
Service List

A-310470

HYPERION TELECOMMUNICATIONS
OF PENNSYLVANIA, INC.

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PA P.U.C. Tariff No. 4
Original Title Sheet

AUG 18 1998

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

HYPERION TELECOMMUNICATIONS OF PENNSYLVANIA, INC.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO FACILITIES-BASED INTRALATA TOLL

TELECOMMUNICATIONS SERVICES

WITHIN THE COMMONWEALTH OF PENNSYLVANIA

This tariff applies to the IntraLATA Toll Telecommunications Services furnished by Hyperion Telecommunications of Pennsylvania, Inc. ("HT of Pennsylvania" or "Company") between one or more points in the State of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, DD1 Plaza Two, 500 Thomas Street, Suite 400, Bridgeville, Pennsylvania 15017.

This tariff is filed in accordance with the Commission's June 18, 1998, Opinion and Order issued in Docket Number A-310470.

DOCKETED

OCT 09 1998

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FOLDER

Issued: August 19, 1998

Effective: October 19, 1998

By: Janet Livengood, Esq., Director of Regulatory Affairs
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Bridgeville, Pennsylvania 15017

CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
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2	Original	30	Original	58	Original
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4	Original	32	Original	60	Original
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EXPLANATION OF SYMBOLS

A revision of a Tariff page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the page, are used to signify:

C - Change in Regulation

D - Discontinued rate or regulation

I - Increased rate

M - Moved from another tariff location

N - New rate or regulation

R - Reduction in a rate or charge

T - Changed in text but no change in rate or regulation

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EXPLANATION OF TERMS

ASCII

American Standard Code for Information Interchange. An eight-level code for data transfer adopted by the American Standards Association.

ASYNCHRONOUS

Transmission in which each information character is individually synchronized usually by the use of start-stop elements. The gap between each character is not of a fixed length.

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

CALL INITIATION

The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

CENTRAL OFFICE

An operating office of the Company where connections are made between telephone exchange lines.

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EXPLANATION OF TERMS (Cont'd)

CENTRAL OFFICE LINE

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

CHANNEL CONVERSION

The termination of 1.544 Mbps Service at a customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the customer.

CHANNEL SERVICE UNIT ("CSU")

The equipment located at the customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

COMMUNICATIONS SYSTEMS

Channels and other facilities which are capable of two-way communications between subscriber-provided terminal equipment or Telephone Company stations, even when not connected to exchange and message toll communications service.

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EXPLANATION OF TERMS (Cont'd)

COMMISSION

Pennsylvania Public Utility Commission.

COMPANY

Hyperion Telecommunications of Pennsylvania, Inc., unless otherwise clearly indicated from the context.

CUSTOMER

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

CUSTOMER PREMISES EQUIPMENT ("CPE")

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DEMARCATIION POINT

The physical dividing point between the Company's network and the customer.

DIRECT INWARD DIAL ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DIRECT OUTWARD DIAL ("DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

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EXPLANATION OF TERMS (Cont'd)

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

FINAL ACCOUNT

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

FLAT RATE SERVICE

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

GROUND START

Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

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EXPLANATION OF TERMS (Cont'd)

INCOMING SERVICE GROUP

Two or more central office lines arranged so that a call to the First line is completed to a succeeding line in the group when the first line is in use.

INTERFACE

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTEROFFICE MILEAGE

The segment of a line which extends between the central offices serving the originating and terminating points.

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

JOINT USER

A person, firm, or corporation which uses the telephone service of a subscriber as provided in Section 1 of the Tariff.

LINK

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

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EXPLANATION OF TERMS (Cont'd)

LEASED CHANNEL

A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

LOCAL CALL

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

LOCAL SERVICE

Telephone exchange service within a local calling area.

LOOP START

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

LOOPS

Segments of a line which extend from the serving central office to the originating and to the terminating point.

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EXPLANATION OF TERMS (Cont'd)

MESSAGE RATE SERVICE

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

MULTI-FREQUENCY ("MF")

An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

NETWORK CONTROL SIGNALING

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and changing signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

NETWORK CONTROL SIGNALING UNIT

The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

ON-NET

Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

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EXPLANATION OF TERMS (Cont'd)

PBX

A private branch exchange.

PORT

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

PREMISES

The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

RATE CENTER

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

REFERRAL PERIOD

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

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EXPLANATION OF TERMS (Cont'd)

RESALE OF SERVICE

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without "adding value") for profit.

SERVING CENTRAL OFFICE

The central office from which local service is furnished.

STATION

Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

SUSPENSION

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

SYNCHRONOUS

Transmission in which there is a constant time interval between bits, characters or events.

T-1 SYSTEM

A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

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EXPLANATION OF TERMS (Cont'd)

TELEPHONE GRADE LINES

Lines furnished for voice transmission or for certain signaling purposes.

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TIE LINE

A dedicated line connecting two switchboards or dial systems.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

TONE DIAL SIGNALING ("TD")

An electronic signal emitted by the circuitry of Touch-Tone-type push-button dials to represent a dialed digit.

TWO WAY

A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

USER

A customer, joint user, or any other person authorized by a customer to use service provided under this Tariff.

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APPLICATION OF TARIFF

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Section 1 - APPLICATION OF TARIFF

1.1 Application of Tariff

This Tariff sets forth the service offerings, rates, terms and conditions applicable to interexchange telecommunications services provided by Hyperion Telecommunications of Pennsylvania, Inc., as follows:

The furnishing of interexchange communications services to customers within the Commonwealth of Pennsylvania.

1.1.1 Service Territory

Hyperion Telecommunications of Pennsylvania, Inc. will provide service within the Commonwealth of Pennsylvania.

1.1.2 Availability

Service is available where facilities permit.

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GENERAL RULES AND REGULATIONS

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Section 2 - GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the Commonwealth of Pennsylvania.

- a. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- b. 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 facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein. The rates set forth in this Tariff apply only to On-net services.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.1 Obligation of the Company (Cont'd)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

Whenever facilities are not immediately available to furnish service to all applicants, the order of precedence, by categories, will continue to be that followed under the Civilian Production Administration Utilities Order U-2, as amended August 7, 1946.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability

2.1.2.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.2.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any 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.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

2.1.2.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.2.5 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. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

2.1.2.7 The Company is not liable for any claims for loss or damages involving:

- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (b) Injury to property or injury or death to persons, including claims for payments made under Worker's 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;
- (c) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- (d) Any act or omission in connection with the provision of 911, E911 or similar services;
- (e) Any noncompletion of calls due to network busy conditions.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.8 The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

- (a) 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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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Use Of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.1.4 *Use and Ownership of Equipment*

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.5 Directory Errors (Cont'd)

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

1. Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.
2. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
3. Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)
4. Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.5 Directory Errors (Cont'd)

5. Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the *directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.*
6. Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give *credit without the requirement of notification by the subscribers.*

2.1.6 Blocking of Service

The Company's facilities can not be used to originate calls to other telephone company or Information Provider caller-paid information services. This includes, but is not limited to, calls to NPA 900, NXX 976, NXX 970, and other NXXs assigned to these services. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.3.2 Deposits

Subject to special provisions as may be set forth below and in Sections 2.10 and 2.11 of this Tariff, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service. *If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer.*

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.2 Deposits (Cont'd)

a. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit.

b. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.

c. Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. Notwithstanding the due date specified on the bill, payment will be considered timely if payment is received by the Company within twenty (20) days of the date of transmittal of the bill in the case of residential customers, and fifteen (15) days of the date of transmittal of the bill in the case of business customers. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3. PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.4 Return Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$10.00.

2.3.5 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.25% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. The customer may dispute bills either orally or in writing. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.
- d. Late payment charges do not apply to government agencies of the Commonwealth of Pennsylvania. These agencies are required to make payment in accordance with applicable state law.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.6 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

2.4 INSTALLATION SERVICE

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.6 TELEPHONE SURCHARGES/TAXES

2.6.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the customer's monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

2.7 [RESERVED FOR FUTURE USE]

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE

2.8.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection or as otherwise specified in Section 52 PA CODE § 64.181.

- a. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer.
- b. Suspension will not be made until at least 8 days after written notification has been mailed to the customer.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for services which have not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures shall be in accordance with the Commission's Rules and Regulations.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

- e. Nonpayment of back-billed amounts as outlined in 2.11.12.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.2 Exceptions to Suspension and Termination (Cont'd)

- f. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures shall be in accordance with the Commission's Rules and Regulations.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

- g. Nonpayment of back-billed amounts as outlined in 2.11.12.

2.8.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice; and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment

a. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification. See Section 2.10.7 regarding Deferred Payment Agreements.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 *Termination For Cause Other Than Nonpayment* (Cont'd)

c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

d. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.9.1 Application of Rates

- a. Business rates as described in this Tariff apply to service furnished:
1. In office buildings, stores, factories and all other places of a business nature;
 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 3. At any location when the listing or public advertising indicates a business or a profession;
 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 5. At any location where the customer resells or shares exchange service;
- b. Public Access Line service is classified as business service regardless of the location.
- c. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)

2.9.2 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to the telephone numbers assigned to any customer. The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.11 of this Tariff.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

2.9.3 Deposits

Deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.9.4 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS

2.10.1 Application of Rates

Residential rates as described in this Tariff apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

2.10.2 Telephone Number Changes

When a residential customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to any telephone number assigned to a customer for local service. The customer may order a Customized Number where facilities permit for an additional charge as specified in this Tariff.

When service in an existing location is continued for a new customer, the existing number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.3 Deposits

a. General

Except as provided in (b) following, the Company may require a deposit, as described in Section 2.3.2 of this Tariff, from a residential customer who is applying for service if the customer: 1) has had service terminated for nonpayment once within the preceding six-month period, or 2) is delinquent in payment. A customer is delinquent in payment if that customer has received two consecutive telephone bills without making payment of at least one-half the total arrears due on the due date of the second bill. A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.

An existing customer is an applicant for service who was a customer of the Company within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Applicants for residential service and existing residential customers are permitted to pay deposits in installments over a period not to exceed 6 months.

A new customer is an applicant for service who has not been a customer of the Company within twelve months of making the request for service. A new customer shall not be required to post a security deposit as a condition of receiving telephone service.

A seasonal customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal customer may be required to post a deposit.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.3 Deposits (Cont'd)

b. Customers Exempt from Deposits

1. A new customer or existing customer who is 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for nonpayment during the preceding six months. Proof of age will be required from any person claiming exemption from deposit requirements because of age. *If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date that verification of age is requested from an existing customer, the Company may suspend or terminate service unless the customer pays the required deposit.* Any new customer or existing customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.
2. The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income or additional state payments to post a deposit.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.3 Deposits (Cont'd)

c. Recent Payment History

A customer who has a recent payment history (within the preceding twelve months) with the Company are entitled to service without payment of a deposit unless their records indicate that they are delinquent in payment or have had service terminated for nonpayment. A customer who still owes money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the customer had service for three months and was not terminated for nonpayment during that period. (See Deferred Payment Agreements, 2.10.7 below.)

New deposits from a residential customer is reviewed after the first 3 monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to a residential customer after 1 year, unless the customer is delinquent in payment, in which case the Company may continue to retain the deposit until the delinquency is satisfied. If the service is discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.10.4 Installment Billing For Nonrecurring Charges

A residential customer may elect to pay service connection and other nonrecurring charges associated with a service order in monthly installments for up to a 12-month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.4 Installment Billing For Nonrecurring Charges (Cont'd)

Installment billing is subject to the following restrictions:

- a. Installment billing may be used only by residential customers;
- b. Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;
- c. A customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- d. More than one installment plan may be in effect for the same customer at the same time;
- e. If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
- f. A customer may elect to pay the unbilled charges before the expiration of the installment plan;
- g. Installment billing payments will continue even when an account is temporarily suspended;
- h. No interest or carrying charges will be applied to the outstanding balance during the installment period.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.5 Adjusted Payment Schedule

A customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or her bills on a reasonable schedule that is adjusted for periodic receipt of income.

2.10.6 Suspension or Termination for Nonpayment

- a. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than 6 business days after the date of the bill.
- b. After issuing the written notification in accordance with the terms of this Tariff, at least one attempt shall be made during non-working hours to contact the residential customer by telephone before the scheduled date of suspension/termination.
- c. Suspension/termination may occur only between the hours of 8 a.m. and 4 p.m. Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of *December 23 through the 26 and December 30 through January 2.*
- d. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.7 Deferred Payment Agreements

Service will not be suspended or terminated unless the customer has been advised that a deferred payment plan can be arranged. An existing residential customer with three or more months service and for whom service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). Final notice of suspension/termination will advise the customer of deferred payment arrangements and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Commission. The DPA notice will be mailed no less than six days before termination of total service.

A Deferred Payment Agreement will be for a period agreed to by both the customer and the Company.

If the Company believes that the customer has the resources to pay the bill, it shall notify both the customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a DPA should be provided. A customer with medical emergencies and a customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.8 Dishonored Checks

When a check received from a residential customer is dishonored, the company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours. The customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the customer has not submitted a dishonored check within the past 12 months.

2.10.9 Suspension or Termination - Abandonment

Suspension/termination of residential service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine occupancy or authorized use, or the customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the customer seven days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the company is advised that a new customer has moved into the location.

2.10.10 Suspension or Termination - Medical Emergencies

In the event of a medical emergency, an additional 30 days will be allowed for a residential customer before suspension or termination. A medical certificate must be supplied. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the emergency, the customer will be able to defer payment of monthly charges up to an amount specified by the Commission until the emergency ceases or it is determined that the customer has the ability to pay the charges. Charges in any month in excess of the amount specified are due by the due date of the bill.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.11 Suspension or Termination - Elderly, Blind or Disabled

An additional 20 days will be allowed before suspension or termination may occur when:

- a. the customer is known to or identified to the Company as being blind or disabled;
- b. the customer is 62 years of age or older, and all other residents of the customer's household are: under 18 years of age, over 62 years of age, blind or disabled.

In cases where service has been suspended or terminated and the Company subsequently learns that the customer is entitled to the protection established herein, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the customer's premises for the purpose of devising a payment plan.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.12 Backbilling for Residential Customers

The Company shall not charge a residential customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than twenty-four months prior to the mailing of the bill or the upward adjustment unless the conduct of the customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the customer that suspension/termination of service is not permitted for charges billed in excess of six months after the service was provided. The customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the backbilling period.

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.11.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. 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.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata 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.
- c. When main service is interrupted for a period of at least 24 hours, the Company, after notice by the customer, shall apply the following schedule of allowances except in situations provided in 2.11.1.(d).

A credit allowance will be given, upon request of the customer to the business office, for interruptions of 24 hours or more. Credit allowances will be calculated as follows:

- i. $\frac{1}{30}$ th of the monthly rate for each of the first three full 24-hour periods during which the interruption continues after notice by the customer to the Company if the out-of service extends beyond a minimum of 24 hours.
- ii. $\frac{2}{30}$ ths of the monthly rate for each full 24-hour period beyond the first three 24-hour periods referred to in 2.22.1(c)(i).

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.11.1 Credit for Interruptions (Cont'd)

- d. When service is interrupted for a period of at least 24 hours due to storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the Company rendered inoperative or substantially impaired shall apply for each full 24 hours during which the interruption continues after notice by the customer to the Company.

- e. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.11.1 Credit for Interruptions (Cont'd)

f. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.11.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- b. interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- c. 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;
- d. interruptions of service 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;
- e. interruptions of service due to circumstances or causes beyond the control of the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.12 AUTOMATIC NUMBER IDENTIFICATION

2.12.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- a. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- b. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- c. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.12 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.12.1 Regulations (Cont'd)

- d. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- e. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

2.12.2 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings.

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CONNECTION CHARGES

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Section 3 - CONNECTION CHARGES

3.1 CONNECTION CHARGE

3.1.1 General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

The connection Charge is comprised of two charges:

- a. Service Order;
- b. Premises Visit

Both charges may not be applicable in all cases.

The general application of these charges is as follows:

- a. A Service Order charge applies per customer order for all work or services ordered to be provided at one time, on the same premises, for the same customer. The charge recovers the cost of receiving, recording, and processing a customer's request for service.

	<u>Business</u>	<u>Residence</u>
Coudersport		
First	\$67.50	\$00.00
Additional	\$67.50	\$00.00
Scranton		
First	\$67.50	\$00.00
Additional	\$67.50	\$00.00

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Section 3 - CONNECTION CHARGES (Cont'd)

3.1. CONNECTION CHARGE (Cont'd)

3.1.1 General (Cont'd)

- b. A Premises Visit charge applies per customer order when the company must dispatch an employee to complete a customer-requested installation or service change. Only one charge applies per customer order.

	<u>Business</u>	<u>Residence</u>
Coudersport		
First (per 15 min. increment)	\$33.53	\$NOC
Add'l. (per 15 min. increment)	\$09.90	\$NOC
Scranton		
First (per 15 min. increment)	\$39.15	\$NOC
Add'l. (per 15 min. increment)	\$14.40	\$NOC

3.1.2 Exceptions to the Charge

- a. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- b. No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.
- c. The Company may from time to time waive or reduce the charge as part of a promotion.

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Section 3 - CONNECTION CHARGES (Cont'd)

3.2 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Tariff.

	<u>Business</u>	<u>Residence</u>
Coudersport		
First	\$101.03	\$NOC
Additional	\$77.40	\$NOC
Scranton		
First	\$106.65	\$NOC
Additional	\$81.90	\$NOC

3.3 MOVES, ADDS AND CHANGES

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

- Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.
- Add: The addition of a vertical service to existing equipment and/or service at one location.
- Change: Change - including rearrangement or reclassification - of existing service at the same location.

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Section 3 - CONNECTION CHARGES (Cont'd)

3.3 MOVES, ADDS AND CHANGES (Cont'd)

	<u>Move</u>	<u>Add</u>	<u>Change</u>
Coudersport			
Residence Charge per:			
First	\$NOC	\$NOC	\$NOC
Additional	\$NOC	\$NOC	\$NOC
Scranton			
Residence Charge per:			
First	\$NOC	\$NOC	\$NOC
Additional	\$NOC	\$NOC	\$NOC
Coudersport			
Business Charge per:			
First	\$101.03	\$101.03	\$101.03
Additional	\$77.40	\$77.40	\$77.40
Scranton			
Business Charge per:			
First	\$106.65	\$106.65	\$106.65
Additional	\$81.90	\$81.90	\$81.90

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Section 3 - CONNECTION CHARGES (Cont'd)

3.4 RECORD ORDER CHARGE

A Record Order Charge applies for work performed by the Company in connection with receiving, recording, and processing customer requests for the following.

- a. addition of directory listings
- b. change in listed name
- c. change of address
- d. change of billing party
- e. change in listed service to non-published service, not involving a change of telephone number.

A Record Order Charge does not apply when a Service Order charge also applies.

	<u>Business</u>	<u>Residence</u>
Coudersport		
First	\$67.50	\$NOC
Additional	\$67.50	\$NOC
Scranton		
First	\$67.50	\$NOC
Additional	\$67.50	\$NOC

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Section 3 - CONNECTION CHARGES (Cont'd)

3.5 CHARGES ASSOCIATED WITH PREMISES VISIT

3.5.1 Terms and Conditions

The customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Residence and Business charges may differ. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

- 2 to 6 pair inside wire
- Faceplates
- RJ11C, RJ14C, RJ11W and RJ14W type station jacks
- Staples, screws, nail, tape, connectors, etc.

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Section 3 - CONNECTION CHARGES (Cont'd)

3.5 CHARGES ASSOCIATED WITH PREMISES VISIT

3.5.2 Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

	<u>First</u>	<u>Additional</u>
Coudersport		
Trouble Isolation Charge		
Per Premises Visit, Residence: (per 15 min. increment)	\$23.40	\$9.90
Per Premises Visit, Business: (per 15 min. increment)	\$33.53	\$9.90
Scranton		
Trouble Isolation Charge		
Per Premises Visit, Residence: (per 15 min. increment)	\$0.00	\$0.00
Per Premises Visit, Business: (per 15 min. increment)	\$39.15	\$14.40

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Section 3 - CONNECTION CHARGES (Cont'd)

3.5 CHARGES ASSOCIATED WITH PREMISES VISIT (Cont'd)

3.5.3 Inside Wire Maintenance and Installation

The customer may provide inside wiring for single-line station equipment or may elect to have the Company's technicians install or maintain inside wire.

a. Inside Wire Installation Charge

Charge to be billed will be based on the actual time and materials charges incurred when a customer requests new wire and jack installation or requests existing wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring.

b. Inside Wire Maintenance Charge

The Inside Wire Maintenance Charge applies when a customer requests wire and jack maintenance. Charge to be billed will be based on the actual time and materials charges incurred when a customer requests maintenance of wiring.

3.6 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

	<u>Business</u>	<u>Residence</u>
Coudersport	\$5.00	\$5.00
Scranton	\$5.00	\$0.00

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INTRALATA TOLL USAGE AND MILEAGE CHARGES

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Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES

4.1 GENERAL

4.1.1 Description

IntraLATA toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

IntraLATA toll calling includes the following types of calls: direct dialed, calling card, collect, 3rd number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

4.1.2 Classes of Calls

Service is offered as two classes: station to station calling and person to person calling.

- a. Station to Station Service is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system.
- b. Person to Person Service is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

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Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

4.2 TIMING OF CALLS

- 4.2.1 Unless otherwise indicated, all calls are timed *in one minute increments* and all calls which are fractions of a minute are rounded up to the next whole minute.
- 4.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 4.2.3 For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- 4.2.4 Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- 4.2.5 Calls originating in one time period as defined in Section 4.3 and terminating in another will be billed the rates in effect at the beginning of each minute.
- 4.2.6 All times refer to local time.

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By: Janet Livengood, Esq., Director of Regulatory Affairs
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500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

4.3 TIME PERIODS DEFINED

Unless otherwise indicated in this Tariff, the following time periods apply.

Day, Evening and Night/Weekend Rates Apply as Follows:

- (1) Day: 8:00 a.m. to 5:00 p.m., Monday through Friday
- (2) Evening: 5:00 p.m. to 10:00 p.m., Monday through Friday
- (3) Night/Weekend: 10:00 p.m. to 8:00 a.m., All Days
8:00 a.m. to 10:00 p.m., Saturday and Sunday

4.4 REGULATIONS AND COMPUTATION OF MILEAGE

Calls for which rates are mileage sensitive are rated on the airline distance between the originating rate center and the terminating rate center.

4.4.1 Originating Rate Center

A customer's primary local exchange number includes an NXX code that is associated with a specific rate center. The originating point of all calls charged to that customer's account shall be the location of the customer's rate center.

4.4.2 Terminating Rate Center

The terminating point for all calls shall be the location of the local rate center associated with the called number.

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Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

4.4 REGULATIONS AND COMPUTATION OF MILEAGE (Cont'd)

4.4.3 Calculation of Mileage

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between any two rate centers is determined as follows:

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor tariffs. To determine the airline distance between any two locations, proceed as follows:

- a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

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Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

4.4 REGULATIONS AND COMPUTATION OF MILEAGE (Cont'd)

4.4.3 Calculation of Mileage (Cont'd)

- f. 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.

Formula:

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

4.5 CALL CHARGES

Rates are based on the duration of the call as measured according to Section 4.2 above, time of day rate period of the call as described in Section 4.3 and the airline mileage between points of the call as described in Section 4.4. In addition, where live or automated operator assistance is required for call completion or billing, a per call service applies.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3rd number billing), or to an authorized calling card.

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Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

4.5 CALL CHARGES (Cont'd)

4.5.1 Usage Charges:

a. Business Two-Point Message Toll Service

Coudersport and Scranton

<u>CALL AREA</u>	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT/WEEKEND</u>	
	<u>Initial</u> <u>Minute</u>	<u>Additional</u> <u>Minute</u>	<u>Initial</u> <u>Minute</u>	<u>Additional</u> <u>Minute</u>	<u>Initial</u> <u>Minute</u>	<u>Additional</u> <u>Minute</u>
0-10 Miles	\$0.1200	\$0.0640	\$0.0960	\$0.0400	\$0.0640	\$0.0320
11-16 Miles	\$0.1360	\$0.0800	\$0.1200	\$0.0560	\$0.0800	\$0.0480
17-22 Miles	\$0.1600	\$0.0880	\$0.1360	\$0.0640	\$0.0800	\$0.0560
23-30 Miles	\$0.1600	\$0.1120	\$0.1520	\$0.0800	\$0.0960	\$0.0640
31-40 Miles	\$0.1760	\$0.1280	\$0.1680	\$0.1040	\$0.1040	\$0.0720
41-55 Miles	\$0.1760	\$0.1280	\$0.1696	\$0.1040	\$0.1120	\$0.0720
56-70 Miles	\$0.1760	\$0.1280	\$0.1680	\$0.1040	\$0.1120	\$0.0720
71-124 Miles	\$0.1760	\$0.1280	\$0.1680	\$0.1040	\$0.1120	\$0.0720
125-196 Miles	\$0.1760	\$0.1280	\$0.1680	\$0.1040	\$0.1120	\$0.0720

DAY 8AM-5PM MONDAY -FRIDAY*

EVENING 5PM-11PM MONDAY-FRIDAY*
5PM-11PM SUNDAY*
All day Christmas, New Years, Thanksgiving, Independence and Labor Days

NIGHT & WEEKEND 8AM SATURDAY - 5PM SUNDAY*
11PM-8AM EVERY DAY*

*The time shown indicates the termination of one rate application period and the beginning of the next. Calls connected at exactly the time shown are considered in the next time period.

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Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

4.5 CALL CHARGES (Cont'd)

4.5.1 Usage Charges: (Cont'd)

b. Residence Two-Point Message Toll Service

Coudersport and Scranton

<u>CALL AREA</u>	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT/WEEKEND</u>	
	<u>Initial</u> <u>Minute</u>	<u>Additional</u> <u>Minute</u>	<u>Initial</u> <u>Minute</u>	<u>Additional</u> <u>Minute</u>	<u>Initial</u> <u>Minute</u>	<u>Additional</u> <u>Minute</u>
0-10 Miles	\$NOC	\$NOC	\$NOC	\$NOC	\$NOC	\$NOC
11-16 Miles	\$NOC	\$NOC	\$NOC	\$NOC	\$NOC	\$NOC
17-22 Miles	\$NOC	\$NOC	\$NOC	\$NOC	\$NOC	\$NOC
23-30 Miles	\$NOC	\$NOC	\$NOC	\$NOC	\$NOC	\$NOC
31-40 Miles	\$NOC	\$NOC	\$NOC	\$NOC	\$NOC	\$NOC
41-55 Miles	\$NOC	\$NOC	\$NOC	\$NOC	\$NOC	\$NOC
56-70 Miles	\$NOC	\$NOC	\$NOC	\$NOC	\$NOC	\$NOC
71-124 Miles	\$NOC	\$NOC	\$NOC	\$NOC	\$NOC	\$NOC
125-196 Miles	\$NOC	\$NOC	\$NOC	\$NOC	\$NOC	\$NOC

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Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

4.5 CALL CHARGES (Cont'd)

4.5.2 Per Call Service Charges

The following service charges apply to intraLATA toll calls for which live or automated operator assistance is provided for call completion and/or billing.

Coudersport and Scranton

Operator Station to Station	\$ 1.30
Person to Person	\$ 3.50
3rd Number Billing	\$ 1.75
Collect Calls	\$ 1.75
All other Operator Assistance	\$ 1.75

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By: Janet Livengood, Esq., Director of Regulatory Affairs
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COMMONWEALTH OF PENNSYLVANIA

DATE: September 10, 1998

SUBJECT: A-310547, A-310354, A-310646,
A-310470, A-310378

TO: Office of Fixed Utility Services

FROM: *wjz* James J. McNulty, Secretary

KJR

APPLICATION OF HYPERION SUSQUEHANNA TELECOMMUNICATIONS,
HYPERION TELECOMMUNICATIONS OF HARRISBURG, INC., HYPERION
TELECOMMUNICATIONS OF PENNSYLVANIA, INC., PECO HYPERION
TELECOMMUNICATIONS

Attached is copy of a Petition for Amendment NUNC
PRO TUNC of Hyperion Susquehanna Telecommunications,
Hyperion Telecommunications of Harrisburg, Inc.,
Hyperion Telecommunications of Pennsylvania, Inc., and
Peco Hyperion Telecommunications filed in connection
with the above docketed proceedings.

This matter is assigned to your Office for
appropriate action.

Attachment

cc: BFUS

wjz

DOCKETED
SEP 11 1998

DOCUMENT
FOLDER

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

DOCKETED

OCT 02 1998

IN THE MATTER OF THE PETITION OF :

HYPERION SUSQUEHANNA :
TELECOMMUNICATIONS :
HYPERION TELECOMMUNICATIONS OF :
HARRISBURG, INC. :
HYPERION TELECOMMUNICATIONS OF :
PENNSYLVANIA, INC. :
PECO HYPERION TELECOMMUNICATIONS :

DOCKET NO. A-310547
DOCKET NOS. A-310354,
A-310646, A-310470
DOCKET NO. A-310470
DOCKET NO. A-310378

KJR

FOR AN AMENDMENT NUNC PRO TUNC TO :
THE OPINION AND ORDERS AUTHORIZING :
THE HYPERION COMPANIES TO OFFER, :
RENDER, FURNISH OR SUPPLY :
COMPETITIVE LOCAL EXCHANGE, :
COMPETITIVE ACCESS, AND :
INTEREXCHANGE TELECOMMUNICATIONS :
SERVICES IN PENNSYLVANIA :

DOCUMENT
FOLDER
RECEIVED

SEP 24 1998

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ANSWER OF THE UNITED TELEPHONE COMPANY OF
PENNSYLVANIA ("SPRINT") TO
PETITION FOR AMENDMENT NUNC PRO TUNC OF THE
HYPERION COMPANIES' CERTIFICATION ORDERS

AND NOW, comes The United Telephone Company of Company, L.P.
doing business as Sprint, and files an Answer to Hyperion Companies'
Petition for Amendment *Nunc Pro Tunc* of Their Certification Orders.
In support of its opposition to Hyperion's request, Sprint states as
follows:

1. Hyperion's request is in the nature of a petition for
reconsideration and not a petition for relief. Sprint submits that
petitions to amend competing local exchange carrier ("CLEC")
authority under the Commission's procedures set forth in Docket No.
M-00960799, In Re: Implementation of the Telecommunications Act of
1996, must be accomplished via the new entry procedures specifically

set forth in the Commission's Order entered June 3, 1996, at pages 7-9. See, Exhibit A attached hereto and incorporated herein by reference. Hyperion's request is for entry into service territories that constitute new entry to incumbent local exchange carriers ("ILEC") affected by Hyperion's original application. The process that the Commission set forth in its Order on Reconsideration entered September 9, 1996, at 5, requires that ILECs must be served by a competing local exchange carrier ("CLEC") with a copy of the CLEC's application, as well as the requisite tariffs that are filed with that application. See, Exhibit B attached hereto and incorporated herein by reference.

2. There is nothing in the Commission's Orders entered in the Hyperion applications to suggest that the Commission inadvertently limited Hyperion's authority to the service territories of Bell Atlantic-Pennsylvania, Inc. ("BA-PA) and GTE North, Inc. ("GTE"). The Commission's Orders speak for themselves.

3. Sprint is without sufficient information to know what the Hyperion companies intended as their service territories; however, they could have raised this issue as a legitimate Petition for Reconsideration in a timely fashion after the entry of the respective Orders. Such Petitions for Reconsideration must be filed within fifteen (15) days after the Commission Order involved is entered (52 Pa. Code §5.572(c)). Hyperion, however, failed to do so. This inaction on Hyperion's part also argues for the need to treat Hyperion's request as new applications for entry, with the

appropriate protest period, and hearings if the issue of fitness is raised.

4. This statement is in the nature of argument and requires no response; however, Sprint notes that the Commission's Orders, policies and procedures for competitive entry speak for themselves.

5. Sprint submits that the Commission's Certification Orders for Hyperion do not make explicit their authority to provide service in areas other than those served by BA-PA and GTE, because that is what the Commission intended. Hyperion cites to the example of Sprint/United Telephone of Pennsylvania as not being a rural local exchange carrier ("LEC"); however, the issue of that rural status has not been "denied," but rather it is still currently before the Commission for consideration in Docket No. M-00960799F0002 and Docket No. I-00940035, Rural Telephone Company Status. Sprint has provided evidence to show that its local operating company is, in fact, a rural local exchange company under the Telecommunications Act of 1996. Sprint has not waived arguments for rural LEC status by entering into agreements with Hyperion or any other CLECs. The issues are separate and distinct. Sprint can invoke the rural status, while at the same time allowing competition in its service territory.

6. While Sprint has entered into negotiations with Hyperion for a local traffic exchange agreement, Sprint does, in fact, dispute Hyperion's authority to provide service in its territory. Sprint currently is involved in a complaint proceeding with Hyperion, and it was only during the discovery process of that case

that Sprint learned that Hyperion was without CLEC authority in Sprint's territory. For all of the reasons set forth below, Sprint further contests Hyperion's request for enlargement of its Certification Orders, based upon flagrant violations of the Commission's Orders generally and those Orders specifically associated with the Hyperion companies:

a. Sprint has conducted an examination of Hyperion's files at the Pennsylvania Public Utility Commission's Secretarial Office and has found that the companies are not in compliance with the Commission's Orders.

b. The Hyperion companies have not complied with the Commission's Order on Reconsideration in Docket No. M-00960799, In Re: Implementation of the Telecommunications Act of 1996, entered September 9, 1996. That Order requires that the ILEC be served by the competitive local exchange provider with a copy of the CLEC's application. At no time was Sprint served with applications, or required initial tariffs, by any of the Hyperion companies. The only tariffs on file were those attached to Hyperion's original applications and those which the Commission has found to be deficient.

c. Sprint also cannot find compliance with the Commission's requirement in its Order on Reconsideration at page 6 that applicants file, along with their application, a copy of their Articles of Incorporation.

d. The Commission found for the Hyperion companies that there were "several deficiencies in the proposed CLEC and intraLATA toll

tariff" It further directed the companies to work with the Commission's Bureau of Consumer Services and Bureau of Fixed Utility Services to resolve the deficiencies. The companies were directed to file their initial CLEC and initial intraLATA toll tariffs, consistent with the resolution reached with the Commission's Staff. Copies of those tariffs also were directed to be served upon the same entities receiving service of the original application, including the incumbent local exchange carrier. Sprint has not been served with any revised tariffs that purport to correct the deficiencies in the Commission's Order.

e. The companies also were directed that if the time required for such resolution exceeded sixty (60) days, they shall file monthly status letters with the Commission's Secretary. The file at the Commission did not indicate that such monthly status letters have been filed.

f. In the Orders, the companies were directed to file affiliated interest agreements relative to their transactions with affiliates. An examination of the Commission's files shows that the companies have not done so.

These violations of the Commission's Orders are significant and bear on Hyperion's fitness.

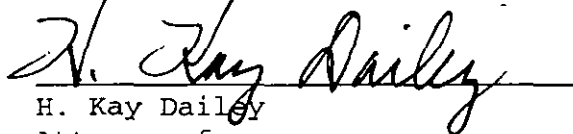
7. Sprint is without sufficient information to know whether Hyperion has leased fiber optic telecommunications capacity in the areas currently served by Sprint; however, Sprint submits that Hyperion has done so at its own risk since it was not authorized to be in Sprint's service territory. The agreement between Hyperion

and Sprint that is referenced was entered into and filed, based on Hyperion's representation to Sprint that the companies were certificated in Sprint's service territory. That certification is the number one requirement of Sprint before orders can be processed for local service by CLECs. See, Exhibit C attached hereto and incorporated herein by reference.

8. Sprint submits that contrary to Hyperion's claim, the Commission specifically has ordering paragraphs in the respective Hyperion Orders that limit the CLEC activity to the BA-PA and GTE territory. Such ordering paragraphs do not constitute "dicta."

WHEREFORE, for all of the foregoing reasons, Sprint respectfully requests that the Commission refuse to modify the Hyperion Certification Orders *Nunc Pro Tunc*; that Hyperion be required to expand its CLEC authority only through proper applications, following the new entry procedures; that the Commission's protest procedure be allowed for interested and affected parties; and that the issue of Hyperion's fitness, for the reasons set forth above, be scheduled for hearing.

Respectfully submitted,



H. Kay Dailey
Attorney for
The United Telephone Company
of Pennsylvania
1201 Walnut Bottom Road
Carlisle, PA 17013
717/245-6346

Dated: September 24, 1998

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CUMBERLAND :

Russell R. Gutshall, being duly sworn according to law,
deposes and says that he is the Senior Regulatory Affairs Manager of
The United Telephone Company of Pennsylvania; that he is authorized
to and does make this Affidavit for it; that the facts set forth in
United's Answer to Petition are true and correct to the best of his
knowledge, information and belief; and that he expects The United
Telephone Company of Pennsylvania to be able to prove the same at
any hearing hereof.

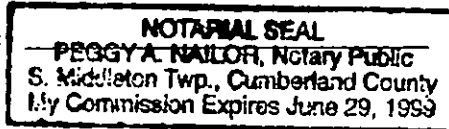


Russell R. Gutshall

Sworn to and subscribed
before me this 24th day
of September, 1998.



My commission expires:



CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of The United Telephone Company of Pennsylvania's, doing business as "Sprint," Answer to Petition to Amend Application upon parties of record and the Chief Administrative Law Judge in this proceeding in accordance with the requirements of 52 Pa. Code §1.54:

Honorable Robert A. Christianson
Chief Administrative Law Judge
Pennsylvania Public Utility Commission
Commonwealth Avenue and North Street
Harrisburg, PA 17105-3265

Dana Frix, Esq.
Kemal Hawa, Esq.
Swidler & Berlin
3000 K Street, NW
Suite 300
Washington, DC 20007-5116

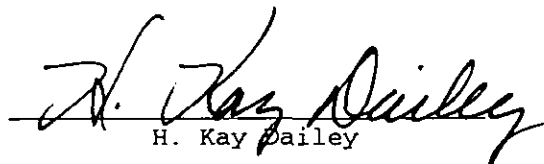
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923

Office of Special Assistants
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

Office of Trial Staff
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Dated this 24th day of September, 1998.


H. Kay Bailey

Counsel for
The United Telephone Company
of Pennsylvania

SUPERSEDING MEMO

DATE: September 29, 1998

SUBJECT: A-310547, A-310354, A-310646,
A-310470, A-310378

TO: Office of Special Assistants

FROM: *WJZ* James J. McNulty, Secretary

KJR

APPLICATION OF HYPERION SUSQUEHANNA TELECOMMUNICATIONS
, HYPERION TELECOMMUNICATIONS OF HARRISBURG, INC.,
HYPERION TELECOMMUNICATIONS OF PENNSYLVANIA, INC., PECO
HYPERION TELECOMMUNICATIONS

Please be advised the assignment issued to the Office of Fixed Utility Services on September 10, 1998 regarding Petition for Amendment NUNC PRO TUNC of the above Hyperion Companies, filed in connection with the above docketed proceeding is re-assigned to your Office for appropriate action.

cc: BFUS

wjz

DOCKETED
SEP 30 1998

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FOLDER