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A-311373 F0002 ORIGINAL

November 30, 2006

VIA HAND DELIVERY

James McNulty, Secretary
PA Public Utility Commission
Commonwealth Keystone Bldg.
2nd Fl., 400 North Street
P.O. Box 3265
Harrisburg, PA 17105-3265

RECEIVED
NOV 30 2006
11:32 AM

Re: Salsgiver Telecom, Inc.
Initial Tariff Filings

Dear Secretary McNulty:

Enclosed is an original and three (3) copies of both the Initial CLEC Tariff (Pa. PUC Tariff No. 2) and the Initial Switched Access Tariff (Pa. PUC Tariff No. 3) of Salsgiver Telecom, Inc. Changes were made to each of these tariffs pursuant to Appendix A to the Order of the Commission adopted October 19, 2006. The Appendix pages which correspond to these tariffs are attached and note the changes made to each tariff.

As required in the Order, the tariffs are effective upon one (1) day's notice and will be served appropriately.

Please contact me at the above number or contact Deanne O'Dell, Esquire at 255-3744 if you have any questions.

Sincerely,
Bernadette Kaiser
Bernadette C. Kaiser
Paralegal

For WOLF, BLOCK, SCHORR and SOLIS-COHEN LLP

Enclosures
cc: Melissa Knerr (via email)

HAR:69903.1/sal212-234106

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Initial CLEC Tariff and CLEC Switched Access Tariff upon the participants listed below in accordance with the requirements of 52 Pa. Code Section 1.54 (relating to service by a participant).

VIA FIRST CLASS MAIL

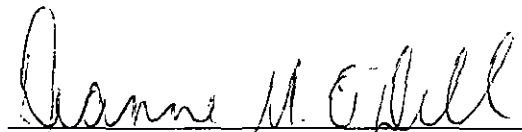
Ronald Weigel
Verizon Pennsylvania, Inc.
Strawberry Square, 4th Floor
Harrisburg, PA 17101

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

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

Mike Swindler, Esquire
Gina Matz, Esquire
Mark Thomas, Esquire
Thomas Thomas Armstrong & Niesen
212 Locust Street, Suite 500
P. O. Box 9500
Harrisburg, PA 17108-9500

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



Deanne O'Dell, Esquire

Date: November 30, 2006

SECRETARY'S BUREAU
NOV 30 2006 3:32

The following changes were made as requested and other changes are noted below.

CLEC LOCAL TARIFF NO. 2		
<i>Sheet</i>	<i>Section</i>	<i>Correction needed</i>
Title		Please add "Business Only Service Offering" for clarity - Language Added
All		Place text at bottom of header on all pages stating "Competitive Local Exchange Carrier – Local Tariff" - Language Added
8	E. (c)	Delete phrase “, and charges for Service from other Carriers’ tariffs” – the Company is only permitted to reference its own services and charges. Phrase Deleted
8	F.	Add contact information for the PUC’s Bureau of Consumer Services, PO Box 3265, Harrisburg, PA 17105; 1-800-782-1110 Information added
26	U.	Revise “IntraLATA Toll Presubscription” - see sample text in Attachment 1. Section Revised
8	E. (d)	Changed return check charge to twenty dollars (\$20) to conform with charge in Switched Access tariff

2005/01/30 PM 3:32
SECRETARY'S BUREAU

SALSGIVER TELECOM, INC.

SALSGIVER TELECOM, INC.

ORIGINAL

COMPETITIVE LOCAL EXCHANGE SERVICES
FACILITIES-BASED AND RESOLD

**DOCUMENT
FOLDER**

BUSINESS ONLY SERVICE OFFERING

INCLUDING
REGULATIONS AND SCHEDULES OF RATES

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

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

DOCKETED
DEC 04 2006

SECRETARY'S BUREAU
2006 NOV 30 PM 3:33

Issued: November 30, 2006

Effective: December 1, 2006

By: Lisa V. Salsgiver
Executive Vice President
301 5th Street
Freeport, PA 16229

CHECK SHEET

Sheets 1 through 32 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>No. of Revision</u>	<u>Page</u>	<u>No. of Revision</u>
Title Page	Original	29	Original
Check Sheet	Original	30	Original
Table of Contents	Original	31	Original
1	Original	32	Original
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
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28	Original		

Issued: November 30, 2006

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 Executive Vice President
 301 5th Street
 Freeport, PA 16229

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LOCAL EXCHANGE SERVICES

TARIFF INFORMATION

1.1 TARIFF FORMAT

1.1.1 Sheet Numbers

Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially in each Section. When a new sheet is added between existing sheets with whole numbers, an alpha character is added. For example, a new page added between pages 4 and 5 would be 4A.

1.1.2 Revision Numbers

Revision numbers also appear in the upper right hand corner of the sheet. These numbers are used to determine the most current sheet version on file. For example, a Fourth revised sheet cancels a Third revised sheet.

1.1.3 Numbering Sequence

There are nine levels of alpha-numeric coding. Each level is subservient to its next higher level. The following is an example of the numbering sequence used in this tariff.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a)1.

1.1 TARIFF FORMAT (Cont'd)

1.1.3 Numbering Sequence (Cont'd)

2.1.1.A.1.(a)I.(i)

2.1.1.A.1.(a)I.(i)(1)

1.1.4 References To Other Rate Schedules

Whenever reference is made to other rate schedules, the reference is to the rate schedules in force as of the effective date of the reference, and to amendments thereto and successive issues thereof.

1.1.5 Explanation of Tariff Revisions Symbols

These symbols will appear in the right hand margin, when applicable.

(C) - To signify change.

(D) - To signify decrease.

(I) - To signify increase.

1.1.6 Trademarks and Service Marks

Trademarks and Service Marks to the extent, if any, used throughout this tariff, are Trademarks and Service marks of SALSGIVER TELECOM, INC. and are as specified in the Master Table of Contents and/or the appropriate Service of this tariff.

SALSGIVER TELECOM, INC.

Telephone Pa. P.U.C. No. 2

Original Page/Sheet 3

Competitive Local Exchange Carrier – Local Tariff

APPLICATION OF TARIFF

This tariff contains the regulations and charges applicable to facilities based and reseller Local Exchange telecommunications services provided by Salsgiver Telecom, Inc. to Customers within the service areas of Verizon Pennsylvania, Inc. and Verizon North, Inc.

Issued: November 30, 2006

Effective: December 1, 2006

By: Lisa V. Salsgiver
Executive Vice President
301 5th Street
Freeport, PA 16229

**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS AND
BILLING AGENTS**

1. Concurring Carriers - Not applicable
2. Connecting Carriers - Any type of call or Service provided to a Customer under this tariff may be connected by any other underlying Local Exchange carrier that is properly certified by the Pennsylvania Public Utility Commission.
3. Other Participating Carriers - not applicable
4. Billing Agents - Any type Service provided to Customer under this tariff or under any other tariff shall be billed directly to the Customer by the Company. No other billing agents are utilized.

DEFINITION OF TERMS

Additional terms are defined in context throughout the tariff pages

Audio Text - Any pay per call service in which Subscriber is connected to an Entity (usually an information provider) that charges Customer on Customer's phone bill, for calling the entity.

Carrier - Any Commission certified telephone utility.

Company – Salsgiver Telecom, Inc. located at 301 5th Street, Freeport, Pennsylvania.

Commission - The Pennsylvania Public Utility Commission.

Customer- an entity seeking or receiving service from the Company.

CLEC - Competitive Local Exchange Carrier.

ILEC - Incumbent Local Exchange Carrier

Entity - partnership, corporation, association or any other legal organization.

Mail - United States Postal Service or any other courier or carrier that regularly engages in the delivery of packages.

Service - Telecommunications provided in accordance with the Public Utility Code to individuals or entities for use in a trade or business.

Suspension - Temporary disallowance or blocking of Service.

Subscriber - Customer or any other user of Service.

Termination - Permanent discontinuance of Service.

RULES AND REGULATIONS**A. Service Offered**

Service Offering: The Company may offer all (at Company's discretion) the types of Service that Carriers offer to the general public. In addition, Company may offer other services. Services are available on a full time basis, 24 hours a day, seven days a week.

B. Service Availability

(a) The Company offers Service to all those who desire to purchase Service from the Company consistent with the provisions of this tariff. Customers interested in the Company's Services shall file a Service application with the Company which fully identifies the Customer and identifies the Services requested. Such application may be provided to the Company either verbally or in writing. If the application is provided verbally the following conditions apply:

1. The Company will ask for information to confirm the identity of the Customer in the form of Social Security Number, and/or Driver's License Number, and/or Previous Address, etc., and;

2. The Company shall verify one or more of the above items for accuracy by matching Customer supplied information with a Consumer Reporting Agency's records or other agency which keeps similar records.

3. The Company may for verification purposes, at its option, tape record all or part of the verbal application when provided over the telephone.

In such instances where the Customer-supplied verbal identity information does not match the consumer reports records or other agencies' records, the Company will require positive identification and a written application before Service is considered.

(b) Service is offered subject to the Company's ability to technically provide the Service requested and subject to the availability of the necessary facilities, equipment, and personnel.

(c) The Company reserves the right to examine the credit record of all Service applicants and require a Service deposit when Company in its sole discretion determines security necessary to assure future payment.

C. Nonrecurring Charges. All one time or other non-recurring Service charges incurred in any one month are due and payable by the due date on the invoice. In the event the Company is delayed in mailing an invoice to Customer, the Company will extend the due date for that invoice a minimum amount of time such that in no circumstance will a Customer be expected to pay any sooner than twenty days from the date the invoice was deposited in the mail to Customer.

D. Recurring Charges Also referred throughout as "Monthly Charges"

The Company may charge Customer certain monthly charges for Services. Recurring charges are billed one month in advance. When a Service is established, the first month charge for started Service is a pro rata share of the recurring charge plus the recurring charge. Recurring charges are due and payable by the due date on the invoice with the same delay in mailing provision in C. above.

E. Customer Payment for Services

(a) Customer responsible for paying charges may be an individual or entity. In the case of an entity, the entity itself is initially responsible for all charges on the account provided the Company may, in this case, require an individual to be co-responsible in his/her individual capacity for the telecommunications charges that the entity incurs.

(b) In the case where:

1. Amounts are uncollectible from the Customer who initially requested telecommunications Service, and

2. There are other entities who have been identified as using the telecommunications Services provided by Company, then Company may hold those other entities and/or individuals responsible for the charges for Services that they utilized. In no case would an employee or agent of an entity acting in the course of employment for that entity be responsible to Company for the charges billed to the entity that initially requested Service unless said employee or agent agreed to be co - responsible pursuant to Section E.(a) above.

(c) Customer or user will be billed and is responsible for payment of applicable local, state and federal taxes assessed, as well as charges which originate from another entity other than Carrier and are added to Customer's invoice, including state and federally

mandated surcharges and fees such as the Telecommunications Relay Service (TRS).

(d) Customer will be liable for twenty dollar (\$20.00) charge for each payment dishonored or returned from the bank for any reason.

F. Billing Disputes

Billing disputes must be sent in writing to Company's office where the payment is due and must be received on or before the date the payment is due. Customer also may contact the PUC's Bureau of Consumer Services via mail or phone:

Via mail: PO Box 3265, Harrisburg, PA 17105; via phone: 1-800-782-1110

G. Cancellation or Termination of Service

(a) Customer Cancellation. Customer may cancel Service voluntarily. To cancel, Customer must give five (5) days verbal or written notice of cancellation of Service to Company. If Customer gives Company five (5) days notice of cancellation, Company will discontinue Service and billing as early as the fifth (5th) day after Company received cancellation notice and Company will not incur any liability due to loss of Service to Customer.

In the event Customer fails to give Company five (5) days notice of cancellation of Service and arranges for new Service through another carrier, charges from this Company will continue to accrue and Customer will remain liable for paying said charges. Company is not liable for acts or omissions of other carriers. Company does not warrant the merchantability or fitness of any other carrier or carrier's ability to properly establish replacement Service for Customer. If Customer cancels Service with Company and Customer's intended new carrier has not made proper arrangements for establishing Service, then Customer may experience an outage of Service and Company's responsibility for Service ends on the fifth (5th) day after notice of cancellation. In this case, Company is without liability for damages due to loss of Service to Customer.

(b) The Company may Suspend Service to Customer or subscriber for nonpayment of undisputed charges or other violation of this tariff or provision of law upon seven (7) days notice to the Customer without incurring any liability for damages due to loss of Service to the subscriber.

(c) The Company may Terminate Service to Customer or subscriber for nonpayment of undisputed charges or other violation of this tariff or provision of law upon ten (10) days notice to the Customer without incurring any liability for damages due to loss of Service to the subscriber.

(d) In the event the Company Terminates Service due to nonpayment as discussed in section G.(b) or G.(c) above or in the event Customer cancels Service prior to the successful completion of a mutually agreed upon contract term, the Company may, at its option, disallow any discounts that were promised to the Customer.

(e) Service is furnished subject to the condition that it will not be used for an unlawful purpose. Company may Terminate Service without advance notice and without liability to Customer or subscriber if any law enforcement agency, acting within its jurisdiction, advises that such Service is being used or will be used in violation of law, or if the Company receives other evidence that such Service is being or will be so used.

(f) The Company may Terminate Service without advance notice and without liability to Customer or subscriber for any Service which is used in such a manner as to interfere with the Service of others, that is used for any purpose other than a means of communication, or that is used in a harmful, threatening, or harassing manner.

H. Liability and Interconnections

(a) The Company is not liable for any act or omission of any other entity or Carrier furnishing a portion of the Service or any acts or omissions of the Customer or other Carrier.

(b) Service furnished by the Company may be interconnected with the services or facilities of other Carriers or private systems. However, Service furnished is not a joint undertaking with other parties.

(c) In the event that interruptions, omissions, defects, errors, mistakes or delays in transmission occur in the course of furnishing Service not caused by negligence of the subscriber or Customer, the liability of the Company for damages arising therefrom shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which such interruption, omission, defect, error, mistake or delay in transmission occurs. No other liability shall in any case attach to the Company.

(d) The Company, except as provided herein, shall not be liable for damage claimed on account of errors in, or omissions from, telephone directories, nor for the result of publication of such errors in the directory, nor will the Company be a party to controversies arising between subscribers or others as a result of listings published in telephone directories. Claims for damages on account of interruptions to Service due to errors in or omissions of directory listings will be limited to an amount equivalent to the proportionate charge for that part of the Customer's Service which is impaired, but not to exceed one-half the local Service charges

for the Service items affected for the period from the date of issuance of the directory in which the mistake occurred to the date of issuance of a new directory containing the proper listing.

(e) When main telephone Service is interrupted for a period of at least 24 hours, the Company, after due notice by the Customer, shall apply the following schedule of allowances except in situations as provided in Paragraph 2:

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

2/30 of each full 24 hour period beyond the first three 24 hour periods. However, in no instance shall the allowance for the out-of-Service period exceed the total charges in a billing period for the Service and facilities furnished by the company rendered inoperative to the extent of being useless.

2. When Service is interrupted for a period of at least 24 hours due to such factors as 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 to the extent of being useless shall apply for each full 24 hours during which the interruption continues after notice by the Customer to the company.

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

The foregoing allowances shall not be applicable where Service is interrupted by the negligence or willful act of the Customer to Service or where the company pursuant to the terms of the contract or tariff for Service Suspends or Terminates Service for non-payment of charges or for unlawful or improper use of facilities or for any other reason provided for in the filed and effective tariff.

(f) Liability of the Customer

(1) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or

Competitive Local Exchange Carrier – Local Tariff

contactors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

(2) To the extent caused by any negligent or intentional act of the Customer as described in (f)(1), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (a) any loss, destruction or damage to property of any third party, and (b) and liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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

I. Rate Regulation

(a) All types of Service subject to regulation by the Commission will be billed to Customer as set forth in the Rate Section of this tariff. The Company reserves the right to negotiate on a case-by-case basis a contractual rate.

(b) In the event Company Terminates Service to Customer under applicable conditions in this tariff, Company may elect to void any discounts for prompt payment or account in good standing and bill the Customer at the full tariffed rates or at the ILEC's Rates and Charges in effect whichever may be greater for those Services rendered and billed that remain delinquent and unpaid.

J. Security Deposits

A deposit, in accordance with Commission regulations at 52 PA Code, Chapter 64 may be required as security for future bills. Deposits along with any applicable interest will be returned in accordance with Commission regulations at 52 PA Code, Chapter 64. The fact that an applicant, subscriber, or Customer pays a deposit in no way relieves the applicant or subscriber

Competitive Local Exchange Carrier – Local Tariff

from complying with the Company's regulations as to the prompt payment of bills or constitutes a waiver or modification of the regular practices providing for suspension or termination of Service due to non-payment. Security Deposits, when required, will be equal to not more than two months estimated usage as computed by the Company and will in all respects be consistent with Commission regulations at 52 Pa. Code §§64.31 - 64.41.

K. Pennsylvania Telecommunications Relay Service**1. General**

The Pennsylvania Telecommunications Relay Service (PA TRS) is a relay telecommunication service for the deaf, hearing and/or speech disabled population of the Commonwealth. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech as provided in AT&T Communications of Pennsylvania, Inc.'s Tariff Telephone PA. P.U.C. No. 24.

2. Surcharge

In addition to the charges provided in this tariff and other intrastate toll tariffs in which this Company concurs, a surcharge will apply to all residence and business access lines served by this Company. This surcharge applies regardless of whether or not the access line uses the PA TRS.

The surcharge serves as the funding vehicle for the operation of the PA TRS, and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the PA TRS surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing with July 1 of each year.

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

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

The following surcharge rates apply to all customer bills issued on or after July 1, 2006.

Per business access line, per month	\$0.09
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Centrex lines will be charged on an equivalency basis as determined by the Commission.

3. Rates

Local calls will be charged at the applicable local flat rate or local measured service rate, except for calls originating from Pay Telephones, which shall be completed free of charge.

L. Caller ID Blocking

Customer may block his number and name from being displayed on a dialed party's caller ID Service. Customer may issue this block on a per-call basis by dialing a special code prior to the placing of a call or may order this Service from the Company on a per line basis. Per-call blocking and per-line blocking are available to all Customers and are free of any monthly or usage charges. However, the addition or removal of per-line blocking is available only through a Service Order with the Company. A Customer who has chosen per-line blocking may deactivate the blocking Service on a per-call basis by dialing a special code prior to placing each call. Per-call blocking and unblocking are available on an unlimited basis.

M. Enhanced 911 Service

(a) General. Enhanced 911 Service is a telephone exchange communication Service whereby a Public Safety Answering Point ("PSAP"), serving the Customer's local area, may receive and answer telephone calls placed by a Customer or subscriber dialing the number 911. This E911 Service is offered in three components: Originating E911, Transport E911, and E911 Record Storage. The combination of these three components is collectively called E911.

The following terms and conditions apply to E911 Service:

1. All 911 calls from Company must be accepted by the 911 PSAP.
2. The PSAP operator is responsible for the dispatch of police, fire, ambulance or other emergency personnel summoned by the party seeking assistance.
3. E911 Service information consisting of the name, address, and telephone numbers of telephone subscribers whose listings are not published is confidential and the PSAP shall use this information only for the purpose of responding to 911 Service calls.
4. Any party residing in the PSAP's serving area forfeits the privacy afforded by non-listed and non-published Service to the extent that the Customer's name, telephone number, and address may be furnished to the PSAP.

5. The Company shall not be liable for any loss or damages arising from errors, interruptions, defects, failures or malfunctions of E911 Service. The Company's liability and obligation to furnish E911 Service are limited as set forth in this Tariff and the Public Safety Emergency Telephone Act of the Commonwealth of Pennsylvania.

(b) **Originating E911.** The Company endeavors to make an Originating E911 Service available to all Customers; whereby a Customer may dial 911 and Company will forward the call to a PSAP under the terms and conditions of this Tariff. This Originating E911 Service is subject to the limitations of liability contained in this section and is subject to the availability of a PSAP in Customer's area and the technical ability of Customer's PSAP to receive and answer a 911 call.

(c) **Transport E911.** The Company offers a Transport E911 Service whereby Company will transport a Customer's E911 call to the PSAP by interconnecting the call to Customer's PSAP-designated interconnection point and providing the PSAP with the calling party's telephone number.

(d) The Company will provide E911 Record Storage to the extent it will enter Customer's information or will forward the Customer's information to the database designated by the PSAP. Customer "information" in this paragraph means: Customer name, address, and telephone number.

(e) Rates.

1. Originating E911 Service: No Charge.

2. Transport E911 Service: Available to all PSAPs. No establishment charges or monthly charges. However, access charges apply. Access Service may be provided through Company (see Company's Pa P.U.C. No. 4 Tariff) or through another Carrier or both.

3. E911 Record Management. Available to all PSAPs. No establishment charges or monthly charges.

N. Telephone Numbers

The Company reserves the right to change the telephone number or numbers of a subscriber's station or stations as the exigencies of the business may require.

O. Identification of Public Announcements

For the purposes of identification, subscribers to telephone Service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the Service and the address at which the Service is provided. Subscribers transmitting factual public announcements such as Time, Weather, Stock Market quotations, Airline schedules and similar information are excluded from the preceding condition.

For subscribers not complying with the foregoing the announcing device will be subject to disconnection from the telephone lines.

The Company reserves the right to release, upon request, the names and addresses of subscribers who transmit recorded or taped public announcements over Company facilities, when the announcing device is provided by either the Company or the subscriber.

P. Company's Facility Based Services

1. General

(a) Service is available anywhere in the service areas of Verizon Pennsylvania Inc. and Verizon North Inc. However, Company's Facility Based Exchange Service is available only at designated point(s) of presence or "POP." The Company's POP location is shown below.

(b) Company's Facility Based Exchange Service has four components, further explained in section P (3).

- (i) Dial Tone
- (ii) Local Calling
- (iii) Custom Calling
- (iv) Miscellaneous

In addition to access to a Company POP, Dial Tone must be purchased for Local Calling, Custom Calling, or Miscellaneous items to operate.

2. Service Areas & POP Locations

Company POP Location

301 5th Street
Freeport, Pa 15219

3. Facility Based Exchange Service Component Product Descriptions

(a) Dial Tone

(i) Dial Tone Service

Includes local exchange service with network access, central office equipment with push button dialing capability, inside plant distribution wire, cable drop wire to inside point of Demarcation at POP, and necessary switch software to maintain and operate subscriber Service features.

The monthly rates shown in this tariff do not include any terminal equipment telephones, ringers, couplers, or inside wiring.

(ii) Dial Tone Connection Charge

The Dial Tone Connection Charge is a non-recurring, one-time charge for activating Dial Tone Service and arranging a voice grade service appearance at the Company's POP. This charge covers the service order costs in addition to the labor costs associated with activating Dial Tone Service. This charge includes, but is not limited to, making or changing connections in the central office or in distribution facilities, necessary cross connections and line transfers, and switch programming.

The Dial Tone Connection Charge applies for each line connected or changed.

(b) Local Calling. Customer with Facilities Based Exchange Service must select one of the following local calling plans which provides dial access to other Carrier's exchanges in the Local Calling Areas as defined in section S. Each answered call in this section is timed by rounding up to the next full minute increment unless otherwise specified in this section.

Local Calling Plans available for Business Dial Tone Customers only

(i) Measured. Customer pays for each call to Local and Extended Local areas.

(ii) Value Pack. Customer has a \$24.00 per month allowance for calls to Local Area and an allowance of \$0.00 for calls to Extended Local Area. All calls above allowances are chargeable.

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(iii) Telemarketing. Customer has no allowance for Local Area or Extended Local area calls. All calls to Local or Extended Local Areas are rates at \$.03 per minute and are timed by rounding the duration of the call off to the nearest second.

(c) Custom Calling. The following Custom Calling Services are available:

CALL WAITING - With this service, a subscriber using the phone will be alerted to another incoming call via a tone, and will be able to switch between the two calls. The tone is repeated in approximately ten seconds if the call is not taken right away. The second party calling hears only the normal ringing tone. A deactivation feature allows Call Waiting subscribers to deactivate Call Waiting by dialing a special code. The Call Waiting will automatically be reactivated when the call or call attempt is Terminated. There is no additional charge for the deactivation feature.

CALL FORWARDING - This service allows the programming of a phone to automatically switch incoming calls to another number. Toll rates apply if forwarded calls are programmed outside the local calling area.

THREE-WAY CALLING - With this service, a three-way conversation can be arranged by simply dialing the numbers. In addition, Three Way Calling may be used by a Customer who has Call Waiting to deactivate Call Waiting during a call.

REMOTE CALL FORWARDING - This service allows subscribers to rent a directory telephone number in a remote location. Calls placed to the Remote Call Forwarding number are automatically forwarded via the public switched network to the subscriber's principal number. If Remote Call Forwarding calls are forwarded to a number outside the local calling area, toll rates apply to the forwarded portion of the call and are billed to the Remote Call Forwarding Customer. Rates and regulations specified in other sections or this tariff apply to Remote Call Forwarding service.

CALL FORWARDING BUSY LINE - This service forwards incoming calls to a predesignated directory number when the called line is busy.

CALL FORWARD DON'T ANSWER - This service forwards all incoming calls to a predesignated directory number if the called number is not answered after a Company specified number of rings.

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DO NOT DISTURB - This service allows subscribers to make their telephone lines appear busy to all incoming calls. The service is activated by dialing an access code, either when the line is idle or during the call. A deactivation code is dialed to return the line to idle status. Outgoing calls can still be placed while Make Set Busy is activated.

REPEAT DIAL - Customers may redial the last dialed directory number, by entering an activation code. If the called number is busy, Repeat Call will keep dialing the number for thirty minutes and signal Customer with a special ring if the called number becomes available. Calls made with this service are subject to local or toll charges as appropriate.

RETURN CALL - Customers have the convenience of recalling the last incoming call without having to know the directory number of that call. Return Call is activated by means of dialing a code. If the called number is busy, Return Call will keep dialing that number for thirty minutes and signal Customer with a special ring if the called number becomes available. Calls made with this service are subject to the usual local or toll charges as appropriate.

CALL TRACE - Customers may initiate an automatic trace of the last call received. After receiving a call which is to be traced, the Customer dials a code and the traced number is automatically sent to the Company. The subscriber will not receive the telephone number of the party who called. The information will be held by the Company for release to the appropriate law enforcement personnel.

CALLER ID SERVICE - Caller ID Service is an optional feature which allows a subscriber to see the telephone number of an incoming call displayed on the Customer provided display unit. The telephone number of an incoming call will display between the first and second rings. Caller ID Service works only on calls which originate from and Terminate in central offices which are equipped to provide this service or between central offices that are equipped and have SS7 connectivity. Caller ID is available to Customers by monthly subscription only, which provides unlimited use of this service. The telephone numbers that will be displayed on a Caller ID subscriber's display unit include listed, non-list and nonpublished telephone numbers. The telephone numbers that will not be displayed to the Caller ID subscriber re: (1) calls from Customers who use Per-Call Blocking or subscribe to Per-Line Blocking; (2) calls from Customers located in central offices not a part of the SS7 Signaling System; and (3) calls placed through an operator. When these types of calls are received by a Caller ID subscriber their display unit will notify them that the calling telephone number is unavailable. In addition to the ability to see the telephone number of incoming

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calls, Caller ID Service provides a subscriber with the ability to reject calls from Customers who have blocked the display of their telephone number on outgoing calls. This feature is called Anonymous Call Rejection (ACR) and can be activated and deactivated by dialing a specific code. This feature is initially provided to the subscriber in the deactivated mode. the ACR will remain either on or off until the subscriber makes a change by dialing the special code. The Caller ID subscriber will hear a confirmation tone when the feature is activated or deactivated. When a caller who has activated the Per-Call Blocking or Per-Line Blocking, calls a Caller ID subscriber that has activated ACR, the caller will hear an announcement that calls from blocked telephone numbers are not being accepted. The Caller ID subscriber's telephone does not ring. There is no additional charge for this feature. Blocked local or long distance calls routed to the Anonymous Call rejection announcement will not be rates as completed calls. Caller ID Service, Caller ID Deluxe Service, Per-Call Blocking and Per-Line Blocking can be used by Customers with push button or dial pulse (rotary) telephones.

CALLER ID DELUXE SERVICE - Caller ID Deluxe Service is an enhancement of the optional feature Caller ID Service. Caller ID Deluxe allows a subscriber to see the telephone number and name of an incoming call displayed on the Customer provided display unit. The telephone number and name of an incoming call will display between the first and second rings. Caller ID Deluxe Works only on calls which originate from and terminate in central offices which are equipped to provide this service or between central offices that are equipped and have SS7 connectivity. Caller ID Deluxe is available to Customers by monthly subscription only, which provides unlimited use of the service. As facilities permit, Caller ID Deluxe Service will be provided. The telephone numbers and names that will be displayed on a Caller ID Deluxe subscriber's display unit include listed, non-list and nonpublished telephone number. The telephone numbers and names that will not be displayed to the Caller ID Deluxe subscriber are: (1) calls from Customers who use Per-Call Blocking or subscribe to Per-Line Blocking; (2) calls from Customers located in central offices not a part of the SS7 Signaling System, and (3) calls placed through an operator. When these types of calls are received by a Caller ID Deluxe subscriber their display unit will notify them that the calling telephone number and name is unavailable. In addition to the ability to see the telephone number and name of incoming calls, Caller ID Deluxe Service provides a subscriber with the ability to reject calls from Customers who have blocked the display of their telephone number and name on outgoing calls. This feature is called Anonymous Call Rejection (ACR) and can be activated and deactivated by dialing a specific code. This feature is initially provided to the subscriber in the

deactivated mode. The ACR will remain either on or off until the subscriber makes a change by dialing the special code. The Caller ID Deluxe subscriber will hear a confirmation tone when the feature is activated or deactivated. When a caller who has activated the Per-Call Blocking or Per-Line Blocking, calls a Caller ID Deluxe subscriber that has activated ACR, the caller will hear an announcement that calls from blocked telephone numbers are not being accepted. The Caller ID Deluxe subscribers telephone does not ring. There is no additional charge for this feature. Blocked local or long distance calls routed to the Anonymous Call rejection announcement will not be rates as completed calls.

(d) Miscellaneous Non-Recurring Charges. Non-recurring charges apply to the following:

Restoral of Service Charge- This charge applies for restoring service to a Customer following suspension of service for non-payment or other authorized cause. This charge is in addition to any past due amounts for service previously furnished or any deposit which may be required.

Telephone Number Change Charge- Customers requesting a change of their Dial Tone Line telephone number will incur a Telephone Number Change Charge (except when a Line Connection Charge is applied). This charge applies for each telephone line number changed.

Record Service Change Charge- This charge covers work associated with a change of Company records, at the Customer's request, from:

- a transfer of billing name, which occurs when one party contracts for the service which had previously been contracted for by another party.
- a change in or addition to the present directory listing.
- a subscriber's telephone number being excluded from the directory and directory assistance records, or a change from a "non-published" basis to a regular listed basis.
- a change in billing records requested by the Customer when none of the other non-recurring charges apply.

Preferred Telephone Number service - Allows a Customer to request a particular telephone number which may have a special meaning or value to the Customer, subject to the availability of facilities and the requirements or the serving local exchange Central Office as defined by the Company.

Q. Directory Listing

All Customers are entitled to one listing in the official alphabetical directory published by the Company or ILEC. A monthly charge applies to all additional listings while the directory containing such listing is in effect. The charge will be terminated upon disconnection of the listed telephone number.

Acceptable listings are limited to the partnerships, associations, or corporations and/or the names under which such individuals, partnerships or corporations actually conduct their business for Business Dial Tone Service.

Customers requesting an additional directory listing or a change in their present directory listing will incur a non-recurring Record Service Charge as specified in Section R. of this tariff.

Non-Published Numbers

A telephone number is "non-published" when it is omitted from the directory and also from the information lists or the Company.

This charge does not apply if the subscriber has another telephone line at the same location that is listed in the directory and the same person is listed as the responsible party for each bill.

Customers requesting that their telephone number be excluded from the directory and directory assistance records, or changed from a "non-published" basis to a regular listed basis, will incur a non-recurring Record Service Charge as specified in this Tariff.

Directory Assistance Service

Directory Assistance Service is furnished upon Customer request for assistance in determining telephone numbers within the same LATA as the POP for Facilities Based Exchange Service. Customer reaches a Directory Assistance call center by dialing an access code. Charges for Directory Assistance are not applicable to the following type of calls to Directory Assistance: Calls from hospitals or nursing homes. A maximum of two requests per call to Directory Assistance are permitted.

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R. Rates

<u>Generic Pricing</u>		
<u>Dial Tone</u>		
Business Dial Tone Service	\$17.73/month	
Business Dial Tone Install	\$75.00/line	
<u>Local Calling Charge-Per-Call Rates</u>		
Calls to Local Calling Area	\$0.07/call	
Calls to Extended Calling Area	\$0.07/call - plus \$0.03/minute	
<u>Business Local Calling Plan Monthly Fees</u>		
Measured Usage	\$0.00/month	
Value Pack	\$18.40/month	
Telemarketing	\$12.50/month	
<u>Custom Calling Subscriptions</u>		
	<u>Recurring Monthly</u>	<u>Install Non-Recurring</u>
Call Waiting	5.00	5.00
Call Forwarding	3.50	5.00
Three Way Calling	4.50	5.00
Remote Call Forwarding	26.00	75.00
Call Forwarding Busy Line	2.00	5.00
Call Forwarding Don't Answer	2.00	5.00
Do not Disturb	4.00	5.00
Repeat Dial	3.00	5.00
Return Call	5.00	5.00
Caller ID	7.00	10.00
Caller ID Deluxe	7.95	10.00
Anonymous Call Rejection	0.00	0.00
Call Waiting Tone Block	0.00	0.00
<u>Access to Operation Support Systems</u>		
Per-Line per month	0.82	

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 Executive Vice President
 301 5th Street
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Rates (con't)1-Rate Package Pricing for accounts with term commitments*:**Business 1-Rate**includes 3 cent per call local calls
Local Service Provider FreezeRates****\$19.95/month**Miscellaneous Charges (apply to Generic priced accounts and 1-Rate accounts)

Restoral of Service	\$26.00/occurrence
Telephone Number Change Charge	\$26.00/occurrence
Record Service Change Charge	\$26.00/occurrence
Preferred Telephone Number Service	\$26.00/occurrence
Customer Change to unworked service order	\$ 5.00/occurrence
Change of Responsible Party	\$26.00/occurrence
Change to another ILEC or CLEC	\$26.00/occurrence
Non-Published Telephone Number	\$ 2.50/month
Local Service Provider Freeze Directory	\$ 0.00/month
Directory Assistance	.95/call
Return Call (unless subscription purchased)	.75/call
Call Trace	1.50/call
Application and Credit Examination	\$9.95/account
Security Deposit Conversion	\$10.00/deposit converted

Miscellaneous Charges (apply to 1-Rate accounts)

Conversion to or from a 1-Rate Plan	\$19.95
Change between 1-Rate Plan levels	\$19.95

Other

Customers will be charged the applicable Subscriber Line Charge ("SLC") also known as the Federal Line Cost Charge generally at the same rate as the Incumbent Telephone Company charges its customers.

*Term commitments are documented in writing between Company and Customer. A Customer violating a term commitment will be charged for service whether they use it or not.

**All monthly rates are per line. Plans and individual features are subject to Company's technical ability to provide a plan or feature in a given area. Due to technical limitations, not all plans or features are available in all areas. Customer should contact Company for availability. No credit or pro-rate is offered for a Customer in a locality not equipped to offer one or more features. Voice calls are unlimited.

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S. Local Calling Area Exchanges

VERIZON PENNSYLVANIA, INC. AREA:

Verizon PA:

Originating Exchange	Local Calling Area
New Kensington – Local Area	New Kensington, Pittsburgh Suburban Zone 20, Springdale, Tarentum
New Kensington - Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones in the Pittsburgh Suburban Exchange.
Springdale - Local Area	New Kensington, Pittsburgh Suburban Zone 19, Pittsburgh Suburban Zone 20, Springdale, Tarentum
Springdale - Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Tarentum - Local Area	New Kensington, Pittsburgh Suburban Zone 20, Springdale, Tarentum
Tarentum - Metropolitan Area Plus	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Verizon PA - Pittsburgh Suburban Exchange:

Originating Exchange	Local Calling Area
Oakmont (Pitt. Sub. 20)	East Liberty, Fox Chapel, Millvale, New Kensington, Oakmont, Penn Hills, Springdale, Tarentum

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Verizon PA - Pittsburgh Local Exchange:

Originating Exchange	Local Calling Area
Bellevue (Includes West View)	Bellevue, Braddock, Carrick, Coraopolis, Crafton, East Liberty, Homestead, Millvale, Perrysville, Pittsburgh
Braddock (Includes Wilksburg)	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, Millvale, Monroeville, Penn Hills, Pittsburgh
Carrick (Includes Mt. Lebanon)	Bellevue, Bethel Park, Braddock, Bridgeville, Carnegie, Carrick, Crafton, East Liberty, Homestead, Millvale, Pittsburgh, Pleasant Hills
Crafton (Includes McKees Rocks)	Bellevue, Braddock, Carnegie, Carrick, Coraopolis, Crafton, East Liberty, Homestead, Millvale, Pittsburgh
East Liberty	Bellevue, Braddock, Carrick, Crafton, East Liberty, Fox Chapel, Homestead, Millvale, Oakmont, Pittsburgh
Fox Chapel (Includes Dorseyville) (Pitt. Sub. 19)	East Liberty, Fox Chapel, Glenshaw, Millvale, Oakmont, Springdale
Glenshaw (Pitt. Sub. 18)	Fox Chapel, Glenshaw, Millvale, Perrysville
Homestead	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, McKeesport, Millvale, Pittsburgh, Pleasant Hills
Millvale (Includes Sharpsburg)	Bellevue, Braddock, Carrick, Crafton, East Liberty, Fox Chapel, Glenshaw, Homestead, Millvale, Oakmont, Pittsburgh
Pittsburgh	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, Millvale, Pittsburgh

VERIZON NORTH, INC.

Originating Exchange	Local Calling Area
Avonmore	Apollo, Saltsburg, Vandergrift
Vandergrift	Apollo, Avonmore, Leechburg

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T. Premises Wiring Work

Premises work is defined as work performed on a Customer's premises by a Company employee or representative at the Customer's request and not covered by Tariff charges. Only work performed on the Company side or the rate demarcation point is covered by this Tariff. Rate demarcation point is defined as the point of minimum penetration of the property where the Customer's service is located, as determined by the Company. The rate demarcation point defined by the Company is where network access recurring charges and Company responsibility stop and beyond which Customer responsibility begins.

U. IntraLATA Toll Presubscription

A. Toll Presubscription is a procedure whereby a customer designates to the Telephone Company the IntraLATA and InterLATA Toll Providers, i.e., Interexchange Carriers (IXCs) that the customer wishes to be the carriers of choice for toll calls. Such calls are automatically directed to the designated carrier(s) without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. Toll presubscription does not prevent a customer, who has presubscribed to a toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative toll carrier on a per call basis.

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

An IXC must use Feature Group D (FGD) Switched Access Service to qualify as a presubscription toll provider unless prior arrangements have been made with or by the Telephone Company. IXCs must submit an Access Service Request (ASR) to the Telephone Company.

Selection of toll presubscription provider by an end user is subject to the terms and conditions following.

B. At the option of the IXCs, the nonrecurring charge for a change in toll presubscription, as provided herein, may be billed to the IXCs, instead of the end user. This may involve charges resulting from end-user initial free choice Preferred Interexchange Carrier (PIC), as specified in C.1 following.

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C. Presubscription Charge Application

1. End user choices for toll presubscription:

- Designating an intraLATA and interLATA IXC(s) as primary carrier(s) thereby requiring no access code to access those IXCs' service. End users are not required to choose the same IXC for intraLATA and interLATA toll presubscription. Other nonpresubscribed IXCs are accessed by dialing 10XXX, 101XXXX, or other required codes.
- Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all IXCs.

2. If a new customer cannot decide upon presubscription IXCs, the Telephone Company may extend a 30-day period following completion of the initial service request to make a choice without charge. In the interim, the customer will be assigned as a 'No-PIC' and must dial an access code to make toll calls.

3. If an IXC elects to discontinue Feature Group, the IXC is obligated to contact, in writing, all end users who have selected the canceling IXC as their preferred toll provider. The IXC must inform the end users that it is canceling its Feature Group D Service, request that the end user select a new IXC, and state that the canceling IXC will pay the PIC change charge as provided herein. The IXC must provide written notification to the Telephone Company that this activity has taken place.

Following the IXC's discontinuance of service, the Telephone Company will bill the canceling IXC the change charge for each end user that is currently designated to the IXC at the time of discontinuance.

4. An unauthorized PIC change is a change in the presubscribed IXC that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in toll presubscription occurs, the IXC making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided in G.2 following. In addition, the IXC will be assessed the applicable charge for returning the end user to the preferred IXC.

If an unauthorized change in intraLATA and interLATA presubscription occurs at

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the same time, on the same Business/Residence line, and the presubscribed IXC is the same carrier for intraLATA and interLATA, presubscription change charges as provided herein and the Telephone Company's corresponding F.C.C. Access Tariff apply. In addition, the IXC will be assessed the applicable charges for returning the end user to the preferred IXC as herein and in the Telephone Company's corresponding F.C.C. Tariff.

D. End User Charge Discrepancy

1. When a discrepancy is determined regarding an end user's designation of a presubscription IXC, the following applies depending upon the situation described:

- A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.
- When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date/time determines customer choice.
- If an end user denies requesting a change in toll presubscription as submitted by an IXC, and the IXC is unable to produce a letter of authorization, signed by the end user, the IXC will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The IXC will also be assessed the presubscription change charge as specified herein, which was previously billed to the end user.

2. Verification of Orders for Telemarketing

Neither the IXC nor the Telephone Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the F.C.C.'s current anti-slamming practices and procedures.

E. PIC Switchback Option-Business/Residence

PIC Switchback is an option under which no investigation activities are performed by the Telephone Company when an end user denies requesting a change in primary toll carrier submitted by the IXCs. The IXC participating in PIC Switchback will be billed the PIC Switchback Charge, and the presubscription change charge, as specified herein, to switch

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the end user to the end user's previous carrier.

When the Telephone Company is contacted by an end user who denies requesting a change in primary toll carrier, the end user will be credited the charge assessed for the disputed change in carrier and will be switched back to the previous IXC at no charge. If this service is made available by the Telephone Company, IXCs may subscribe to or cancel PIC Switchback Service on 30 days' notice to the Telephone Company by submitting a written request. A letter of authorization from the IXC will not be requested or accepted at a later date in the event of dispute of the charges assessed under the PIC Switchback option.

This option in no way relieves an IXC of the F.C.C. requirements for verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or instituting steps to obtain verification of orders submitted to the Telephone Company.

In addition, the end user has the option of initiating a complaint to the F.C.C. or the Pennsylvania Public Utility Commission's Bureau of Consumer Services concerning unauthorized changes in toll presubscription.

F. Rates and Charges

- | | | |
|-----|--|------------------|
| (a) | The charge for a change in intraLATA Presubscription | \$5.00 per line |
| (b) | The charge for an unauthorized Business service Change in intraLATA Toll Presubscription | \$35.65 per line |

V. Other Restrictions**1. Order Refusal on Delinquent Accounts**

The Company is under no obligation to accept, may refuse or reject, or may refuse to process after accepting any of the following requests or orders without incurring liability of any kind to Customer or a third party:

- (a) changes to existing service
- (b) addition of new service(s)
- (c) changes to billing records or other records
- (d) any other order which would incur a non-recurring charge
- (e) any other order which would increase the customer's monthly recurring charges

These types of requests or orders may be refused anytime that a previously un-disputed balance remains past due on any of Customer's accounts with Company. Customer orders which disconnect entire service will not be refused even if an undisputed past due balance exists.

W. 911 Master Street Address Guide**GLOSSARY OF TERMS**

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

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

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

Competitive Local Exchange Carrier – Local Tariff

- A. Tax area record
- B. Locality
- C. Street
- D. Thoroughfare
- E. Directional [where required]
- F. Even (E), odd (O), or all (A) [applied to house numbers]
- G. Low-high range of house numbers
- H. PSAP (Public Safety Answering Point)
- I. LAT/LONG (Latitude/Longitude) [where required]

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

2. REGULATIONS

- A. *The Telephone Company will comply with the Protocols as set forth in, and in the form of Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order (MSAG); Docket No. P-0097 1203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998.*
- B. The Telephone Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.
- C. The Telephone Company's liability and insurance provisions are fully stated in its tariff's General Regulations.
- D. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.
- E. The service provider will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.

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- F. The Host Telephone Company will install the county's/municipality's MSAG in 'read/write' format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.
- G. The Telephone Company shall not otherwise modify the content of the MSAG, but may make formatting changes approved by the county/municipality necessary to enable the MSAG to conform to the telephone company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate customer information for input to the ALI database.
- H. The service provider will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.
- I. The Telephone Company will not, without the written consent of the county/municipality, modify or create any derivative of the county's/municipality's MSAG, except as follows: one (1) mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the host telephone company, but shall be made solely in read-only format by all other telephone companies), and the telephone company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.

A-311373 F0002

Salsgiver Telecom, Inc.

Switched Access Tariff PA P.U.C. No. 3
Original Title Sheet

**DOCUMENT
FOLDER**

Salsgiver Telecom, Inc.

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

This tariff applies to the Switched Access Telecommunications Services furnished by Salsgiver Telecom, Inc. ("Salsgiver" or "Company") between one or more points in the Commonwealth of Pennsylvania.

ORIGINAL

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DEC 04 2006

SECRETARY'S BUREAU
2006 NOV 30 PM 3:33

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Effective: December 1, 2006

Issued by: Ms. Lisa V. Salsgiver
Executive Vice President
301 5th Street
Freeport, PA 16229

Competitive Local Exchange Carrier - Access TariffCHECK SHEET

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

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

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

- C To signify changed regulation or rate structure.
- D To signify a decreased rate.
- I To signify an increased rate.

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DEFINITIONS

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Competitive Local Exchange Carrier - Access Tariff

DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Advance Payment

Part or all of a payment required before the start of service

Access Services

The Company's interstate telephone services offered pursuant to this tariff.

Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity (BHMC)" denotes the Customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the Customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered. This Customer specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

Carrier or Common Carrier

See Interexchange Carrier.

Common Channel Signaling

The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Company.

Salsgiver Telecom, Inc., the issuer of this tariff.

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DEFINITIONS (cont'd)

Company Calling Card

A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

Credit Card

A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

Customer

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

End Office

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

End User or User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Exchange Telephone Company

Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

Interexchange Carrier (IXC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IXC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

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DEFINITIONS (cont'd)

Intrastate Access Service

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Recurring Charge

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

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order

The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

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DEFINITIONS (cont'd)

Service Switching Point (SSP)

A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

Shared

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

Signaling Point (SP)

The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

Signaling Point of Interface (SPOI)

The term "Signaling Point of Interface (SPOI)" denotes the Customer designated location where the SS7 signaling information is exchanged between the Telephone Company and the Customer.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7)" denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

Signal Transfer Point (STP)

The term "Signal Transfer Point (STP)" denotes a packet switch which provides access to the Telephone Company's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port

The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

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DEFINITIONS (cont'd)

Toll Free

A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

Universal Emergency Telephone Number (911) Service

Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

Wire Center

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

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APPLICATION

This tariff applies to intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to Salsgiver Telecom, Inc.

This tariff applies only to the extent that facilities are available and services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Pennsylvania.

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Salsgiver Telecom, Inc.

PA P.U.C. Tariff No. 3
Original Sheet 12

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REGULATIONS

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Competitive Local Exchange Carrier - Access Tariff
REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

2.1.2 Shortage of Facilities

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

2.1.3 Terms and Conditions

- A) *Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.*
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

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Competitive Local Exchange Carrier - Access Tariff

REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions (cont'd)

- C) This tariff shall be interpreted and governed by the laws of the State of Pennsylvania regardless of its choice of laws provision.

2.1.4 Limitations on Liability

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

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REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- D) The Company shall not be liable for any claims for loss or damages involving:
- 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3) Any unlawful or unauthorized use of the Company's facilities and services;
 - 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

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REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- D) (cont'd)
- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise *affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding;*
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

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REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

D) (cont'd)

- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 11) Any noncompletion of calls due to network busy conditions;
- 12) Any calls not actually attempted to be completed during any period that service is unavailable.

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

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Competitive Local Exchange Carrier - Access Tariff

REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

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

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Competitive Local Exchange Carrier - Access Tariff
REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

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

2.1.5 Provision of Equipment and Facilities

- A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; or
 - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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Competitive Local Exchange Carrier - Access Tariff

REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.6 Ownership of Facilities

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

2.2 Prohibited Uses

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

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2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

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

2.3.2 Liability of the Customer

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

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Competitive Local Exchange Carrier - Access Tariff
REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.2 Liability of the Customer (cont'd)

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

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Competitive Local Exchange Carrier - Access TariffREGULATIONS (cont'd)2.3 Obligations of the Customer (cont'd)2.3.3 Jurisdictional Report Requirements

- (A) For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

Should the Customer not supply a terminating PIU Factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth in Section 2.3.3(B) following.

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REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

A) (cont'd)

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

If the Customer has no originating traffic within the end office for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor on either the quarterly update report or the Access Service Request, the Company will designate a PIU factor of 75% for Feature Group D terminating access minutes. For originating Toll Free access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the Customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for Toll Free access minutes, the Company will designate the default PIU factor of 75%. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors within fifteen (15) business days.

B) For purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.

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REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

- C) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.
- D) The projected interstate percentage of use will be used to determine the charges as follows:

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

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REGULATIONS (cont'd)2.3 Obligations of the Customer (cont'd)2.3.3 Jurisdictional Report Requirements (cont'd)

- E) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.
- F) The Customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.

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REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

- G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.
- H) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

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

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REGULATIONS (cont'd)

2.4 Customer Equipment and Channels (cont'd)

2.4.2 Inspections

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

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

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2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

- A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- 1) three months' charges for a service or facility which has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.

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REGULATIONS (cont'd)

2.5 Customer Deposits and Advance Payments (cont'd)

2.5.2 Deposits (cont'd)

- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue interest at the current prime interest rate without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

2.6 Payment Arrangements

2.6.1 Payment for Service

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

A) Taxes

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

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REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.2 Billing and Collection of Charges

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

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.2 Billing and Collection of Charges (cont'd)

- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
 - 1) a rate of 1.5 percent per month; or
 - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) If service is disconnected by the Company in accordance with Section 2.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.3 Billing Disputes

A) General

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

B) Late Payment Charge

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

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REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.3 Billing Disputes (cont'd)

C) Adjustments or Refunds to the Customer

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

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REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.3 Billing Disputes (cont'd)

D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action.

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

Public Utility Commission of Pennsylvania
P.O. Box 3265
Harrisburg, PA 17120

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REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.4 Discontinuance of Service for Cause

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 30 days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.4 Discontinuance of Service for Cause (cont'd)

- G) Upon the Company's discontinuance of service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.6.5 Notice to Company for Cancellation of Service

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

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.6 (A) following.

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

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REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

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

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

- A) For Feature Group D Switched Access Service, when service is jointly provided by more than one Exchange Telephone Company, the Customer must supply a copy of the order to each Exchange Telephone Company involved in providing the service.

Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff for either Single Bill/Multiple Tariff arrangements or Multiple Bill/Multiple Tariff arrangements. For Single Bill/Single Tariff arrangements the Company will either bill the charges in accordance with its Access Service Tariff or agree to bill the Access Service charges of the interconnecting Exchange Telephone Company. The rate for the Transport elements will be determined as set forth in (B) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

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REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

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

B) The charge for the Local Transport Facility and Termination rate elements for services provided as set forth in Section 2.6.6(A) preceding are determined as follows:

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

2) For Feature D Switched Access Service, the Local Transport Facility and Termination charges are determined by using the steps set forth in (a) through (c) following for the total Local Transport-Common Switched Transport charges.

(a) Multiply:

The number of access minutes
by

the number of airline miles as determined in (1) preceding
by

the Company's appropriate Local Transport Facility per
mile per access minute rate
by

the Company's billing percentage factor.

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REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

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

B) (cont'd)

2) (cont'd)

(b) Multiply:

The number of access minutes
by

the Company's appropriate Local Transport Termination per minute rate. The resulting amount is the Company's total Local Transport Termination charge.

(c) Add:

The products of (a) and (b) for the Company's total Local Transport-Common Switched Transport charges.

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REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

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

C) The charge for the Direct Trunked Transport-Facility Mileage rate element for services provided as set forth in Section 2.6.6(A) preceding is determined as follows:

- 1) Determine the appropriate Switched Access Direct Trunked Transport-Facility mileage by computing the airline mileage between the two ends of the Direct Trunked Transport Facility. Determine the airline mileage for the Direct Trunked Transport-Facility charge using the V&H method as set forth in Section 2.10.2 following.
- 2) For Feature Group D Switched Access Service, the Direct Trunked Transport-Facility Mileage charge is determined by using the procedure set forth below:

Multiply:

The number of access minutes
by

the number of airline miles as determined in (1) preceding
by

the Company's appropriate Direct Trunked Transport-Facility per mile per access minute rate
by

the Company's billing percentage factor.

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REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

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

- D) For Feature Group D.
 - 1) For originating or terminating access traffic at a company operated end office, the Residual Interconnection Charge is calculated by multiplying that rate times the number of originating and terminating access minutes that are switched at the end office.
 - 2) For Entrance Facility equipment operated by the Company, the Entrance Facility and/or Multiplexing charge will apply.
 - 3) The Billing Percentage (BP) is not applicable to the Residual Interconnection charge, Entrance Facility or Multiplexer.
- E) The interconnection points will be determined by the Interconnection Agreements of the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, except as noted in 2.6.6(F) below.
- F) Until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include the following meet points, the applicable billing percentage factors for Feature Group D Switched Access Service traffic between certain Company end offices and incumbent local exchange carrier, end offices are as set forth in applicable agreements for switched access meet-point billing.

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322 4th Ave, Pittsburgh, PA

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REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

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

- G) Should any changes be made to the meet point billing arrangements as set forth in Section 2.6.6(A) preceding, the Company will give affected Customers 30 days' notice.
- H) Should the Company act as an intermediate, non-terminating local exchange carrier, Local Transport Termination rates, as determined in Section 2.6.6(B) preceding, will not be applied to the meet Point billing arrangement.

2.6.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in 3.1.1(C) following, Access Order Modifications.

2.6.8 Customer Overpayment

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

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REGULATIONS (cont'd)

2.7 Allowances for Interruptions in Service

2.7.1 General

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

2.7.2 Limitations of Allowances

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

- A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;

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REGULATIONS (cont'd)

2.7 Allowances for Interruptions in Service (cont'd)

2.7.2 Limitations of Allowances (cont'd)

- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;
- F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

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

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REGULATIONS (cont'd)

2.7 Allowances for Interruptions in Service (cont'd)

2.7.4 Application of Credits for Interruptions in Service

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

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D) Interruptions of 24 Hours or Less

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

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

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REGULATIONS (cont'd)

2.7 Allowances for Interruptions in Service (cont'd)

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

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

2.7.5 Cancellation For Service Interruption

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

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

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

- 1) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;

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REGULATIONS (cont'd)

2.8 Cancellation of Service/Termination Liability (cont'd)

2.8.1 Termination Liability (cont'd)

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

2.9 Customer Liability for Unauthorized Use of the Network

2.9.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B) The following activities constitute fraudulent use:
 - 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;

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REGULATIONS (cont'd)

2.9 Customer Liability for Unauthorized Use of the Network (cont'd)

2.9.1 Unauthorized Use of the Network (cont'd)

B) (cont'd)

- 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- 3) Using fraudulent means or devices, *tricks, schemes, false or invalid numbers, false credit devices or electronic devices* to defraud or mislead callers.

- C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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2.9 Customer Liability for Unauthorized Use of the Network (cont'd)

2.9.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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REGULATIONS (cont'd)

2.10 Application of Rates

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

2.10.1 Charges Based on Duration of Use

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

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

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

For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. For terminating calls over FGD Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

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REGULATIONS (cont'd)

2.10 Application of Rates (cont'd)

2.10.1 Charges Based on Duration of Use

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

FGD access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minute for each end office.

2.10.2 Rates Based Upon Distance

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

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

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REGULATIONS (cont'd)

2.10 Application of Rates (cont'd)

2.10.2 Rates Based Upon Distance (cont'd)

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

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

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

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REGULATIONS (cont'd)

2.10 Application of Rates (cont'd)

2.10.3 Mileage

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

The Local Transport Facility mileage rates are shown in Section 5.1.3 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

2.10.4 Surcharges and Taxes

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; including, but not limited to, the Primary Interexchange Carrier Charge (PICC).

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Salsgiver Telecom, Inc.

PA P.U.C. Tariff No. 3
Original Sheet 56

Competitive Local Exchange Carrier - Access Tariff

SERVICE AND RATE DESCRIPTIONS

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Competitive Local Exchange Carrier - Access Tariff
SERVICE DESCRIPTIONS

3.1 Access Services

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

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or Customer accesses them when originating or terminating calls.

FGD Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access codes for the Customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access Customer by dialing 1 +NPA-NXX-XXXX when using the Company's presubscription service.

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Competitive Local Exchange Carrier - Access Tariff
SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.1 Access Service Order

A) Ordering Access Service Types

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

- 1) For Feature Group D Switched Access Service:
 - (a) When direct routing to an end office is desired, the Customer shall specify:
 - the number of trunks,
 - the end office and
 - the Local Transport and Local Switching options desired.
 - (b) When end office routing via an access tandem switch operated by another Exchange Telephone Company is desired, the Customer shall specify:
 - the number of trunks,
 - the access tandem switch,
 - the Local Transport and Local Switching options desired, and
 - an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

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Competitive Local Exchange Carrier - Access Tariff
SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

A) Ordering Access Service Types (cont'd)

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

2) For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. When FGD is ordered by specifying the number of trunks and direct routing to an end office is desired, the customer shall specify:

- the end office and
- the Local Transport and Local Switching options desired.

When FGD is ordered by specifying the number of trunks and end office routing via an access tandem operated by another Exchange Telephone Company is desired, the customer shall specify:

- the access tandem,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

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SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

A) Ordering Access Service Types (cont'd.)

2) (cont'd.)

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

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

B) Access Order Service Date Intervals

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

- Standard Interval
- Negotiated Interval
- Advance Order Interval

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SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

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

1) Standard Interval

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

<u>Trunk Groups</u>	<u>Standard Interval</u>
1 to 4 Trunks	28 Days
5 to 24 Trunks	30 Days

2) Negotiated Interval

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

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

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SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

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

2) Negotiated Interval (cont'd)

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

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

The addition and/or deletion of a Toll Free Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of a Toll Free Access Service ten digit customer identification record to the Toll Free Access Service data base or the deletion of a Toll Free Access Service ten digit customer identification record from the Toll Free Access Service data base is provided with a Negotiated Interval.

Maximum Interval

Initial establishment of service where Customer is:

- | | |
|---|----------|
| - Not yet provided with any Trunk Group service in the LATA | 6 months |
| - Provided Trunk Group service in the LATA | 90 Days |

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SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

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

3) Advance Order Interval

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

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

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

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

(a) Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

Advance Payment
(Nonrefundable)

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

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SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

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

3) Advance Order Interval (cont'd)

(a) Advance Payment (cont'd)

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

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (2) following, only the portion of the Advance Payment for services actually installed will be credited.

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

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

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

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SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

C) Access Order Modifications

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

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

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SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

D) Cancellation of an Access Order

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

- The Access Order shall be canceled and charges set forth in (2) following will apply, or
- Billing for the service will commence.

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

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SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

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

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

E) Minimum Period

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

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SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

E) Minimum Period (cont'd)

2) (cont'd)

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

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

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SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

F) Minimum Period Charges

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

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

- For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.
- All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

G) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

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SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)3.1.1 Access Service Order (cont'd)G) Nonrecurring Charges (cont'd)1) Installation of Service

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

2) Service Rearrangements

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

(a) Moves Within the Same Building

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

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SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

A) Nonrecurring Charges (cont'd)

2) Service Rearrangements (cont'd)

(b) Moves to a Different Building

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

B) Network Blocking Charge

The Customer will be notified by the Company to increase its capability (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in 5.1.3(E) following, for each overflow in excess of ordered capacity.

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SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories

The following rate categories apply to all forms of Switched Access Service, except as stated in 3.1.3:

- Carrier Common Line
- Tandem Transport
- End Office – Local Switching

A) Carrier Common Line

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

1) Limitations

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

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SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

A) Carrier Common Line (cont'd)

2) Undertaking of the Telephone Company

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

3) Obligations of the Customer

- (a) The Customer facilities at the premises of the ordering Customer shall provide the necessary on hook and off-hook supervision.
- (b) All Switched Access Service provided to the Customer will be subject to Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

4) Common Channel Signaling Access Exemption

The Common Channel Signaling Access Signal Transfer Point (STP) Port Termination charge, as set forth in Section 5.1.3(F) following, is not subject to a Carrier Common Line charge.

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SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

A) Carrier Common Line (cont'd)

5) Rate Regulations

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

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Competitive Local Exchange Carrier - Access Tariff

SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

B) Tandem Transport

Tandem Transport is comprised of two rate elements. The two rate elements are as follows:

- (a) The Termination rate provides for that portion of the voice frequency transmission path at the end office and at the Customer's premises.
- (b) The Facility rate provides for that portion of the voice frequency transmission path between the end office and at the Customer's premises.

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Competitive Local Exchange Carrier - Access Tariff
SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

B) Tandem Transport (cont'd)

4) Interconnection Charge

The interconnection Charge provides for interconnection with the Company's Switch Access network. This rate element will be applied to all Switched Access calls that originate or terminate at a Company end office.

C) End Office – Local Switching

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

- a) the use of end office switching equipment;
- b) the terminations for the end user common lines terminating in the local end office; and
- c) the termination of a call at a Company Intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number. Intercept rates are assessed to a Customer based on the total number of access minutes.

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Competitive Local Exchange Carrier - Access Tariff
SERVICE DESCRIPTIONS (cont'd)

3.2 Miscellaneous Services

3.2.1 Presubscription

- A) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IXC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Tariff. This IXC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IXC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IXC, for any additional change in selection, a non-recurring charge, as set forth in Section 5.2.1, applies.
- B) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of IXCs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.
- Designate an IXC as a PIC and dial 10XXX or 101XXXX to reach other IXCs.
 - Designate that they do not want to be presubscribed to any IXC and choose to dial 10XXX or 101 XXXX for all calls to all IXCs.

New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 5.2.1, applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service, or upon request by the selected IXC, billed to the IXC on behalf of the end user.

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Competitive Local Exchange Carrier - Access Tariff

SERVICE DESCRIPTIONS (cont'd)

3.2 Miscellaneous Services

3.2.2 Unauthorized PIC Change

If an IXC requests a PIC change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IXC is unable to substantiate the change with a letter of authorization signed by the billed party; then:

The billed party will be reassigned to their previously selected IXC. No charge will apply to the billed party for this reassignment.

The Unauthorized Presubscription Change Charge as set forth in Section 5.2.1(B) will apply to the IXC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in Section 5.2.1(A) following.

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Salsgiver Telecom, Inc.

PA P.U.C. Tariff No. 3

Original Sheet 79

Competitive Local Exchange Carrier - Access Tariff

BILLING AND COLLECTION SERVICES

Issued: November 30, 2006

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Competitive Local Exchange Carrier - Access Tariff

BILLING AND COLLECTION SERVICES

4 1 Billing Name and Address Service

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

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

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

BNA Service, which allows customers to submit the end user's ten-digit Automatic Number Identification (ANI) for returned end user BNA, is provided on both a manual and mechanized basis. On a manual basis, the BNA information may be requested by a written request (i.e., U.S. mail or facsimile). On a mechanized basis, the customer initiated request for information is available through electronic data transmission. The Company, upon receipt of the customer's request, will process the ANI. If the BNA information is available within the Company's billing records, the Company will produce a report of the associated BNA information in either a paper or electronic data transmission media.

BNA information is furnished for 10XXX or 101XXXX dialing, collect, bill to third number and messages charged to a calling card that is resident in the Company's data base.

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4.1 Billing Name and Address Service (cont'd)

4.1.1 Undertaking of The Company

- A) The Company will respond within ten (10) business days of receipt of a customer's manual request for end user BNA information. The Company will respond to all mechanized BNA requests within five (5) business days of receipt.
- B) *Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.*
- C) The Company shall use reasonable efforts to provide accurate and complete BNA information. The company makes no warranties, expressed or implied, as to the accuracy or completeness of this BNA information.

4.1.2 Obligations of the Customer

- A) With each order for BNA Service, the customer shall identify the authorized individual and address to receive the BNA information.
- B) The customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information.

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Competitive Local Exchange Carrier - Access Tariff
BILLING AND COLLECTION SERVICES (cont'd)

4.1 Billing Name and Address Service cont'd.)

4.1.2 Obligations of the Customer (cont'd)

- C) The customer shall not publicize or represent to others that the Company jointly participates with the customer in the development of the customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.
- D) When the customer orders BNA Service for both interstate and intrastate messages, the Jurisdictional Reporting Requirements listed in Section 2.3.3 will be applicable.

4.1.3 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for BNA Service. Specific rates and charges are set forth in Section 5.3.1.

The Service Establishment Charge and Record Transmission Charge apply to BNA Service. The Record Transmission Charge is a usage rate which applies on a per message (ANI) basis. The Record Transmission Charges are accumulated over a monthly period. The Company will keep a count of the records (ANI's) transmitted and report pages processed. The Company will bill the customer in accordance with these counts whether or not the Company was able to provide BNA information for all BNA records. For billing purposes, each month is considered to have 30 days. When a customer cancels an order for BNA Service after the order date, the Service Establishment Charge (if applicable) and the Record Transmission Charge will apply.

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Competitive Local Exchange Carrier - Access Tariff
BILLING AND COLLECTION SERVICES (cont'd)

4.1 Billing Name and Address Service (cont'd)

4.1.3 Rate Regulations (cont'd)

A) Service Establishment Charge

The BNA Service Establishment Charge applies for the initial establishment of BNA Service on either a manual or mechanized basis.

- B) The BNA Record Transmission Charge is a usage rate which applies on a per ten-digit ANI (message) basis. Each message is subject to the BNA Record Transmission Charge, regardless of whether the requested telephone number is available. The Record Transmission Charge is applied on either a manual or mechanized basis.

C) Media Charge

There are two types of medium: Paper and Electronic Data Transmission. The applicable Media Charge will depend upon the media type selected by the customer.

1) Paper

A Paper charge is a usage rate which applies to each report page distributed to the customer.

2) Electronic Data Transmission

An Electronic Data Transmission charge is a usage rate which applies per electronic data transmission record transmitted to the customer.

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Competitive Local Exchange Carrier - Access Tariff

RATES

The rates and charges listed in Section 5 correspond with the respective sections for each service description previously detailed in this Tariff. A corresponding section number cross-references where each service description is located in this tariff.

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Competitive Local Exchange Carrier - Access TariffSECTION 5 - RATES5.1 Access Service

5.1.1 <u>Service Orders</u>	<u>Nonrecurring Charge</u>
One Time Order Charge for Each New Order	\$150.00

5.1.2 Carrier Common Line

A) Originating (Per Minutes of Use)	\$0.0093869
B) Terminating (Per Minutes of Use)	\$0.0093869

Tandem Transport

Termination (Per Mins. Of Use/Term.)	\$0.000195
Facility (Per Mins. Of Use/Mile)	\$0.000045
Tandem Switching (Per Mins. Of Use)	\$0.000983
Tandem Interconnection Charge (Per Mins. Of Use)	\$0.000000
Network Blocking Charge	NOC

5.1.3 Non-chargeable Optional Features

- 1) Supervisory Signaling
 - DX Supervisory Signaling arrangement
- Per Transmission Path
 - SF Supervisory Signaling arrangement
- Per Transmission Path
 - E&M Type I Supervisory Signaling arrangement
- Per Transmission Path
 - E&M Type II Supervisory Signaling arrangement
- Per Transmission Path
 - E&M Type II Supervisory Signaling arrangement
(available with FGD)
- Per Transmission Path

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Competitive Local Exchange Carrier - Access Tariff

SECTION 5 - RATES (cont'd)

5.1 Access Service (cont'd)

5.1.3 Non-chargeable Optional Features (cont'd)

- 2) Signaling System 7
- Per signaling connection arranged
- 3) 64 kbps Clear Channel Capability
- Per Transmission Path

5.1.4 End Office - Local Switching

Feature Group B & D (Per Minutes of Use) \$0.014175

5.1.5 Common Switching Non-Chargeable Optional Features

Service Class Routing
(available with FGD)
- Per Transmission Path Group

Alternate Traffic Routing
(available with FGD)
- Per Transmission Path Group

International Carrier Option
(available with FGD)
- Per End Office and Access Tandem

SS7 Signaling Option
- Calling Party Number
(available with FGD)

- Carrier Selection Parameter
(available with FGD)

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SECTION 5 - RATES (cont'd)

5.1 Access Service (cont'd)

5.1.6 Trunk Side Transport Termination Non-Chargeable Options

Standard Trunk for Originating, Terminating or Two-Way Operation
(available with FGD)

Operator Trunk, Full Feature Arrangement
(available with FGD)

Operator Trunk, Assist Feature
(available with FGD)

5.1.7 Non-Chargeable SS7 Signaling Option

Calling Party Number
(available with FGD)

Charge Number
(available with FGD)

Carrier Selection Parameter
(available with FGD)

Access Transport Parameter
(available with FGD)

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Competitive Local Exchange Carrier - Access Tariff

SECTION 5 - RATES (cont'd)

5.2 Miscellaneous Services

5.2.1 Presubscription

- | | | |
|----|--|--------|
| A) | <u>Authorized PIC Change</u>
-Per Telephone Exchange Service
Line or Trunk | \$5.00 |
| B) | <u>Unauthorized PIC Change</u>
-Per Telephone Exchange Service
Line or Trunk | \$5.00 |

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Competitive Local Exchange Carrier - Access TariffSECTION 5 - RATES (cont'd)5.3 Billing and Collection Services

5.3.1 Access Service Billing Information

Initial two paper copies of monthly bill delivered to one address	\$ 0.00
Initial CD copy of monthly bill delivered to same address as paper copy	\$ 0.00
Initial two paper copies of monthly bill delivered to two addresses (monthly recurring charge)	\$10.00
Initial one CD copy of monthly bill delivered to address different from the paper copy (monthly recurring charge)	\$10.00
Each additional paper copy of monthly bill	\$25.00
Each additional CD copy of monthly bill	\$25.00

Invoice Reprint Charge

An Invoice Reprint Charge will be applied to a Customer's account when the Customer requests a reprint of a previous complete invoice or specific pages of a previous invoice. A nonrecurring charge of \$20.00 will apply to each package shipped overnight.

Copy of current invoice	\$0.00 (except overnight requests)
Copy of complete or partial previous invoice per billing period	\$5.00 per account
Overnight shipping (current or previous invoices)	\$20.00 per package

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The following changes were made as requested:

CLEC SWITCHED ACCESS TARIFF NO. 4		
<i>Sheet</i>	<i>Section</i>	<i>Correction needed</i>
All		Renumber this tariff as No. 3 so that Company's tariffs are sequential. Changes Made
All		Place text at bottom of header on all pages stating "Competitive Local Exchange Carrier – Access Tariff" - Text added
Various		Please confirm whether the Company will actually be operating as a tandem office. If the Company will not be operating as a tandem, all such references and rates are to be removed from the Initial Tariff. Confirmed by Salsgiver
Various		Please confirm whether the Company actually will be offering a Toll Free Data Base Access Service. If the Company will not be offering this service, all such references and rates are to be removed from the Initial Tariff. References removed by Salsgiver
13	2.1.3 C	Delete this section as the Commission does not empower parties to collect their legal fees from other parties. This matter must be dealt with in court proceedings or negotiations between the parties. Section Deleted
15		Correct page format at bottom sheet so that the "cont'd" text is moved to the following page. Correction Made
30	2.5.2.D	Replace text "Deposits will accrue interest at a rate specified by the Company" with the actual interest rate to be applied. - Correction Made
32	2.6.2.F	Note: returned check charge in Company's local tariff is \$30, while the Switched Access tariff is \$20. Please confirm that this is not an error or revise accordingly. Changed to \$20 in local tariff.
33	2.6.3.B	Correct reference to previous section as 2.6.2 (not 3.6.2.). Correction Made
36	2.6.4	Discontinuance of service may have the effect of stranding long distance customers without service. Notice to the "Customer" carrier must be provided 30 days in advance so the long distance company can migrate its end users to other carriers.
42	2.6.6 F	Paragraph makes reference to "the following meet points," but no listing is provided for such meet points. Please revise paragraph or provide missing text. Information Added
43	2.6.8	Provide the interest rate that the Company will apply to overpayments. Information Added
63		Correct page format at bottom sheet so that the "cont'd" text is moved to the following page. Correction Made

RECEIVED BY SALS GIVER
 11/27/03 10:30 AM
 11/27/03 10:30 AM

CLEC SWITCHED ACCESS TARIFF NO. 4

72	3.1.2 A	This section contains a description of COMMON CARRIER LINE as charge to be billed per access minute but the rates specified in Section 5.1.2 A and B are zero. Further, the Company is instructed to take notice of 66 Pa. Code §3017(c) whereby CLEC access rates are limited (capped) to those of the incumbent unless the CLEC can demonstrate that higher access rates are cost justified.
85		As discussed above, rates were added to page/sheet 85.
76		Correct page format in middle of sheet so that the "cont'd" text is either deleted or relocated to the following page. Correction Made
87-91	5	Correct format for subsections to be consistent with other sections by removing parenthesis, example (5.1.1). Correction Made