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ORIGINAL DOCUMENT FOLDER

September 7, 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

A-311373 F0002

RECEIVED
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SECRETARY'S BUREAU

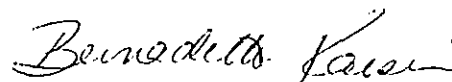
Re: Salsgiver Telecom, Inc.
Proposed Initial Pennsylvania CLEC Tariff No. 2

Dear James:

Enclosed are the original and eight (8) copies of Salsgiver Telecom Inc.'s (Salsgiver) Pa. Telephone Tariff No. 2. **Please note that this tariff replaces the proposed initial tariff filed by Salsgiver at Docket No. A-311373F0002 in its entirety.**

If you have any questions regarding this tariff, please do not hesitate to contact me.
Thank you.

Sincerely,



Bernadette C. Kaiser
Paralegal

Enclosures

cc: Melissa Knerr, PUC Telco Analyst (via email)

30

SALSGIVER TELECOM, INC.

A-311373 F0002

SALSGIVER TELECOM, INC.

ORIGINAL

COMPETITIVE LOCAL EXCHANGE SERVICES
FACILITIES-BASED AND RESOLD

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provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

DOCUMENT
FOLDER

DOCKETED
SEP 20 2006

Issued:

Effective:

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

Competitive Local Exchange Carrier

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		
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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)I.

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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.

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Executive Vice President
301 5th Street
Freeport, PA 16229

SALSGIVER TELECOM, INC.

Competitive Local Exchange Carrier

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

Original Page/Sheet 3

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.

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**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.

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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.

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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.

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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

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Competitive Local Exchange Carrier

mandated surcharges and fees such as the Telecommunications Relay Service (TRS), and charges for Service from other Carriers' tariffs.

(d) Customer will be liable for thirty dollar (\$30.00) 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.

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.

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(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

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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

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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

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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

Centrex lines will be charged on an equivalency basis as determined by the Commission.

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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.

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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.

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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

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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

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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.

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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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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 Wilkinsburg)	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) which 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 IXCs 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.

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If an unauthorized change in intraLATA and interLATA presubscription occurs at 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.

E. 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 or 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.

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F. PIC Switchback Option-Business

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 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.

G. 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 |

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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:

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- 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.

Issued:

Effective:

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

PENNSYLVANIA PUBLIC UTILITY COMMISSION
Uniform Cover and Calendar Sheet

1. REPORT DATE: October 10, 2006	2. BUREAU AGENDA NO. OCT-2006-FUS-0504*
3. BUREAU: Fixed Utility Services	
4. SECTION(S): Telecommunications	5. PUBLIC MEETING DATE: October 19, 2006
6. APPROVED BY: Director: R. Rosenthal 3-5242 Mgr/Spvr: J. Tuzinski 3-6175 Legal Review: A. Arnold 7-8032	
7. PERSONS IN CHARGE: R. Staver 7-7703/M. Knerr 7-6171	9. EFFECTIVE DATE OF FILING: N/A
8. DOCKET NO(s): A-311373F0002, A-311373F0003, A-311373F0004	

DOCKETED
DEC 14 2006

**DOCUMENT
FOLDER**

10. (a) **CAPTION** (abbreviate if more than 4 lines)
 (b) Short summary of history & facts, documents & briefs
 (c) Recommendation

- (a) Application of Salsgiver Telecom, Inc. to offer, render, furnish, or supply telecommunications services as a Competitive Local Exchange Carrier in the service territories of Verizon North Inc. and Verizon Pennsylvania Inc.; as a Reseller of Interexchange Carrier Toll Services; and as an Interexchange Toll Facilities-based Carrier in the Commonwealth of Pennsylvania.
- (b) Application was filed May 30, 2006, for the above authorities plus Competitive Local Exchange Service (CLEC) authority in the rural Incumbent Local Exchange Carrier (ILEC) territories of Windstream Pennsylvania, Inc. and North Pittsburgh Telephone Company. Protests were filed by the rural ILECs against CLEC entry and those cases are currently assigned to the Office of Administrative Law Judge under separate dockets. The Applicant has unchallenged provisional authority to operate as a CLEC in the Verizon territories and as a reseller and facilities-based Interexchange Carrier throughout the Commonwealth of Pennsylvania.
- (c) The Bureau of Fixed Utility Services recommends that the Commission adopt the draft Order.

11. **MOTION BY:** Commissioner Cawley
SECONDED: Commissioner Pizzigrilli

Commissioner Chm. Holland - Yes
 Commissioner Fitzpatrick -
 Concurring in result
 Commissioner

CONTENT OF MOTION:

1. The Salsgiver Telecom, Inc. non-CLEC applications be approved consistent with the Staff recommendation. ²

²Docket Nos. A-311373F0003 and A-311373F0004

CONTENT OF MOTION:

2. The CityNet Pennsylvania, LLC and Salsgiver Telecom, Inc. uncontested CLEC applications³ be approved independently, on their own merits, and without any linkages to the prospective outcome of the respective CityNet and Salsgiver CLEC applications that have been protested by Windstream Pennsylvania, Inc. and the North Pittsburgh Telephone Company, and have been referred to the Commission's OALJ for proper adjudication at Docket Nos. A-311281F0002AMA, A-311281F0002AMC, A-311373F0002AMA, and A-311373F0002AMB.

3. That the Bureau of Fixed Utility Services in collaboration with the Law Bureau prepare the appropriate Order.

³Docket Nos. A-311281F0002, A-311281F0002AMD, and A-311373F0002.

Concurring Statement of Commissioner Terrance J. Fitzpatrick attached.

PENNSYLVANIA PUBLIC UTILITY COMMISSION
HARRISBURG, PENNSYLVANIA 17105

Application of CityNet
Pennsylvania, LLC, for approval to
offer, render, furnish or supply
telecommunication services as a
Competitive Local Exchange Carrier
to the public in the service territory
of Verizon North Inc. in the
Commonwealth of Pennsylvania, et
al. ¹

Public Meeting: Oct. 19, 2006
OCT-2006-FUS-0500
Docket No. A-311281F002, et al.

43-1

Application of Salsgiver Telecom,
Inc. for approval to offer, render,
furnish or supply
telecommunication services as a
Competitive Local Exchange Carrier
to the public in the service
territories of Verizon North Inc. and
Verizon Pennsylvania Inc. in the
Commonwealth of Pennsylvania, et
al. ²

OCT-2006-FUS-0504
Docket No. A-311373F0002, et al

**CONCURRING STATEMENT OF
COMMISSIONER TERRANCE J. FITZPATRICK**

The applicants in this case – CityNet and Salsgiver – have filed for CLEC authority in multiple territories, including several served by rural phone companies. Some of the applications have been protested, while others have not. I will concur in the result only of the Vice Chairman's motion to grant the unprotested applications.

It is my view that jurisdictional issues raised with the protested applications may, upon final adjudication, create a conflict with the unprotested applications we are approving today. As such, the unprotested applications may be subject to reconsideration, either by this Commission's own action or in response to a filing, following the entry of a final order in the protested dockets.

DATED: October 19, 2006

Terrance J. Fitzpatrick
TERRANCE J. FITZPATRICK
COMMISSIONER

¹ Application of CityNet Pennsylvania, LLC, for approval to offer, render, furnish or supply telecommunication services as a Competitive Local Exchange Carrier to the public in the service territory of The United Telephone Company of Pennsylvania d/b/a Embarq Pennsylvania in the Commonwealth of Pennsylvania (A-311281F0002AMD); Application of CityNet Pennsylvania, LLC, for approval to offer, render, furnish or supply telecommunication services as a Competitive Local Exchange Carrier to the public in the service territory of Windstream in the Commonwealth of Pennsylvania (A-311281F0002AMA); Application of CityNet Pennsylvania, LLC, for approval to offer, render, furnish or supply telecommunication services as a Competitive Local Exchange Carrier to the public in the service territory of North Pittsburgh in the Commonwealth of Pennsylvania (A-311281F0002AMC).

² Application of Salsgiver Telecom, Inc. for approval to offer, render, furnish or supply telecommunication services as a Reseller of Interexchange Carrier Toll Services in the Commonwealth of Pennsylvania (A-311373F0003); Application of Salsgiver Telecom, Inc. for approval to offer, render, furnish or supply telecommunication services as an Interexchange Toll Facilities-based Carrier in the Commonwealth of Pennsylvania (A-311373F0004); Application of Salsgiver Telecom, Inc. for approval to offer, render, furnish or supply telecommunication services as a Competitive Local Exchange Carrier in the service territory of Windstream Pennsylvania, Inc. in the Commonwealth of Pennsylvania (A-311373F0002AMA); Application of Salsgiver Telecom, Inc. for approval to offer, render, furnish or supply telecommunication services as a Competitive Local Exchange Carrier in the service territory of North Pittsburgh Telephone Company in the Commonwealth of Pennsylvania (A-311373F0002AMB).



THOMAS, THOMAS,
ARMSTRONG & NIESEN

Attorneys and Counsellors at Law

ORIGINAL

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November 20, 2006

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
P.O. Box 3265
Harrisburg, PA 17105-3265

DOCUMENT
FOLDER

SECRETARY'S BUREAU
2006 NOV 20 PM 3:26

In re: Application of Salsgiver Telecom, Inc. for approval to offer, render, furnish, or supply telecommunications services to the public as a facilities-based reseller of Competitive Local Exchange service in the service territory of Alltel Pennsylvania, Inc. and North Pittsburgh Telephone Company
Application Docket Nos. A-311373F0002 AMA and A-311373F0002AMB

Dear Secretary McNulty:

Please remove my name from the service list in the above-referenced matter. The other attorneys from this office should remain on the service list.

Thank you in advance for your assistance.

Very truly yours,

THOMAS, THOMAS, ARMSTRONG & NIESEN

By 
Patricia Armstrong

cc: Honorable Mark M. Hoyer
Alan C. Kohler, Esquire

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