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LAWYERS & CONSULTANTS

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Harrisburg, PA 17101
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August 4, 2014

VIA HAND DELIVERY

Secretary Rosemary Chiavetta
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, Second Floor - Room N201
Harrisburg, PA 17120

Re: *Application of Shentel Communications, LLC to Offer, Render, Furnish, or Supply Telecommunications Services to the Public as Facilities-Based Competitive Local Exchange Carrier, Competitive Access Provider, and Interexchange Toll Reseller in the Commonwealth of Pennsylvania*
Docket No. A-_____

Dear Secretary Chiavetta:

Enclosed for filing please find an original plus one copy of the Application of Shentel Communications, LLC to Offer, Render, Furnish, or Supply Telecommunications Services to the Public as Facilities-Based Competitive Local Exchange Carrier, Competitive Access Provider, and Interexchange Toll Reseller in the Commonwealth of Pennsylvania. Also enclosed is a check in the amount of \$250 for the filing fee for this Application.

Upon filing, please return a time-stamped copy of the Application to the courier. Copies of the Application have been served upon the parties listed on the attached certificate of service. Thank you, and please do not hesitate to contact me if you have any questions.

Best regards,

STEVENS & LEE


Michael A. Grain

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Enclosures

cc: Certificate of Service

Philadelphia • Reading • Valley Forge • Lehigh Valley • Harrisburg • Lancaster • Scranton
• Wilkes-Barre • Princeton • Cherry Hill • New York • Wilmington

A PROFESSIONAL CORPORATION

Application of:

Shentel Communications, LLC,

for approval to offer, render, furnish or supply telecommunications services to the public in the Commonwealth of Pennsylvania.

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

Company: Shentel Communications, LLC
c/o Raymond B. Ostroski, Vice President – Legal, General Counsel
Address: 500 Shentel Way, P.O. Box 459, Edinburg, VA 22824
Phone: (540) 984-5040
Fax: (540) 984-8192

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

Predecessors (formerly qualified in PA):

Shenandoah Network Company (merged into Shentel Communications, LLC)
Shentel Service, LLC (merged into Shentel Communications, LLC)

Predecessors (never qualified in PA):

Shenandoah Long Distance Company (merged into Shentel Communications, LLC)
Shentel Converged Services of WV, Inc. (merged into Shentel Communications, LLC)

Alternate Names:

Shentel Communications Company (converted to LLC)

Address for all of the above:

500 Shentel Way, P.O. Box 459, Edinburg, VA 22824
Phone: (540) 984-4149

2. **ATTORNEY:** The name, address, telephone number, and fax number of the Applicant's attorney.

Michael A. Gruin, Esq.
Stevens & Lee
17 N. 2nd Street, 16th Floor
Harrisburg, PA 17101
Phone: (717) 255-7365
Fax: (610) 988-0852

3. **CONTACTS:**

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A) APPLICATION: The name, title, address, telephone number, and fax number of the person to whom questions about this application should be addressed.

John Edwards, Wireline Product Manager
Address: 500 Shentel Way, P.O. Box 459, Edinburg, VA 22824
Phone: (540) 984-5873
Fax: (540) 984-8192

B) PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA): The name, title, address, telephone number and FAX number of the person with whom contact should be made by PEMA (Pennsylvania Emergency Management Agency).

John Edwards, Wireline Product Manager
Address: 500 Shentel Way, P.O. Box 459, Edinburg, VA 22824
Phone: (540) 984-5873
Fax: (540) 984-8192

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

Christina Price
Address: 500 Shentel Way, P.O. Box 459, Edinburg, VA 22824
Phone: (540) 984-5350
Fax: (540) 984-3438

Kevin Folk
Address: 500 Shentel Way, P.O. Box 459, Edinburg, VA 22824
Phone: (540) 984-5319
Fax: (540) 984-3438

4. FICTITIOUS NAME:

- The Applicant will not be using a fictitious name.
- The Applicant will be using a fictitious name. Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. §311, Form PA-953.

5. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:

- The Applicant is a sole proprietor.
- The Applicant is a:
- General partnership
 - Domestic limited partnership (15 Pa. C.S. §8511)

- *Foreign limited partnership (15 Pa. C.S. §8582)
- Domestic registered limited liability partnership (15 Pa. C.S. §8201)
- *Foreign registered limited liability general partnership (15 Pa. C.S. §8211)

*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

Attach to the application the name and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

Attach to the application proof of compliance with appropriate Department of State filing requirements as indicated above.

5. (Continued)

- The Applicant is a:
 - Domestic corporation (15 Pa. C.S. §1306)
 - *Foreign corporation (15 Pa. C.S. §4124)
 - Domestic limited liability company (15 Pa. C.S. §8913)
 - *Foreign limited liability company (15 Pa. C.S. §8981)

*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

**Corporation Service Company
2595 Interstate Drive, Suite 103
Harrisburg, PA, 17110**

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

See attached:

**Appendix 1 – PA Foreign LLC Authority
Appendix 2 – Virginia Articles of Organization**

The Applicant is incorporated in the State of Virginia.

Give name and address of officers:

**Christopher E. French, President and Chief Executive Officer
Earle A. MacKenzie, Executive Vice President and Chief Operating Officer
Adele M. Skolits, Chief Financial Officer and Treasurer**

Raymond B. Ostroski, Vice President – Legal, General Counsel and Secretary

Address: 500 Shentel Way, P.O. Box 459, Edinburg, VA 22824

6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

- The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.
- The Applicant has affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates.

If the Applicant or an affiliate has predecessors who have done business within Pennsylvania, give name and address of the predecessors and state whether they were jurisdictional public utilities. Give the docket numbers for the authority of such predecessors.

Affiliates:

Shentel Management Company
Shenandoah Personal Communications, LLC
Shenandoah Mobile, LLC

Predecessors:

Shentel Service, LLC (merged into Shentel Communications, LLC)
Shenandoah Network Company (merged into Shentel Communications, LLC)
Shentel Communications Company (converted to LLC)

Address for all of the above:

500 Shentel Way, P.O. Box 459, Edinburg, VA 22824

None of the companies listed above are jurisdictional public utilities.

7. AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA:

- The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.
- The Applicant has affiliates rendering or predecessors which rendered public utility service outside Pennsylvania. Name and address of the affiliates and predecessors (please identify affiliates versus predecessors).

Affiliates:

Shenandoah Telephone Company – Virginia ILEC
Shentel Converged Services, Inc. – North Carolina CLEC (cancelled in 2012)

Predecessors:

Shentel Converged Services of West Virginia, Inc. –

West Virginia CLEC until January 24, 2013; merged into Shentel Communications, LLC.

Shentel Communications Company –

CLEC in Virginia, Maryland, and West Virginia; converted to LLC in 2012

Address for all of the above:

500 Shentel Way, P.O. Box 459, Edinburg, VA 22824

8. APPLICANT'S PRESENT OPERATIONS: (Select and complete the appropriate statement)

- The applicant is not presently doing business in Pennsylvania as a public utility.
- The applicant is presently doing business in Pennsylvania as a:
- Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
 - Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
 - Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
 - Competitive Local Exchange Carrier:
 - Facilities-Based
 - UNE-P
 - Data Only
 - Reseller
 - Incumbent Local Exchange Carrier.
 - Other (Identify).

9. APPLICANT'S PROPOSED OPERATIONS: The Applicant proposes to operate as:

- Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

- Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
- Competitive Local Exchange Carrier:
 - Facilities-based
 - UNE-P
 - Data Only
 - Reseller
- Incumbent Local Exchange Carrier
- Other (Identify).

10. **PROPOSED SERVICES:** Describe in detail the services which the Applicant proposes to offer. If proposing to provide more than one category in Item #9, clearly and separately delineate the services within each proposed operation. If proposing to operate as a facilities-based Competitive Local Exchange Carrier, provide a brief description of the Company's facilities.

In 2014, Shentel Communications, LLC ("Shentel") will begin construction of fiber facilities in the service areas identified below. Construction is expected to continue to 2016.

In 2015, Shentel proposes to offer, render, furnish, and supply facilities-based telecommunications services as a Competitive Access Provider, Competitive Local Exchange Carrier and interexchange toll reseller of long distance services. The Applicant's services will also include voice, data, metro Ethernet, and private line services. The Applicant may also offer wholesale services to affiliated resellers in the future.

11. **SERVICE AREA:** Describe the geographic service area in which the Applicant proposes to offer services. Clearly and separately delineate the service territory for each category listed in Item #9. For Competitive Local Exchange Carrier operations, you must name and serve the Incumbent Local Exchange Carriers in whose territory you request authority.

Shentel proposes to offer telecommunications services as a Competitive Local Exchange Carrier in the services territories of Verizon Pennsylvania, LLC., Verizon North, LLC, and the United Telephone Company of Pennsylvania, d/b/a/ CenturyLink. Shentel also proposes to offer CAP and IXC services throughout the Commonwealth of Pennsylvania.

12. **MARKET:** Describe the customer base to which the Applicant proposes to market its services. Clearly and separately delineate a market for each category listed in Item #9.

Shentel will offer CAP services to its affiliates and other telecommunications carriers. CLEC and IXC Toll services will be sold on a retail basis to business customers and may be sold on a wholesale basis to affiliated resellers in the future. Shentel will comply with Pennsylvania regulations regarding restriction of service.

13. **PROPOSED TARIFF(S):** Each category of proposed operations must have a separate and distinct proposed tariff setting forth the rates, rules and regulations of the Applicant. Every proposed tariff shall state on its cover page the nature of the proposed operations described therein, i.e., IXC Reseller, CLEC, CAP, or IXC Facilities-based. A copy of all proposed tariffs must be appended to each original and duplicate original and copy of Form 377. A copy of the Applicant's proposed Local Exchange tariff is attached hereto as **Appendix 3**. A copy of the Applicant's proposed Switched Access tariff is attached hereto as **Appendix 4**. A copy of the Applicant's proposed IXC tariff is attached hereto as **Appendix 5**. A copy of the Applicant's proposed CAP tariff is attached hereto as **Appendix 6**.
14. **FINANCIAL: Attach the following to the Application:**

A general description of the Applicant's capitalization and, if applicable, its corporate stock structure;

Current balance sheet, Income Statement, and Cash Flow Statement of Applicant or Affiliated Company, if relying on affiliate for financial security;

A tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania; provide the name, title, address, telephone number and fax number of the Applicant's custodian for its accounting records and supporting documentation; and indicate where the Applicant's accounting records and supporting documentation are, or will be, maintained.

If available, include bond rating, letters of credit, credit reports, insurance coverage and reports, and major contracts.

Shentel Communications, LLC is a wholly owned subsidiary of Shenandoah Telecommunications Company, a Virginia corporation.

A copy of Shenandoah Telecommunications Company's Annual Report on Form 10-K is included with this application as Appendix 7. The income statement and balance sheets of the Applicant are included in this document.

Accounting records are maintained at the Company's corporate offices located at 500 Shentel Way, Edinburg, VA 22824. If additional information is required in the review of this application, please contact Helene Gillespie, Manager of Wireline Accounting at (540) 984-5202.

15. **START DATE:** The Applicant proposes to begin offering services on or about Upon approval by the Commission.
16. **FURTHER DEVELOPMENTS:** Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.
- None**
17. **NOTICE:** Pursuant to 52 Pa. Code §5.14, you are required to serve a copy of the signed and verified Application, with attachments, on the below-listed parties, and file proof of such service with this Commission:

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

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

Office of Attorney General
Office of Consumer Protection
Strawberry Square
Harrisburg, PA 17120

A certificate of service must be attached to the Application as proof of service that the Application has been served on the above-listed parties. A copy of any Competitive Local Exchange Carrier Application must also be served on any and/or all Incumbent Local Exchange Carrier(s) in the geographical area where the Applicant proposes to offer services.

18. **FEDERAL TELECOMMUNICATIONS ACT OF 1996:** State whether the Applicant claims a particular status pursuant to the Federal Telecommunications Act of 1996. Provide supporting facts.
- Applicant claims the status of a Telecommunications Carrier as defined under the Telecommunications Act of 1996.**
19. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, limited to proceedings dealing with business operations in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

None of the parties specified in this Question 19 have been convicted of a crime involving fraud or similar activity.

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

Applicant:

Edward H. McKay

By:

EDWARD MCKAY

Title:

VICE PRESIDENT-WIRELINE &
ENGINEERING

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

AFFIDAVIT

[Commonwealth/State] of Virginia :
 :
 : ss.
County of SHEPPARD :

Edward H. McKay, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

Affiant is the VICE PRESIDENT (Office of Affiant) of SHENTEL COMMUNICATIONS, LLC (Name of Applicant;)
LLC

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

That SHENTEL COMMUNICATIONS, LLC, the Applicant herein, acknowledges that [he/she/it] may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; with the Federal Telecommunications Act of 1996, signed February 6, 1996, or with other applicable statutes or regulations;

That SHENTEL COMMUNICATIONS, LLC, the Applicant herein, asserts that Affiant] possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

***Next paragraph for CLEC Applicants ONLY (excluding data-only CLECS):**

That SHENTEL COMMUNICATIONS, LLC, the Applicant herein, asserts that Affiant has contacted the appropriate 911 Coordinator(s) via certified letter, from the list provided from the PUC website (<http://www.puc.state.pa.us>), and that arrangements are under way for the provisioning of emergency 911 service in each of the Counties/Cities where service is to be provided. The applicant certifies Affiant has attached a copy of the 911 Coordinator list indicating each 911 Coordinator contacted.

That the facts above set forth are true and correct] to the best of [Affiant knowledge, information and belief, and that Affiant expects said entity to be able to prove the same at any hearing thereof.

Edward H. McKay
Signature of Affiant

Sworn and subscribed before me this 1st day of August, 2014.
Month Year



Norma J. Copeland
Signature of official administering oath

My Commission expires July 31, 2016.

911 Coordinators for PA

Adams

Email jeline@adamscounty.us
230 Greenamyre Lane
Gettysburg, PA 17325-2313
John Ellne
Phone 7173348603
Fax 7173341822

Cumberland

Email twise@ccpa.net
1 Public Safety Drive
Carlisle, PA 17013
Theodore Wise
Phone 7172182901
Fax 7172406406

Dauphin

Email gkline@dauphinc.org
911 Gibson Boulevard
Steelton, PA 17113-1899
Gregory Kline
Phone 7175586800
Fax 7175586850

Franklin

Email bstevenson@franklincountypa.gov
390 New York Avenue
Chambersburg, PA 17201
Bryan Stevenson
Phone 7172642813
Fax 7172672813

Lancaster

Email mweaver@lcwc911.us
PO Box 487
Manheim, PA 17545-0487
Michael Weaver
Phone 7176641100
Fax 7176641126

Perry

Email tbell@perryco.org
PO Box 37
New Bloomfield, PA 17068
Thomas Bell
Phone 7175822131
Fax 7175827320

York

Email cadietz@ycdes.org
120 Davies Drive
York, PA 17402
Cindy Dietz
Phone 7178402911
Fax 7178407553

23. §1.36 Verification.

Verification

I, EDWARD MCKAY, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief), and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

8/1/2014 Edward H. McKay
Date Signature

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APPENDIX 1

Entity #: 4155578
Date Filed: 01/07/2013
Carol Aichele
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Application for Registration - Foreign

(15 Pa.C.S.)

- Registered Limited Liability General Partnership (§ 8211)
- Registered Limited Liability Limited Partnership (§ 8211)
- Limited Partnership (§ 8582)
- Limited Liability Company (§ 8981)

Corporation Service Company
486611-5 *JAS*

Commonwealth of Pennsylvania
APPLICATION FOR REGISTRATION 4 Page(s)



T1300711139

Fee: \$250

In compliance with the requirements of the applicable provisions (relating to registration), the undersigned, desiring to register to do business in this Commonwealth, hereby states that:

1. The name of the limited liability company/limited liability partnership/limited partnership in the jurisdiction in which it is formed:

Shentel Communications, LLC

2. The name under which the limited liability company/limited liability partnership/limited partnership proposes to register and do business in this Commonwealth is:

Shentel Communications, LLC

3. The name of the jurisdiction under the laws of which it was organized and the date of its formation:

Jurisdiction: Virginia Date of Formation: August 31, 2012

4. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street	City	State	Zip	County
-----------------------	------	-------	-----	--------

(b) Name of Commercial Registered Office Provider

C/O Corporation Service Company

County

Dauphin

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PA DEPT OF STATE

5. Check and complete one of the following:

The address of the office required to be maintained by it in the jurisdiction of its organization by the laws of that jurisdiction is:

500 Shentel Way	Edinburg	VA	22824
Number and street	City	State	Zip

It is not required by the laws of its jurisdiction of organization to maintain an office therein and the address of its principal office is:

Number and street	City	State	Zip
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~~6. For Restricted Professional Limited Liability Company Only. Strike out if inapplicable: The company is a restricted professional company organized to render the following professional service(s):~~

Limited Liability Partnership and Limited Partnership: Complete paragraphs 7 and 8

7. The name and business address of each general partner.

Name	Business Address

8. The address of the office at which is kept a list of the names and addresses of the limited partners and their capital contribution is:

Number and street	City	State	Zip	County
-------------------	------	-------	-----	--------

The registered partnership hereby undertakes to keep those records until its registration to do business in the Commonwealth is canceled or withdrawn.

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by a duly authorized officer/member or manager thereof this

4th day of Jan, 2012.

Shentel Communications, LLC
 Name of Partnership/Company

Ann Jones
 Signature

VP - Legal
 Title

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

Consent to Appropriation of Name
(19 Pa.Code § 17.2)

Pursuant to 19 Pa. Code § 17.2 (relating to appropriation of the name of a senior corporation) the undersigned association, desiring to consent to the appropriation of its name by another association, hereby certifies that:

1. The name of the association executing this Consent of Name is:
Shentel Communications Company

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
(b) Name of Commercial Registered Office Provider c/o Corporation Service Company				County Dauphin

3. The date of its incorporation or other organization is: 8/29/2012

4. The statute under which it was incorporated or otherwise organized is:
PA Business Corporation Law of 1988, as amended

5. The association(s) entitled to the benefit of this Consent of Name is(are):
Shentel Communications, LLC

6. The consenting association is about to (check one):
 Change its name Cease to do business Withdraw from doing business in PA Is being wound up

IN TESTIMONY WHEREOF, the undersigned association has caused this consent to be signed by a duly authorized officer thereof this 4th day of January, 2012.

Ann Jones
Signature
VP - Legal
Title

APPENDIX 2



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

LLC-1011
(10/11)

ARTICLES OF ORGANIZATION
OF A VIRGINIA LIMITED LIABILITY COMPANY

Pursuant to Chapter 12 of Title 13.1 of the Code of Virginia the undersigned states as follows:

1. The name of the limited liability company is

Shentel Communications, LLC

(The name must contain the words limited company or limited liability company or the abbreviation L.C., LC, L.L.C., or LLC)

2. A. The name of the limited liability company's initial registered agent is

Christopher E. French

B. The initial registered agent is (mark appropriate box):

(1) an INDIVIDUAL who is a resident of Virginia and

- a member or manager of the limited liability company.
- a member or manager of a limited liability company that is a member or manager of the limited liability company.
- an officer or director of a corporation that is a member or manager of the limited liability company.
- a general partner of a general or limited partnership that is a member or manager of the limited liability company.
- a trustee of a trust that is a member or manager of the limited liability company.
- a member of the Virginia State Bar.

OR

(2) a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

3. A. The limited liability company's initial registered office address, including the street and number, if any, which is identical to the business office of the initial registered agent, is

500 Shentel Way, Edinburg, VA 22824
(number/street) (city or town) (zip)

B. The registered office is located in the county or city of Shenandoah

4. The limited liability company's principal office address, including the street and number, is

500 Shentel Way, Edinburg VA 22824
(number/street) (city or town) (state) (zip)

Organizer(s):

(signature)

August 21, 2012

(date)

Christopher E. French

(printed name)

(telephone number (optional))

PRIVACY ADVISORY: Information such as social security number, date of birth, maiden name, or financial institution account numbers is NOT required to be included in business entity documents filed with the Office of the Clerk of the Commission. Any information provided on these documents is subject to public viewing.

SEE INSTRUCTIONS ON THE REVERSE

APPENDIX 3

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Shentel Communications, LLC
COMPETITIVE LOCAL EXCHANGE CARRIER
Regulations and Schedule of Charges
**Resold and Facilities-Based Local Exchange
Business Only Services**

Telecommunications Services

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania, LLC Telephone Pa. P.U.C. Nos. 180A; Verizon North, LLC Telephone Pa P.U.C. Nos. 1, 3, 5, and 6, The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink Pa. P.U.C. No. 27.

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.

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business:

Shentel Communications, LLC
500 Shentel Way
Edinburg, VA 22824

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

CHECK SHEET

Sheets 1 through 47 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>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
1	Original	30	Original
2	Original	31	Original
3	Original	32	Original
4	Original	33	Original
5	Original	34	Original
6	Original	35	Original
7	Original	36	Original
8	Original	37	Original
9	Original	38	Original
10	Original	39	Original
11	Original	40	Original
12	Original	41	Original
13	Original	42	Original
14	Original	43	Original
15	Original	44	Original
16	Original	45	Original
17	Original	46	Original
18	Original	47	Original
19	Original		
20	Original		
21	Original		
22	Original		
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28	Original		
29	Original		

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1 GENERAL**1.1 Explanation of Symbols**

- (C) Indicates Change
 (D) Indicates Rate Decrease
 (I) Indicates Rate Increase

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Pennsylvania. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to business customers.
- 1.2.3 The Company's service territory for facilities based services will initially consist of the exchanges below:

CenturyLink Exchanges:

<u>Exchange</u>	<u>Local Calling Areas</u>
Carlisle	Carlisle, Mount Holly Springs, Newville
Chambersburg	Chambersburg, Fayetteville, Marion, Saint Thomas
Columbia	Columbia, Elizabethtown, Lancaster (Verizon Pa.), Marietta, Mount Joy, Mountville, Wrightsville (Verizon North)
Fayetteville	Chambersburg, Fayetteville
Marietta	Columbia, Elizabethtown, Lancaster (Verizon Pa.), Marietta, Mt. Joy, Mountville
Shippensburg	Chambersburg, Newburg, Shippensburg
Waynesboro	Blue Ridge Summit, Greencastle, Highfield, Md. (C & P Tel. Co. of Md.), Waynesboro, Chambersburg

Verizon Pennsylvania Exchanges:

<u>Exchange</u>	<u>Local Calling Areas</u>
Harrisburg Zone 1	Dauphin, Halifax, Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Lewisberry (Commonwealth Tel.), Marysville (CenturyLink), Mechanicsburg, Middletown, Shellsville (Verizon North)

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Exchange	Local Calling Areas
Harrisburg Zone 2	Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown
Hummelstown	Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown, Palmyra, Shellsville (Verizon North)
Mechanicsburg	Dillsburg (Verizon North), Harrisburg Zone 1, Lewisberry (Commonwealth Tel.), Mechanicsburg
Middletown	Elizabethtown (CenturyLink), Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown

Verizon North Exchanges:

Exchange	Local Calling Areas
Hershey	Annville, Elizabethtown (CenturyLink), Harrisburg Zone 1 and 2, Hummelstown, Lebanon, Middletown, Palmyra, Shellsville, Steelton
Wrightsville	Red Lion, York, Columbia (CenturyLink)
York	Dover, Loganville, Manchester, Red Lion, Spring Grove, Wrightsville

1.3 Definitions

- 1.3.1. "Business" customer is a non-residential customer.
- 1.3.2. "Carrier," "Company" or "Utility" refers to Shentel Communications, LLC
- 1.3.3. "Central Office" means an operating office of the Company where connections are made between telephone exchange lines.
- 1.3.4. "Commission" means the Pennsylvania Public Utility Commission.
- 1.3.5. "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.6. "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.7. "Error" means a discrepancy or unintentional deviation by the Company from what is correct or true. An "error", can also be an omission in records.

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- 1.3.8. "Exchange" is an area, consisting of one or more central office districts, within which a call between any two points is a local call.
- 1.3.9. "Exchange Access Line" means a central office line furnished for direct or indirect access to the exchange system.
- 1.3.10. "Exchange Service" is the provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.
- 1.3.11. "Final Account" means a customer whose service has been disconnected who has outstanding charges still owed to the Company.
- 1.3.12. "Interruption" is the inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.
- 1.3.13. "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.14. "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.15. "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- 1.3.16. "Suspension" (for nonpayment) is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

2 RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company provides facilities based and resold telephone exchange and related telecommunications services to business customers for communications originating within the Commonwealth of Pennsylvania, under the terms of this tariff and other applicable tariffs and contracts.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this tariff;
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and

equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
 - 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
 - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary

to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

2.3.1 *In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified.*

2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of

any act or omission of the customer in connection with the services and facilities provided by the Company.

2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. 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, 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 and not due to the gross negligence or willful misconduct of the Company.

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment

and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

2.3.7.1 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.

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.8 Limitation of Liability

2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.4 Application for Service

2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first

distributed to customers to the day the succeeding directory is first distributed to customers.

- 2.4.1.3 The Company may require a minimum contract period longer than *one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.*

2.4.2 Cancellation of Service

- 2.4.2.1 Service may be terminated at any time upon at least five (5) days oral or written notice from the customer to the Company. Upon such termination, the customer shall be responsible for the payment of all charges due. This includes all charges due for the period of service that has been rendered plus any unexpired portion of a minimum service period and applicable Termination Charges.

Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

- 2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and *termination charges.*

- 2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.5 Payment for Service

- 2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill.

Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff. The Company complies with the requirements of Chapter 64 in 52 Pa. Code regarding billing standards and practices for residential customers. In instances where sections of this tariff may conflict with Chapter 64, regulations, the regulations in Chapter 64 will prevail.

- 2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.3 The Company reserves the right to require from an applicant for service *advance payments of fixed charges and nonrecurring charges*. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

- 2.5.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date. The penalty for termination of a term contract shall not exceed the total recurring charges for the remainder of the term.

2.6 Customer Deposits

- 2.6.1 When the Company determines an applicant is a credit risk or when the credit of an existing Customer has become doubtful, a Deposit may be required as security for the payment of future bills for service in accordance with the Company's written procedures for determining credit status. The Deposit requested will be in cash or the equivalent of cash and will be held as a guarantee for the payment of charges. A Deposit does not relieve the Customer of the responsibility for prompt payment of bills on presentation.

After service has been established and credit history and treatment demonstrates that the original deposit is not sufficient to safeguard the interests of the Company, the Company may require an adjustment of the Deposit not exceeding the local service and toll charge average for a two (2) month period.

Deposits will be returned to depositors who shall have paid promptly undisputed bills during a period of twelve (12) consecutive months. When service is terminated, any balance of the Deposit including accrued interest remaining after deduction of all sums due the Company will be returned to the Customer. Interest is paid on all deposits at a rate of six (6) percent per annum.

2.7 Late Payment Charges

2.7.1 Customer bills for telephone service are due on the due date specified on the bill.

A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the due date, a late payment charge of 1.25% will be applied to all amounts previously billed under this Tariff.

2.7.2 Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

2.7.3 Late payment charges do not apply to final accounts.

2.8 Disputed Bills

2.8.1 The Customer shall notify the Company of any disputed items on a bill within thirty (30) days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission's Bureau of Consumer Service:

PA Public Utility Commission
Bureau of Consumer Services
P.O. Box 3265

Harrisburg, PA 17105-3265
1-800-692-7380

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

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

2.9 Allowance for Interruptions in Service

2.9.1 In compliance with 52 Pa. Code §63.24.

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 with the exceptions noted in paragraph a.2.:

A.

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 twenty-four (24) hour periods during which the interruption continues after notice by the Customer of the Company's condition that the out-of-service extends beyond a minimum period of 24 hours.

2. 2/30 of each full twenty-four (24) hour period beyond the first three (3) twenty-four (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.

B. When service is interrupted for a period of at least twenty-four (24) hours due to such factors as storms, fires, floods or other condition 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 twenty-four (24) hours during which the interruption continues after notice by the Customer to the Company.

2.10 Taxes and Fees

- 2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.11 Returned Check Charge

The charge for a returned check is \$25.00.

2.12 Directory Assistance Call Allowance

Customers shall receive four free directory assistance calls per month with two requests per call. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

2.13 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

2.14 Suspension or Termination of Service

Nothing contained herein and no tariff adopted hereto shall limit any responsibility or liability on the part of the telephone company 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 a Customer or where the Company pursuant to the terms of the contract 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.

2.14.1 Suspension or Termination for Nonpayment

2.14.1.1 Non-payment Service Interruption

In the event of a proposed disconnection of Basic Local Service only, the following procedures shall apply:

2.14.1.1.1 No Basic Service shall be disconnected for Local Service Charge until at least 29 days from the date of the bill.

2.14.1.1.2. No Service can be disconnected for Local Service Charges unless the Company has given the affected customer a written notice of the proposed disconnection at least seven (7) days before the proposed date of disconnection. The notice must include:

- a) The final payment date of the amount due;
- b) The reason for the disconnection, including the unpaid balance due;
- c) A telephone number which the customer may call for information about the proposed disconnection; and
- d) The procedure for medical emergencies.
- e) Application of reconnection fee

f) The date on or after which service will be suspended.

2.14.1.1.3. When at least 10 days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee, and to remedy the original grounds for suspension.

2.14.1.2. Disconnection with Notice

Telephone service may be disconnected after proper notice for any of the following reasons:

2.14.1.2.1. Nonpayment of an undisputed delinquent account or the undisputed portion of an account where a dispute exists as to part but not all of an amount billed by the Company.

2.14.1.2.2. Failure to post a deposit, provide a guarantee or establish credit.

2.14.1.2.3. Unreasonable refusal to permit access to service connections, equipment and other property of the Company for maintenance or repair.

2.14.1.2.4. The use of service so as to interfere with or impair the use of service rendered to other customers.

2.14.1.2.5. Failure to comply with the material terms of a payment agreement.

2.14.1.2.6. Fraud or material misrepresentation of identity to obtain telephone service.

2.14.1.2.7. Violation of tariff provisions on file with the Commission so as to threaten the safety of a person or the integrity of the service delivery system of the Company.

2.14.1.2.8. Unpaid indebtedness for telephone service previously furnished by the LEC in the name of the customer within 4 years of the date the bill is rendered.

2.14.1.3. Disconnection without Notice

Telephone service may be disconnected without notice under the following conditions:

- 2.14.1.3.1. Where a known dangerous condition exists for as long as the condition exists. Where reasonable given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected premises as soon as possible after service has been disconnected.

2.14.1.4. Insufficient Grounds for Disconnection

Telephone service may not be disconnected for any of the following reasons:

- 2.14.1.4.1. Nonpayment of delinquent charges based on previously unbilled telephone service resulting from Company billing error if these charges exceed the otherwise normal, average bill by 50%. This does not prohibit suspension when the Company reviews the charges with the customer and offers to enter into a payment agreement which, at the option of the customer, may extend at least as long as necessary to ensure that the bill in one billing period will not be greater than the normal, average bill for the period plus 50%.
- 2.14.1.4.2. Nonpayment of delinquent fees for toll service where the Company is technically capable of terminating toll service without also terminating basic service.
- 2.14.1.4.3. Nonpayment for commercial service received at the same or different location.
- 2.14.1.4.4. Nonpayment of delinquent charges based on previously unbilled telephone service resulting from Company billing error if these charges exceed the otherwise normal, average bill by 50%. This does not prohibit suspension when the Company reviews the charges with the customer and offers to enter into a payment agreement which, at the

option of the customer, may extend at least as long as necessary to ensure that the bill in one billing period will not be greater than the normal, average bill for the period plus 50%.

2.14.1.5. Disconnection on Holidays or Weekends

Unless a dangerous condition exists or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the Company are not available to the public for the purpose of making collections and reconnecting services.

2.14.1.6. Abandonment of Service

The Company may not abandon a customer or a certified service area without written notice to its customers therein and all similar neighboring companies and without approval from the Commission.

2.14.2 Termination of Service by the Customer

Service may be terminated at any time upon at least Five (5) days oral or written notice from the customer to the Company. Upon such termination, the customer shall be responsible for the payment of all charges due. This includes all charges due for the period of service that has been rendered plus any unexpired portion of a minimum service period and applicable Termination Charges.

2.15 Unlawful Use of Service

2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of

transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.16 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.17 Telephone Solicitation by Use of Recorded Messages

2.17.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.18 Incomplete Calls

2.18.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

3 DESCRIPTION OF SERVICES

3.1 Trial Services

3.1.1 The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 Promotional Offerings

3.2.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer. Promotional service offerings must not extend longer than 6 months in any rolling 12-month period.

3.2.2 Regulations

3.2.2.1. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.

3.2.2.2. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. Customers will be required to respond affirmatively at any time the promotional service is being offered if they wish to continue the service beyond the promotional period.

3.2.2.3. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a

recurring charge for the period that the service was in place. Customers will be required to respond affirmatively at any time the promotional service is being offered if they wish to continue the service beyond the promotional period.

- 3.2.2.4. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- 3.2.2.5. The Company retains the right to limit the size and scope of a Promotional Trial.
- 3.2.2.6. Promotional offerings will be filed with the Commission in accordance with rules and regulations established by the Commission.

3.3 Individual Case Basis ("ICB") Offerings

- 3.3.1 ICB pricing may be developed for special circumstances and for services that are not listed in the Company's tariff. An ICB must be provided under contract to a customer. These rates will be made available to similarly situated customers on a non-discriminatory basis.

3.4 Customized Pricing Arrangements ("CPAs") Offerings

- 3.4.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer.

3.5 Directory Assistance Service

3.5.1 General

The Company furnishes Directory Assistance Service whereby customers may request assistance in determining telephone numbers.

3.5.2 Regulations

3.5.2.1 The rates as set forth in Section 4, following, apply when customers request Company assistance in determining telephone numbers of customers who are located in the same local service area or who are not located in the same local service area but who are located within the LATA.

3.5.2.2 Charges for Directory Assistance are not applicable to calls to the Directory Assistance Service attendant from telephones where the customer, or a member of the customer's business, has been affirmed in writing as unable to use a Telephone Company provided directory because of a visual or physical handicap.

3.6 Local Operator Services

3.6.1 Operator assisted local calls are calls placed within the customer's local service area through an operator.

3.6.2 Operator Assistance charges do not apply for the following calls:

- calls to listed official public emergency agencies
- calls to official Company numbers
- calls from experiencing dialing difficulty
- calls from persons who are visually and/or physically disabled

3.7 Directory Assistance Service

Service Charges are those charges associated with work performed by the Company in connection with the provision of service for a customer.

3.7.1 Service Ordering Charge

- 3.7.1.1 One Service Ordering Charge is applicable for work performed to comply with a customer's request for new connections, To and From orders, inside moves or changes in telephone service or restoral of service after disconnection.
- 3.7.1.2 The term "per order" means all work or service requested at the same time by the customer, and is performed or provided on the same premises.
- 3.7.1.3 Unless otherwise specified, the appropriate Service Ordering Charge is applicable for a customer request for service and is in addition to any Non-Recurring Charge (NRC) which may apply.

3.7.2 Line Connection Charges

- 3.7.2.1 Line Connection Charges are applicable but not limited to connection, restoring or changing main line services, including individual lines.

Line connection charges are applicable to other services as specified in this Tariff.

- 3.7.2.2 A line connection charge is applicable per line for telephone number changes made at the customer's request.
- 3.7.2.3 Line Connection Charges apply each time service is established at a location except for the following:
 - 1. When service is assumed prior to disconnection and no outstanding balance/charges are due, and,
 - 2. When there is only a change in account name/responsibility.

3.7.3 Premises Visit Charges

3.7.3.1 A Premises Visit Charge applies per account for each visit to a customer's premises to perform work requested by the customer.

3.7.3.2 However, when a Company employee is on the customer's premises for the purpose of repair, maintenance or changes in class or grade of service necessitating a premises visit, or where the visit is initiated by the Company, no Premises Visit Charges apply.

3.7.4 Service Charges Do Not Apply To:

- Service reestablished after destruction of the customer's premises by Act of God or a public enemy, whether at the same or another location. *Regular Service Charges apply to service reestablished in the old location after disconnection of service or after its establishment at another location under the above conditions.*
- Inside moves or changes required for the proper maintenance of service.
- *Inside moves or changes made at the initiation of the Company for service reasons.*

3.7.5 Restoral of Service

In the event service is suspended for non-payment, service will be restored upon payment of charges due or at the discretion of the Company. Service Ordering Charges and Line connection Charges apply.

When at the request of a customer, service is temporarily suspended, a Service Ordering Charge and Line Connection Charge will apply for the restoral of that service.

3.8 Directory Listings

The rates and regulations for directory listings in Section 3 and 4 apply only in connection with primary and additional listings in the alphabetical section of the telephone directory and/or listings in the information directory.

The alphabetical list of names of customers is designed solely for the purpose of identifying customers and those entitled to use the customer's service as an aid to the use of the telephone system and special prominence or arrangement of names is not contemplated.

The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the customer is not impaired thereby.

Listings must conform to the Company's specifications with respect to its directories.

One listing without charge and additional listings are regularly provided only in connection with the following classes of service: business, private branch exchange service and hotel service. When two or more lines are arranged in sequence, only the first or primary line will be listed.

3.8.1 Non-Published Services

Upon request, a customer may have his name omitted from the directory but included on information records (non-listed) or omitted from both the directory and information records (non-published). Such calls will be subject to the following rates and conditions:

- 3.8.1.1 Non-published, non-listed service will be furnished at a monthly charge plus the applicable service charge for establishing the service.
- 3.8.1.2 The applicable service charge will be made each time a non-listed, non-published, telephone number is changed to another number to be either non-listed or non-published.
- 3.8.1.3 No charge will be made to change a non-listed or non-published number to a listed number.
- 3.8.1.4 Calls to subscribers with non-published numbers will be initiated by the Company only when the number is given by the calling party. The Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number.
- 3.8.1.5 When non-published service is provided, the Company will not disclose the subscriber's telephone number to any person except as follows:

1. When presented a court order by duly authorized representatives of law enforcement agencies.
 2. To the Company's own employees who are required to know the number in the conduct of its business.
- 3.8.1.6 The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be disclosed inadvertently.
- 3.8.1.7 The following customers and/or service will not be subject to the monthly charge and non-recurring charge.
1. Business subscribers who have their primary telephone number published in the Company's directories and have other telephone numbers, associated with the same business, deleted from the Company's directories.

3.9 Special Arrangements

3.9.1 Special Construction

3.9.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the company (including return) and may include:

- a. Nonrecurring charges;
- b. Recurring charges;
- c. Termination liabilities; or
- d. Combinations of a, b, and c

3.9.1.2 Basis for Charges

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer

3.9.2 Non-Routine Installation and/or Maintenance

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

3.10 Bundled Services

Bundled services consist of regulated local exchange services combined with other communication services that are regulated under other tariffs of the Company filed with the Commission and/or services not regulated by the Commission. Examples of the other communications services that may be included in a bundle with regulated local services are: toll services, internet, and video. Where other communication services not regulated under this local exchange service tariff are listed in the bundles they will be marked with an asterisk**.

Non-regulated services may be included in bundled services. Non-regulated items are:

- Not regulated by the Commission
- Priced separately outside of this tariff
- Are included in this tariff only for informational purposes as part of the terms and conditions for the package.

3.11 Supplemental Services

3.11.1 Caller ID Blocking

A calling party may block the passage of his/her telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to Optional Central Office Services which utilize Signaling System 7 (SS7) technology. Blocking will also prevent call completion through the use of Return Call (*69) Service. Customers have two blocking options as follows:

Per-Call Blocking - To activate per-call blocking, a customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per-call blocking, and it is

provided on an unlimited basis. Per-call blocking is available to all customers in the Company's serving territory, or

Per-Line Blocking - Per-Line Blocking must be added to a customer's line by contacting the Telephone Company's business office and having a service order issued. All calls are automatically blocked when a customer subscribes to Per-Line Blocking unless the blocking feature is deactivated. If a customer subscribes to Per-Line Blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only. As facilities permit, a Per-Line Blocking customer will be provided with a separate code to deactivate blocking, which is different from the per call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate Per-Line Blocking will be the same. Per-Line Blocking is available to all customers in the Company's serving territory. Per-Line Blocking is provided without charge, except as discussed below.

Per-Line Blocking will be available to all customers, free of charge, in the Company's serving area and can only be added or removed from a customer's line by placing a service order with the Company. Initial requests for Per-Line Blocking will be provided at no charge. Subsequent requests for Per-Line Blocking for the same customer and telephone number at the same address may be charged the applicable non-recurring charge(s). This non-recurring charge will be waived for customers of the Company who are victims of domestic violence, the staffs of domestic violence programs and agencies, and emergency services personnel, while performing their jobs.

Customers who use either per-call blocking or line blocking may be unable to complete calls to Caller ID subscribers who have activated the Anonymous Call Rejection feature (ACR) of Caller ID services. If a customer using blocking calls a Caller ID subscriber who has activated Anonymous Call Rejection, he/she will hear an announcement that the Caller ID subscriber is not accepting blocked calls. There are several ways to complete a call to a Caller ID subscriber who has activated Anonymous Call Rejection: (1) place the call through an operator; (2) place the call on the Company's network using a Company's telephone calling card; or (3) place the call without blocking. Options (1) and (2) involve charges in addition to the cost of the call. However, the live operator surcharge will be waived for the Company's customers who are victims of domestic violence, the staffs of domestic violence program agencies and emergency service personnel, while in the performance of their jobs. If the operator surcharge cannot be waived when the call is being placed, the Company will, upon notification, credit the live operator surcharge to the aforementioned party's telephone bill. Furthermore,

should alternative methods become available in the future which permit the aforementioned to access the ACR party without revealing the caller's telephone number, the Company will waive any additional charges associated with such alternative methods. Blocked calls routed to the Anonymous Call Rejection (ACR) announcement will not be rated as completed calls.

Caller ID blocking will not prevent the delivery of telephone numbers to 911 emergency service providers. Caller ID blocking currently will not work for callers who place calls to 8xx, 900, and/or other information and message services carrying a specific charge billed to a caller by a local telephone company.

3.11.2 EMERGENCY 911 SERVICES

3.11.2.1 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.

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

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

MSAG Formatting, Format: Shall include changes to the identity of fields, order of fields, and number and arrangement of data elements in each field, and a telephone company's rearrangement

or regrouping of such data, without changing the MSAG content, for purposes of validating against MSAG records.

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'.

Telephone Company system: Reference to a service provider's own facilities-based network or, if operating as a nonfacilities-based competitive local exchange carrier, the facilities contracted by the Telephone Company for provision of service.

3.11.2.2 General

The Service Access Code 9-1-1 allows the customer to reach the appropriate emergency services including police, fire and medical services. Enhanced 9-1-1 has the ability to selectively route an emergency call to the primary 9-1-1 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary 9-1-1 provider for display at the Public Answering Point (PSAP).

Pursuant to the Public Safety Emergency Telephone Act (Act 78 of 1990), as amended, the Telephone Company collects a fee from its customers on behalf of the counties in its operating area to support the 9-1-1 system. Counties of the first through second class may impose a monthly contribution rate in an amount not to exceed \$1 per line on each local exchange access line. Counties of the third through fifth class may impose a monthly contribution rate in an amount not to exceed \$1.25 per line on each local exchange access line. Counties of the sixth through the eighth class may impose a monthly contribution rate not to exceed \$1.50 per line on each local exchange access line. The contribution rate may be used by counties for the expenses of implementing, expanding or upgrading a 911 system.

Parties dialing 9-1-1 waive the privacy afforded by non-listed and non-published service to the extent that the telephone number, names, and address associated with the originating station location are furnished to the Public Safety Answering Point.

3.11.2.3 Regulations

- A. The Telephone Company, whether supplying service through its own facilities or the use of an underlying carrier, will comply with the Protocols as set forth in, and in the form of Service Provider E-9-1-1 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 Relating to the Provision of Master Street Address Guides; Docket No. P-0097 1203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998 MSAG Order.
- B. The Telephone Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.
- C. The Telephone Company's liability and insurance provisions are fully stated in its tariff's General Regulations.
- D. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.
- E. The Telephone Company will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.
- F. The Host Telephone Company will install the county's/municipality's MSAG in 'read/write' format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.
- G. The Telephone Company shall not otherwise modify the content of the MSAG, but may make formatting changes approved by the county/municipality necessary

to enable the MSAG to conform to the telephone company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate customer information for input to the ALI database.

- H. The Telephone Company will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.
- 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.

4 RATES AND CHARGES

4.1 Calculation of Rates

- 4.1.1 Rates for service are based on flat rate usage. Rates are not mileage sensitive.
- 4.1.2 Timing of calls begins when the call is answered at the called station. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.

4.2 Local Service Provider Freeze

- 4.2.1 The Company will make available a local service provider freeze to all residence and business customers on a nondiscriminatory basis at no charge to the end user. This freeze prevents a change in the end user's local service provider unless the end user gives the carrier from whom the freeze was requested his or her express consent.
- 4.2.2 *The End users may request a freeze on their local service provider as a means of protection from unauthorized changes. In establishing a freeze, carriers must follow the verification procedures for preferred carrier freezes of the Federal Communications Commission ("FCC") (e.g., independent 3rd party verification, written letter of agency from customers, electronic authorization).*
- 4.2.3 The Company will accept a customer's written or oral authorization, including a three-way call with the customer, the Company and the new local service provider selected by the customer, to lift a freeze previously imposed by the customer on his or her choice of local service provider. In accordance with federal regulations, when engaged in oral authorization to lift a local service provider freeze, the Company must confirm appropriate customer identification data and the customer's intent to lift the freeze. Carriers will impose and lift the freeze in accordance with the then applicable provisions of the federal regulations, the current provisions of which appear at Title 47, Part 64 of the Code of Federal Regulations, 47 C.F.R. 64.1190. Carriers must still follow the verification procedures of the FCC for changing preferred carriers (e.g., independent 3rd party verification, written letter of agency from customers, electronic authorization).

4.3 Local Service Provider Freeze

4.3.1 Business Flat Rate Service

Business, Per Line	\$18.00 per month
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4.4 Directory Assistance Service Rates

Customer Dialed, per call	\$1.25
Operator Dialed, per call	2.00

4.5 Local Service Provider Rates

Rates – the following charges are in addition to any applicable toll charges

	Charge, per call
Operator Dialed Calling Card	\$0.60
Operator Completed	\$0.75
Billed to Third Number	\$0.75
Collect	\$0.75
Person to Person	\$1.50

4.6 Service Ordering Charges

	Business
Install or "To and From," Order Charge	\$20.00
Line Connection Charge	\$20.00
Premises Visit Charge	\$10.00

4.7 Directory Listings

4.7.1 Regular additional listings are provided at the following:

	Monthly Rate Business
1. Normal Listing	\$0.89
2. Foreign Listing	\$1.50

4.7.2 Non-listed and Non Published:

	Monthly Rate
Normal Listing	\$1.49
Foreign Listing	\$2.38

5 INTRALATA TOLL PRESUBSCRIPTION

5.1 General

IntraLATA toll presubscription is a procedure whereby an end user may select and designate an IntraLATA Toll Provider ("ITP") to access IntraLATA toll calls without dialing an access code. The end user may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user preferred IntraLATA toll provider.

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 IntraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the 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 ITP must use Feature Group D ("FGD") Switched Access Service to qualify as an IntraLATA toll provider. All ITPs must submit a Letter of Intent ("LOI") to the Company at least twenty days prior to the IntraLATA toll-presubscription-conversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.

Selection of an ITP by an end user is subject to the terms and conditions in Section 5.2.

5.2 Presubscription Charge Application

5.2.1 Initial Free Presubscription Choice for New Users

New end users (including an existing customer who orders an additional line) who subscribe to service will be asked to select a primary ITP when they place an order for Company Exchange Service. If a customer cannot decide upon an IntraLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA toll calls. The free selection period available to new end users is the period within thirty days of installation of the new service.

Initial free selections available to new end user are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.
3. Following a new end user's or Pay Telephone Service Provider's free selections, any change made more than 30-days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5.7.1 following.

5.2.2 Charge for IntraLATA Toll Presubscription

After expiration of the initial free presubscription choice period for new customers, as specified above, or existing customers, the end user or ITP will be assessed an IntraLATA Toll presubscription charge as specified in 5.7.1.

5.2.3 Cancellation of IntraLATA Toll Presubscription by an ITP

If an ITP elects to discontinue Feature Group D service after implementation of the IntraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users that it is canceling its Feature Group D service,

request that the end user select a new ITP and state that the canceling ITP will pay the PIC change charge. The ITP must provide written notification to COMPANY that this activity has taken place.

5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure")

- 5.3.1 When a discrepancy is determined regarding an end user's designation of a preferred IntraLATA toll carrier, 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 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 determines customer choice.

5.3.2 Verification of Orders for Telemarketing

No ITP shall submit to the Company a PIC change order generated by outbound telemarketing unless, and until, the order has first been conformed in accordance with the following procedures:

- 5.3.2.1 The ITP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:
- 5.3.2.1.A The customer's billing name and address and each telephone number to be covered by the PIC change order;
 - 5.3.2.1.B The decision to change the PIC to the ITP; and
 - 5.3.2.1.C The customer's understanding of the PIC change fee; or
- 5.3.2.2 The ITP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or

5.3.2.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the customer's date of birth or social security number).

5.3.3 The Company will follow the Federal Communications Commission's and the Pennsylvania Public Utility Commission's regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.

5.3.4 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. There is no reason a carrier may refuse to release a customer who has stated their intent to select a different carrier.

5.4 PIC Switchback Options

5.4.1 Customer denies requesting change of ITP.

When the Company is contacted by an end user who denies requesting a change in ITP primary IC, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous ITP at no charge.

The ITP is in no way relieved of the FCC requirements for:

5.4.1.1 Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or

5.4.1.2 *Instituting steps to obtain verification of orders submitted to the 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.

5.4.2 Customer requests Switchback to Previous ITP PIC.

When the Company is notified via a call from the customer, where the end user is not denying the authenticity of the most recent change to the

current PIC, the Company will change the customers ITP to the previous PIC. The customer will be billed the PIC charge as specified in 5.7.2.

5.5 IntraLATA Preferred Carrier Freeze Selection

The Company will offer a preferred carrier freeze option to all customers on a nondiscriminatory basis regardless of the customer's carrier selection at no charge to the end user. The preferred carrier freeze option prevents a change in the end-user's IntraLATA toll provider unless the end users request a change in carrier.

End users may request a preferred carrier freeze on their IntraLATA toll service as a means of protection from unauthorized IntraLATA PIC changes. The Company will only accept preferred carriers freezes either orally or in writing from end users. The preferred carrier freeze will be offered on a per line basis.

The Federal Communications Commission accepted the use of three-way calls to remove PIC freezes when the customer's IntraLATA toll presubscription choice has been frozen. Carriers must still follow the verification procedures for PIC changes of the Federal Communications Commission (e.g., independent 3rd party verification, written letter of agency from customer, electronic authorization). The carriers will impose and/or lift preferred carrier freeze request in accordance with Chapter 1 of Title 47 of the Code of Federal Regulation, Section 64.1190.

The customer owns the exclusive right to select the PIC freeze option on a per line basis, and may choose to unfreeze their PIC at any time in order to migrate from one carrier to another at any time. There is no reason a carrier may refuse to remove a PIC freeze from the line of a customer who has stated their intent to select a different carrier.

Marketing of PIC Freeze Option

The Company will not market the PIC freeze option to Customers within a 90-day period after implementation, i.e., 90 days following the Effective Date of this tariff. However, the freeze option is available during that period on Customer request.

5.6 Informational Notice to Customers

The Company will provide written notification to customers of their IntraLATA presubscription options and rights within 30 days of subscribing for service.

5.7 Rates and Charges

5.7.1 Charge for ITP Carrier Change \$ 5.00

5.7.2 Charge for Switchback Carrier Change \$ 5.00

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6 PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE

6.1 General

The Pennsylvania Telecommunications Relay Service (PA TRS) is a relay telecommunication service for the deaf, hard of hearing, hearing and/or speech disabled population of the Commonwealth. The PA TRS is mandated by the Americans with Disabilities Act of 1990 to provide functionally equivalent telephone services that are available to other U.S. citizens, at no additional cost. The PA TRS includes both traditional relay (devices such as Teletypewriters (TTY) and Telecommunication Devices for the Deaf (TDD)) and captioned-telephone voice-carry-over relay services (captioned telephone). These relay services permit telephone communications between individuals with hearing and/or speech disabilities, who must use a TTY, TDD or captioned telephone, with individuals having normal hearing and speech. Additionally, 711 abbreviated dialing is available to access the PA TRS. The Company's switching equipment is arranged to translate the "711" calls to the assigned toll-free number, (888) 895-1197, in order to route calls to the Telecommunications Relay Service Provider, in accordance with Commission's Order entered on February 4, 2000 at Docket No. M-00900239.

6.2 Surcharge

In addition to the charges provided in this tariff, a surcharge will apply to all business access lines served by this Company. (Access lines are those lines extending from the telephone company's central office to the end-user's premises.) 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, Telecommunications Device Distribution Program and the Print Media Access Service Program and shall be calculated by 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.

Per residential access line, per month	\$0.08
Per business access line, per month	\$0.09

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

Number of Centrex Lines	Equivalent Lines
1	1
2	2
3	3
4 to 6	4
7 to 10	5
11 to 15	6
16 to 21	7
22 to 28	8
29 to 36	9
37 to 45	10
46 to 54	11
55 to 64	12
65 to 75	13
76 to 86	14
87 to 98	15
99 to 111	16
112 to 125	17
126 to 139	18
140 to 155	19
156 to 171	20
172 to 189	21
190 to 207	22
208 to 225	23
226 to 243	24
244 to 262	25
263 to 281	26
282 to 300	27
Each additional 18 Centrex lines	1

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6.3 Rates

Local calls will be charged at the applicable local flat rate or local measured service rate. Toll calls will be charged at the applicable toll rate found in the selected long distance provider's rate schedule or current tariff. If the customer has not chosen a long distance carrier the default carrier's rates will apply for the toll calls.

APPENDIX 4

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Shentel Communications, LLC
COMPETITIVE LOCAL EXCHANGE CARRIER

Regulations and Schedule of Charges

Switched Access Tariff

Telecommunications Services

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania, LLC Telephone Pa. P.U.C. Nos. 180A; Verizon North, LLC Telephone Pa P.U.C. Nos. 1, 3, 5, and 6, The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink Pa. P.U.C. No. 27 .

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.

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business:

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Edinburg, VA 22824

Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof.

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TARIFF FORMAT

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CHECK SHEET

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1 GENERAL**1.1 Explanation of Symbols**

- (C) Indicates Change
 (D) Indicates Rate Decrease
 (I) Indicates Rate Increase

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Pennsylvania. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to carrier customers.
- 1.2.3 The Company's service territory for facilities based services will initially consist of the exchanges below:

<u>Exchange</u>	<u>ILEC</u>
Carlisle	CenturyLink
Chambersburg	CenturyLink
Columbia	CenturyLink
Fayetteville	CenturyLink
Harrisburg	Verizon
Hershey	VZ North
Hummelstown	Verizon
Marietta	CenturyLink
Mechanicsburg	Verizon
Middletown	Verizon
Shippensburg	CenturyLink
Waynesboro	CenturyLink
Writesville	VZ North
York	VZ North

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1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to Shentel Communications, LLC.
- 1.3.2 "Commission" means the Pennsylvania Public Utility Commission.
- 1.3.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.6 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

2 RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company provides access to the interexchange carrier of the customer's choice.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff;

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
- 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of

customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. 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, 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 and not due to the gross negligence or willful misconduct of the Company.

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless

from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

2.3.7.1 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.

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.8 Limitation of Liability

2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.4 Application for Service

2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

- 2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.
- 2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;
 - 2.4.2.2.A The total costs of installing and removing such facilities; or
 - 2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- 2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.5 Payment for Service

- 2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill.
- 2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

2.5.4 The Company will not collect attorney fees or court costs from customers.

2.6 Allowance for Interruptions in Service

2.6.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.7 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

2.8 Unlawful Use of Service

2.8.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.8.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.8.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.8.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the

subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.9 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.10 Telephone Solicitation by Use of Recorded Messages

- 2.10.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

3 DESCRIPTION OF SERVICES

3.1 Individual Case Basis ("ICB") Offerings

3.1.1 The tariff may not specify the price of a service in the tariff as ICB. The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer. All customers have non-discriminatory access to requesting the service under an ICB rate.

3.2 Access services

3.2.1 Switched Access Service provides for the switching and routing of interexchange telecommunications traffic to or from the called party's premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated entity, regardless of the specific functions provided or facilities used.

3.2.2 The Company affirms that all of its Maryland traffic either originates from or terminates to a VoIP end user and is, therefore, VoIP-PSTN.

3.3 Switched Access Rate Categories

3.3.1 There are two rate categories which apply to Switched Access Service provided by the Company: Tandem Transport and Network Access. No Carrier Common Line charge is assessed in this Tariff.

3.3.2 The Tandem Transport rate category provides for transmission between an access tandem and the Company's End Office, Trunk Gateway, or other functionally equivalent location. Rate Elements include:

A. Transport Termination

The Transport Termination element includes the non-distance sensitive portion of Tandem Transport and is assessed on a per-access-minute-of-use basis.

B. Transport Mileage

The Transport Mileage element includes the distance-sensitive portion of Tandem Transport and is assessed on a per-access-minute-of-use-per-mile basis. Transport Mileage will be calculated based on the airline mileage between the access tandem (or functional equivalent) and the

Company's End Office, Trunk Gateway, or functionally equivalent location within the applicable LATA.

- 3.3.3. The Network Access rate category provides the functional equivalent of traditional end office switching. It consists of the following elements: Network Switching and Common Trunk Port.

A. Network Switching

Network Switching provides for: (a) the establishment of a call path for the routing of Customer communications from the Company's End Office, Trunk Gateway, or functionally equivalent location to a Company End User and (b) the establishment of a call path for the routing of communications originating from a Company End User for delivery to the Company's End Office, Trunk Gateway, or functionally equivalent location.

The "establishment" of call path and routing is achieved through *equipment and facilities, including, in some cases, a soft switch or similar equipment*, owned, or controlled through contractual or other arrangements, by the Company, which allows for the routing of voice communications between the Company's End Office, Trunk Gateway, or functionally equivalent location and End Users via SS7 signaling based on telephone numbers obtained by the Company and assigned to End Users as set forth in the LERG.

B. Common Trunk Port

Common Trunk Port provides for the termination of tandem transport trunks in shared ports at the Company's End Office, Trunk Gateway, or functionally equivalent location. The Common Trunk Port rate is assessed on a per-MOU basis to all trunkside originating and terminating access minutes routed to the Company via a third-party access tandem.

4 RATES AND CHARGES

4.1 Switched Access Rate

4.1.1 The Company switched access rate is \$0.002 per minute.

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500 Shentel Way
Edinburg, VA 22824

APPENDIX 5

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Shentel Communications, LLC
COMPETITIVE LOCAL EXCHANGE CARRIER
Regulations and Schedule of Charges

Resold Inter-Exchange

Telecommunications Services

Between Points Within the Commonwealth of Pennsylvania

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.

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1 GENERAL

1.1 Explanation of Symbols

- (C) Indicates Change
- (D) Indicates Rate Decrease
- (I) Indicates Rate Increase

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Pennsylvania. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to business customers in the Commonwealth of Pennsylvania.

1.3 Definitions

- 1.3.1 "Business" customer is a non-residential customer.
- 1.3.2 "Carrier," "Company" or "Utility" refers to ShenTel Communications, LLC.
- 1.3.3 "Commission" means the Pennsylvania Public Utility Commission.
- 1.3.4 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.5 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.6 "Long Distance Service" is that of furnishing facilities for telecommunications between dial tone lines in different local service areas in accordance with the regulations and schedule of rates specified in this tariff. Long distance rates include no compensations for the use of exchange facilities.
- 1.3.7 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.8 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.9 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

2 RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company is a carrier providing intrastate resold inter-exchange communications services to Customers for the direct transmission of voice, data and other types of telecommunications within the Commonwealth of Pennsylvania as described in this Tariff.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this tariff;
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting,

maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
 - 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
 - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in

this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.3.2 Service Irregularities

2.3.2.1 *The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.*

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. 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, 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 and not due to the gross negligence or willful misconduct of the Company.

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and

against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

2.3.7.1 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.

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.8 Limitation of Liability

2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.4 Application for Service

2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.5 Payment for Service

2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff. The Company complies with the requirements of Chapter 64 in 52 Pa. Code regarding billing standards and practices for residential customers. In instances where sections of this tariff may conflict with Chapter 64, regulations, the regulations in Chapter 64 will prevail.

2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service

was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

- 2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

- 2.5.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.

2.6 Allowance for Interruptions in Service

- 2.6.1 ShenTel Communications, LLC does not collect deposits.

2.7 Late Payment Charges

- 2.7.1 Customer bills for telephone service are due on the due date specified on the bill.

A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the due date, a late payment charge of 1.25% will be applied to all amounts previously billed under this Tariff.

- 2.7.2 Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- 2.7.3 Late payment charges do not apply to final accounts.

2.8 Disputed Bills

- 2.8.1 The Customer shall notify the Company of any disputed items on a bill within thirty (30) days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission's Bureau of Consumer Service:

PA Public Utility Commission
Bureau of Consumer Services
P.O. Box 3265
Harrisburg, PA 17105-3265
1-800-692-7380

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

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

2.9 Allowance for Interruptions in Service

- 2.9.1 In compliance with 52 Pa. Code §63.24.

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 with the exceptions noted in paragraph a.2.:

A.

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 twenty-four (24) hour periods during which the interruption continues after notice by the Customer of the Company's condition that the out-of-service extends beyond a minimum period of 24 hours.

2. 2/30 of each full twenty-four (24) hour period beyond the first three (3) twenty-four (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.

B. When service is interrupted for a period of at least twenty-four (24) hours due to such factors as storms, fires, floods or other condition 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 twenty-four (24) hours during which the interruption continues after notice by the Customer to the Company.*

2.10 Taxes and Fees

- 2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.11 Returned Check Charge

The charge for a returned check is \$25.00

2.12 Directory Assistance Call Allowance

Residential customers shall receive four free directory assistance calls per month with two requests per call. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

2.13 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

2.14 Suspension or Termination of Service

Nothing contained herein and no tariff adopted hereto shall limit any responsibility or liability on the part of the telephone company 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 a Customer or where the Company pursuant to the terms of the contract 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.

2.14.1 Suspension or Termination for Nonpayment

2.14.1.1 Non-payment Service Interruption

In the event of a proposed disconnection of Basic Local Service only, the following procedures shall apply:

2.14.1.1.1 *No Basic Service shall be disconnected for Local Service Charge until at least 29 days from the date of the bill.*

2.14.1.1.2. No Service can be disconnected for Local Service Charges unless the Company has given the affected customer a written notice of the proposed

disconnection at least seven (7) days before the proposed date of disconnection. The notice must include:

- a) The final payment date of the amount due;
- b) The reason for the disconnection, including the unpaid balance due;
- c) A telephone number which the customer may call for information about the proposed disconnection; and
- d) The procedure for medical emergencies.
- e) Application of reconnection fee
- f) The date on or after which service will be suspended.

2.14.1.1.3. When at least 10 days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee, and to remedy the original grounds for suspension.

2.14.1.2. Disconnection with Notice

Telephone service may be disconnected after proper notice for any of the following reasons:

- 2.14.1.2.1. Nonpayment of an undisputed delinquent account or the undisputed portion of an account where a dispute exists as to part but not all of an amount billed by the Company.
- 2.14.1.2.2. Failure to post a deposit, provide a guarantee or establish credit.
- 2.14.1.2.3. Unreasonable refusal to permit access to service connections, equipment and other property of the Company for maintenance or repair.
- 2.14.1.2.4. The use of service so as to interfere with or impair the use of service rendered to other customers.

- 2.14.1.2.5. Failure to comply with the material terms of a payment agreement.
- 2.14.1.2.6. Fraud or material misrepresentation of identity to obtain telephone service.
- 2.14.1.2.7. Violation of tariff provisions on file with the Commission so as to threaten the safety of a person or the integrity of the service delivery system of the Company.
- 2.14.1.2.8. Unpaid indebtedness for telephone service previously furnished by the LEC in the name of the customer within 4 years of the date the bill is rendered.

2.14.1.3. Disconnection without Notice

Telephone service may be disconnected without notice under the following conditions:

- 2.14.1.3.1. Where a known dangerous condition exists for as long as the condition exists. Where reasonable given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected premises as soon as possible after service has been disconnected.

2.14.1.4. Insufficient Grounds for Disconnection

Telephone service may not be disconnected for any of the following reasons:

- 2.14.1.4.1. Nonpayment of delinquent charges based on previously unbilled telephone service resulting from Company billing error if these charges exceed the otherwise normal, average bill by 50%. This does not prohibit suspension when the Company reviews the charges with the customer and offers to enter into a payment agreement which, at the option of the customer, may extend at least as long as necessary to ensure that the bill in one billing period will not be

greater than the normal, average bill for the period plus 50%.

2.14.1.4.2. Nonpayment of delinquent fees for toll service where the Company is technically capable of terminating toll service without also terminating basic service.

2.14.1.4.3. Nonpayment for commercial service received at the same or different location.

2.14.1.4.4. Nonpayment of delinquent charges based on previously unbilled telephone service resulting from Company billing error if these charges exceed the otherwise normal, average bill by 50%. This does not prohibit suspension when the Company reviews the charges with the customer and offers to enter into a payment agreement which, at the option of the customer, may extend at least as long as necessary to ensure that the bill in one billing period will not be greater than the normal, average bill for the period plus 50%.

2.14.1.5. Disconnection on Holidays or Weekends

Unless a dangerous condition exists or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the Company are not available to the public for the purpose of making collections and reconnecting services.

2.14.1.6. Abandonment of Service

The Company may not abandon a customer or a certified service area without written notice to its customers therein and all similar neighboring companies and without approval from the Commission.

2.14.2 Termination of Service by the Customer

Service may be terminated at any time upon at least Five (5) days oral or written notice from the customer to the Company. Upon such termination, the customer shall be responsible for the payment of all charges due. This includes all charges due for the period of service that has been rendered plus any unexpired portion of a minimum service period and applicable Termination Charges.

2.15 Unlawful Use of Service

2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.16 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.17 Telephone Solicitation by Use of Recorded Messages

2.17.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.18 Incomplete Calls

- 2.18.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

3 DESCRIPTION OF SERVICES

3.1 Trial Services

- 3.1.1 The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 Promotional Offerings

3.2.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer. Promotional service offerings must not extend longer than 6 months in any rolling 12-month period.

3.2.2 Regulations

- 3.2.2.1. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- 3.2.2.2. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. Customers will be required to respond affirmatively at any time the promotional service is being offered if they wish to continue the service beyond the promotional period.
- 3.2.2.3. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a

recurring charge for the period that the service was in place. Customers will be required to respond affirmatively at any time the promotional service is being offered if they wish to continue the service beyond the promotional period.

- 3.2.2.4. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- 3.2.2.5. The Company retains the right to limit the size and scope of a Promotional Trial.
- 3.2.2.6. Promotional offerings will be filed with the Commission in accordance with rules and regulations established by the Commission.

3.3 Individual Case Basis ("ICB") Offerings

- 3.3.1 The tariff may not specify the price of a service in the tariff as ICB. The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer. All customers have non-discriminatory access to requesting the service under an ICB rate.

3.4 Customized Pricing Arrangements ("CPAs") Offerings

- 3.4.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer.

3.5 Direct Dialed Intrastate Long-Distance Service

Dialed Intrastate Message Telecommunications Services are measured use point to point services within the state of Pennsylvania. Charges are as specified in Section 4, following.

4 RATES AND CHARGES

4.1 Calculation of Rates

4.1.1 There is no variation in call rates based on time of day or day of week.

4.1.2 Timing of calls begins when the call is answered at the called station.

Calls are billed per minute in 60 second increments.

4.2 Dial-Around Compensation Surcharge for Payphones

4.2.1 A Dial-Around Compensation Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. The Surcharge applies to:

- A. Calling card service
- B. Collect calls
- C. Third party billed
- D. Directory Assistance calls
- E. Pre-paid card service

4.2.2 The Surcharge does not apply to:

- A. Calls paid for by inserting coins
- B. Calls placed from stations other than public/semi-public payphones
- C. Calls placed to the Pennsylvania Telecommunications Relay Service for the hearing impaired
- D. Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.

4.2.3 The Dial Around Compensation Surcharge rate is \$0.50 per call

4.3 Direct Dial Intrastate Long Distance Service

Per Call, Per Minute \$.10

4.4 Directory Assistance Service

No directory assistance charges are authorized for a person who suffers from a physical or visual handicap that precludes the use of a telephone directory.

Directory Assistance Service, per call \$1.25

APPENDIX 6

RECEIVED
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PA PUC
SECRETARY'S BUREAU

Shentel Communications, LLC

COMPETITIVE ACCESS PROVIDER
TARIFF Regulations and Schedule of
Charges
For business and enterprise customers
only

Title Page

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

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business:

Shentel Communications, LLC
500 Shentel Way
Edinburg, VA 22824

Issued: August 4, 2014

Effective date: October 3, 2014

Edward H. McKay, Vice President – Wireline and Engineering
Shentel Communications, LLC
500 Shentel Way
Edinburg, VA 22824

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.

- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
 - 2.1.1.1.A
 - 2.1.1.1.A.1

- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

LIST OF MODIFICATIONS

CHANGES MADE IN THIS FILING:

Issued: August 4, 2014

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CHECK SHEET

Sheets 1 through 31 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.

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Section 1- GENERAL

1 GENERAL

1.1 Explanation of Symbols

The following symbols will be used in to signify changes to this tariff:

- (I) – To signify increased rate
- (D) – To signify decreased rate
- (C) – To signify all other changes

1.2 Application of the Tariff

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate access services within the Commonwealth of Pennsylvania by Shentel Communications, LLC.

This tariff applies only to the extent that 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 Commonwealth of Pennsylvania.

This tariff is in concurrence with all applicable State and Federal Laws (including but not limited to, 52 Pa. Code, 66 Pa. C.S., the Telecommunications Act of 1996), and 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.

The Company's services are available to business Customers.

The Company's service territory is statewide and local calling areas are consistent with the tariffs of Verizon Pennsylvania, LLC, Verizon North, LLC and The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink.

1.3 Definitions

1.3.1 "Carrier," "Company" or "Utility" refers to Shentel Communications, LLC

1.3.2 "Commission" means the Pennsylvania Public Utility Commission.

- 1.3.3 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.4 "FOC Date" means Firm Order Commitment Date.
- 1.3.5 "Gateway" means a Company location where its long haul and metro networks interconnect.
- 1.3.6 "Individual Case Basis ("ICB")" means a service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the Customer.
- 1.3.7 "MRC" means monthly recurring charge.
- 1.3.8 "MTTR" means mean time to repair. It is the estimated average time required to correct network failures.
- 1.3.9 "NRC" means non-recurring charge.
- 1.3.10 "On-Net" means any service that is provided between locations on the telecommunications network owned by Shentel Communications, LLC.
- 1.3.11 "Off-Net" means service provided on a telecommunications network that is not part of the telecommunications network owned by Shentel Communications, LLC, but is used to provide services to a Customer.
- 1.3.12 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.13 "Service Order" is a written request for services executed by the Customer and the Company in the format required 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 the tariff.
- 1.3.14 "VGE" means Voice Grade Equivalent. The VGE for various circuit types are as follows:

Type of Circuit	VGE
DS-3	672 Channels

OC-3	2,016 Channels
OC-12	8,064 Channels
OC-48	32,256 Channels

Section 2 – RULES AND REGULATIONS

2 RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company undertakes to furnish facilities-based dedicated Wavelength and Ethernet services to business Customers within the Commonwealth of Pennsylvania. Subject to the approval by the Commission, the Company may offer other services in the future to complement its core dedicated broadband fiber optic services. To the extent that it is required, such future service offerings will be set forth in transmittals detailing changes to this tariff or other tariffs the Company has on file with the Commission.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other providers. The Company is responsible under this tariff only for the services provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company in a non-discriminatory manner consistent with the authority granted by the Commission.

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

2.2 Obligations of the Customer

2.2.1 The Customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff;

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions

of the Customer; or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the Customer's premises.
 - 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
 - 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
 - 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.
- 2.2.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

- 2.3.1 In view of the fact that the Customer has exclusive control over the use of service and facilities furnished by the Company, and because certain

errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange company except where the Company contracts the other carrier, in which event the Company shall be liable only to the extent that the Company is able to recover from the other carrier and said recovery will be passed on to the Customer; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.

2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the Customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the Customer with facilities of the Company; and against all other claims arising out of any act or omission of the Customer in connection with the services and facilities provided by the Company.

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the Customer's premises related to the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. 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, 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 and not due to the gross negligence or willful misconduct of the Company.

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the Customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The Customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

2.3.7.1 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.

2.3.8 Limitation of Liability

2.3.8.1 In no event shall the Company be liable for direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, loss of revenues or profit, loss of goodwill, loss of use of any property, cost of substitute performance, equipment or services, downtime costs or any claim for damages, even if advised of the possibility of such damages.

2.3.8.2 The Company shall not be liable to the Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall be events of force majeure and may include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm, power failure, or other similar occurrences, any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governments or of any department agency, board, court, bureau, corporation or other instrumentality of any one or more said governments) or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays.

If the Company's failure of performance by reason of force majeure specified above shall be for thirty (30) days or less, then the service shall remain in effect, but an appropriate percentage of charges shall be abated and/or credited in the discretion and determination of the Company; if for more than thirty (30) days, then the service may be canceled by either party without liability.

2.4 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when 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.

2.4.1 Customer Liability for Fraud and Unauthorized Use of the Network

2.4.1.1 Except as provided elsewhere in this tariff, the Customer is responsible for payment of all charges for services provided under this tariff furnished to the Customer. 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.

2.4.1.2 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.

2.4.1.3 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.

2.4.1.4 The following activities constitute fraudulent use:

2.4.1.4.A Using the network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;

2.4.1.4.B Using or attempting to use the network with the intent to avoid payment, either in whole or in 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 or false or invalid numbers, false credit devices or electronic devices.

2.5 Minimum Period of Service

2.5.1 Minimum Contract Period

2.5.1.1 Except as otherwise provided, the minimum contract period is one year for all services furnished.

2.5.1.2 The Company may require a minimum contract period longer than one year in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.5.2 Cancellation of Service/Termination Liability

2.5.2.1 Cancellation of Service

Customer may cancel a Service Order without Termination Charges if written notice of cancellation is received by the Company at the fax number specified on the Service Order before the FOC Date has been issued for that Service Order. If Customer cancels a Service Order after the FOC Date has been issued for that Service Order, Termination Charges, which are defined below, shall apply. 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 this tariff.

2.5.2.2 Termination Liability

If the service is terminated by reason of Customer's default, before the expiration of the term, or if Customer cancels or terminates the Service without cause prior to the end of the term by providing the Company with no less than ninety (90) days prior written notice, in addition to all other sums due and owing, Customer will be required to pay a termination charges ("Termination Charges") as set forth below and as reflected in a Customer's service order or contract. The parties acknowledge and agree Termination Charges reflects a reasonable estimate of the damages incurred by the Company as a result of the early termination, and is not a penalty against the Customer. Notwithstanding the foregoing, the Customer shall be liable for (a) the Company's costs of construction and installation on the Customer's behalf relating to the Service plus fifteen percent (15%); (b) all disconnection, early

cancellation, penalties or termination charges payable to third parties incurred by the Company on the Customer's behalf relating to the Service; (c) all applicable sales or other taxes; and (d) all other non-monetary remedies in the case of the Customer's default. Notwithstanding any provision or inference to the contrary contained herein, any monetary sums theretofore owing under this Tariff or a Service Order or Contract shall survive its termination.

2.6 Payment for Service

2.6.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the Customer's bill. Service will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in Section 2.14 of this tariff.

2.6.2 The Customer is responsible for payment of all charges for service furnished to the Customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.6.3 Advance Payments

The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the service or facility.

In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the Customer's initial bill.

Advance payments for installation costs or special construction will be credited on the first bill in their entirety. Advance payments do not accrue interest.

2.6.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a termination charge for early cancellation by the Customer, then the Customer shall be notified sixty (60) in advance of the Customer's current contract expiration

date.

2.7 Customer Deposits

2.7.1 The Company reserves the right to validate the creditworthiness of the Customer prior to the commencement of service, and to reject, in the Company's sole judgment, unqualified Customers. No Customer shall have any claim against the Company for credit rejection. A Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to the charge for two months of service. If subsequent payment or usage patterns change, the Company may request an increase in or re-submission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.

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

2.7.3 Inadequate Deposit

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

2.7.4 Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount to the deposit to the Customer by check. If the Customer is not entitled to a refund under 52 Pa. Code § 64.37, the

Company shall review the Customer's account each succeeding quarter and make the appropriate disposition of the deposit in accordance with § 64.37 and § 64.38 (relating to the application of deposit to bills).

2.7.5 Refund Statement

When a cash deposit is refunded, the Company shall either mail or deliver to the Customer a written statement showing the amount of the original deposit plus all accrued interest, the application of the deposit to a bill which had previously accrued, the amount of the unpaid bills liquidated by the deposit, and the remaining balance.

2.7.6 Interest on Deposits

Interest on deposits shall be calculated in at a rate of 6% per annum, in accordance with the manner prescribed by the Commission.

2.8 Late Payment Charges

2.8.1 If any portion of the payment is received by the Company after the due date, 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 charge shall be due to the Company. The late payment charge is the amount of the lesser of 1.25% of the unpaid balance per month or the highest percentage allowable by the Commission per month for bills not paid within thirty (30) days of mailing of the invoice. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied nor to security deposits. Late payment charges will be applied without discrimination.

2.9 Customer Complaints and Billing Disputes

2.9.1 Customers should notify the Company of billing or other disputes in writing within thirty (30) days of the date of mailing of the invoice and should provide detailed information regarding any such disputed amounts. Any amounts disputed in good faith shall not be due and payable until such dispute is resolved. All undisputed amounts are due and payable by the due date. The Company's Customer Service representatives may be contacted at:

500 Shentel Way
PO Box 459

Edinburg, VA 22824
Toll-free Telephone: (800) 743-6895
Attn: Customer Service Department

- 2.9.2 The Company will then follow the procedures set forth by the Commission's rules regarding disputed bills. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Company will inform the Customer of his or her right to file a complaint with the Commission in accordance with the Commission's rules of procedure.

Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the Customer to:

Pennsylvania Public Utility Commission
Bureau of Consumer Services
North Office Building, Room B20
Harrisburg, Pennsylvania 17105
Toll-free Telephone: 1-800-692-7380

- 2.9.3 If the resolution of such dispute favors the Customer, the Company shall:
- 2.9.3.1 Credit the Customer in the amount of the disputed amount if the Customer previously paid such amount to the Company; or,
 - 2.9.3.2 Forgive such disputed amount if the Customer did not previously pay such disputed amount to the Company.
- 2.9.4 If the resolution of such dispute favors the Company, either:
- 2.9.4.1 Immediately upon resolution, the Customer shall pay the disputed amount together with interest accrued thereon if not previously paid to the Company; or,
 - 2.9.4.2 the Company shall keep such disputed amount together with any accrued interest thereon if previously paid to the Company.

2.10 Allowance for Interruptions in Service

- 2.10.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. If the affected service or equipment is provided by an

underlying carrier, a credit will be allowed to the extent that such credit is recovered by the Company from the underlying carrier.

- 2.10.2 A service is interrupted when it becomes inoperative to the Customer. That is, the Customer is unable to transmit or receive because of a failure of a component furnished by the Company under this tariff.
- 2.10.3 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.
- 2.10.4 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.
- 2.10.5 The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.10.6 Limitations of Allowances for Interruptions in Services

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

- 2.10.6.1 Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company;
- 2.10.6.2 Due to the failure of power, equipment, systems, connections, or services not provided by the Company;
- 2.10.6.3 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;
- 2.10.6.4 During any period in which the Customer continues to use the service on an impaired basis;

- 2.10.6.5 During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Service Order for a change in service arrangements;
- 2.10.6.6 That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction;
- 2.10.6.7 That was not reported to the Company within thirty (30) days of the date that service was affected.

2.10.7 Use of Another Means of Communication

If the Customer elects to use another means of communications during the period of interruption, the Customer will be fully responsible for all charges for the alternative service used.

2.10.8 A credit allowance will be issued in accordance with the following:

- 2.10.8.1 A credit will be given for any unplanned period of complete loss of transmit or receive capability occurring on the Company's network ("Outage Credit"), subject to the Limitations of Allowances for Interruptions in Service set forth above and the provisions of 52 Pa. Code § 63.24(B)(3)

2.10.8.2 On-Net Services Outage Credit

For On-Net Services, the Customer will be credited with no more than the equivalent of one month's recurring circuit charge for the affected Service for a complete loss of receipt or transmission capability lasting more than one thousand four hundred forty (1,440) aggregate minutes in any thirty-day period, provided, the cause of such Service Outage is determined to be on the Company's network. Credits will only be received if a) both ends of such circuits are on the Company's network, and b) the cause of such Service Outage is determined to be in the Company's network. No more than one (1) full month's credit will be provided for the Service in any one (1) month.

For On-Net Services Service Outages on the Company's network defined in the preceding paragraph, the Customer will be credited 1/1,440 of monthly recurring charges per thirty (30)-minute Service

Outage up to and including a twenty-four (24)-hour period.

The Outage Credit shall apply to the charges for the Service affected by a Service Outage; provided, however, that if any portion of the affected Service remains beneficially used or usable by the Customer between any intermediate terminals (where Customer has installed drop and insert capability) or end terminals, the credit shall not apply to that portion of the Service. The Company shall give notice to the Customer of any scheduled outage as early as is practicable, and a scheduled outage shall under no circumstances be viewed as a Service Outage hereunder.

Outage Credits shall not be granted if the malfunction of any end-to-end circuit is due to a Service Outage or other defect occurring in the Customer's interconnection service or Customer equipment.

2.10.8.3 Off-Net Services Outage Credit

For Off-Net Services, the Customer will be credited no more than the same credit received by the Company from the underlying carrier as a pass-thru credit.

2.10.8.4 Liability for Service Outage

The Outage Credits provided above shall be the Customer's sole and exclusive remedy for Service Outage or interruptions of service. The Company shall not have any liability of any nature whatsoever to any third parties relating to such interruptions and Customer agrees to hold the Company harmless from any claims, damages or liabilities relating thereto.

2.11 Taxes and Fees

2.11.1 All state and local taxes and fees shall be listed as separate line items on the Customer's bill.

2.11.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local

agency of government.

- 2.11.3 Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.

2.12 Returned Check Charge

A charge of \$25.00 will be assessed for any check returned by drawee bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.13 Special Customer Arrangements

In cases where a Customer's order requires special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.14 Termination of Service:

2.14.1 Denial of Service Without Notice

The Company may discontinue service without notice for any of the following reasons:

- 2.14.1.1 Hazardous Condition. For a condition on the Customer's premises determined by the Company to be hazardous.
- 2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.

- 2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.14.1.5. Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.
- 2.14.2. Denial of Service Requiring Notice
 - 2.14.2.1 The Company may deny service for any of the following reasons provided it has notified the Customer of its intent, in writing, to deny service and has allowed the Customer a reasonable time of not less than seven (7) days in which to remove the cause for denial:
 - 2.14.2.1.A Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Title 52 of the Pennsylvania Administrative Code, or for violation of or non-compliance with the Company's tariffs on file with the Commission.
 - 2.14.2.1.B Failure on Contractual Obligations. For failure of the Customer to fulfill his contractual obligations for service or facilities subject to regulation by the Pennsylvania Public Utility Commission.
 - 2.14.2.1.C Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment.
 - 2.14.2.1.D Non-payment of Bill.
 - 2.14.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the Customer written notice of its intent to deny service if settlement of his account is not made and provided the Customer has at least seven (7) days, excluding Saturdays, Sundays, bank holidays or any days when the business office of the Company is closed, in which to make settlement before his service is denied.
 - 2.14.2.1.D.2 In cases of bankruptcy, receivership or abandonment of service, the Company may, by seven (7) days

notice to the Customer, discontinue or suspend service without incurring any liability.

2.14.2.1.D.3 Failure to Comply with Service Conditions. For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.14.2.1.D.4 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to service.

2.14.2.1.D.5 Failure to Pay Increased Deposit Required. For failure of the Customer to pay an increased security deposit when warranted by the Company to protect its revenue.

2.14.2.2 Upon the Company's discontinuance of service to the Customer under Section 2.14.2.1.A or 2.14.2.1.D.1, 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).

2.14.3 If service is disconnected or suspended by the Company and later re-installed or restored, re-installation or restoration of service will be subject to all applicable installation charges.

2.15 Unlawful Use of Service

Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

2.16 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the

use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.17 Overcharge/Undercharge

2.18.1 When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

2.18.2 When a Customer has been undercharged, the amount shall be billed to the Customer.

2.18.3 Back Billing

The Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the Customer was aware of the unbilled services during the period the services were unbilled, for a period of two years after the service was rendered.

Section 3 – DESCRIPTION OF SERVICES

3 DESCRIPTION OF SERVICES

3.1 Transmission Service

Transmission Service is offered via the Company's facilities for the transmission of one-way and two-way communications.

3.2 Digital Channels

Digital channels over the Company's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

44.736 Mbps (DS-3)

3.3 Airline Mileage

Airline mileage, used in conjunction with the rates in Section 4, is obtained using the "V" and "H" coordinates assigned to each point as set forth in the National Exchange Carrier Association Tariff FCC No. 4. The calculation is generally defined as the square root of the sum of the squares of the differences between the "V" and "H" coordinates, divided by 10. Any fractional miles are rounded to the next whole mile before rates are applied.

3.4 Trouble Isolation Charges

The Trouble Isolation Charge applies for time spent on a Customer's premises by a Company employee or its agent during which it is determined that a service difficulty or trouble reported results from Customer-provided terminal equipment and/or communications systems.

When a Customer reports trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until the work is completed.

Failure of Company personnel to find trouble in the Company's facilities will result in no charge if the trouble is actually in those facilities but not discovered at that time. The Customer may be responsible for payment of charges when the Company dispatches personnel to the Customer's premises and the trouble is in equipment or communications systems provided by other than the Company.

Charges will be made at the Company's current labor rates including appropriate overheads and are subject to overtime and premium time for work outside of normal Company hours. Charges will be based on a minimum of four hours.

3.5 Collocated Interconnection

The Company will make available both virtual and physical collocations subject to the availability of space and the absence of other technical or legal limitations.

The rates and charges associated with collocation will be determined on an individual case basis.

3.6 Promotional Offerings

The company may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing subscriber awareness of a particular tariff offering. These offerings may be limited to certain dates, times, and/or locations and may be available, if at all, on an individual case basis.

All promotional offerings will be filed as tariff supplements with the Pennsylvania Utility Commission on at least one day's notice prior to the actual offering to customers.

Section 4 – RATES AND CHARGES

4 RATES AND CHARGES

4.1 DS-3

DS-3 service is a digital transmission facility of 44.736 Mbps. This service supports voice, analog data, digital data, and video. Service is available 24 hours per day, seven days per week.

Rates per circuit: (for circuits where point of origination and termination are on-net)

One year term:

NRC Installation: \$30,000.00

MRC per circuit:

Channel Termination, per termination \$1,600.00

Channel Mileage Fixed, per circuit \$ 100.00

Channel Mileage Facility, per mile \$ 100.00

Three year term:

NRC Installation: \$15,000.00

MRC per circuit:

Channel Termination, per termination \$800.00

Channel Mileage Fixed, per circuit \$ 100.00

Channel Mileage Facility, per mile \$ 100.00

Five year term:

NRC Installation: \$3000.00

MRC per circuit:

Channel Termination, per termination \$600.00

Channel Mileage Fixed, per circuit \$ 100.00

Channel Mileage Facility, per mile \$ 100.00

4.2 Special Construction

4.2.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include non-recurring type charges (applied on a time and materials basis), recurring type charges, termination liabilities, or combinations thereof.

4.2.2 Basis for Cost Computation

The costs referred to in 4.2.1 may include one or more of the following items to the extent that they are applicable:

(A) costs associated with the installation of the facilities to be provided, including estimated costs for the rearrangements of existing facilities, including cost of:

- 1) equipment and materials provided or used,
- 2) engineering, labor and supervision,
- 3) transportation, and
- 4) rights-of-way;

(B) cost of maintenance;

(C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

(D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

(E) license preparation, processing and related fees;

(F) tariff preparation, processing and related fees;

(G) any other identifiable costs related to the facilities provided; or

(H) an amount for return and contingencies.

4.3 Individual Case Basis

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an Individual Case Basis ("ICB"). Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual Customer contracts.

Rates and terms for services that the Company offers to Customers may vary

depending on a number of factors, which may include:

- length of circuit(s)
- volume and/or term commitments
- varying equipment types and configurations
- special construction
- type of service(s)
- cost differences (labor, taxes, fees paid to LEC for interconnection, etc.)
- customer-specific billing arrangements
- other miscellaneous fees and charges (e.g. rights-of-way charges, franchise fees and building rights-of-way costs, etc.)
- market conditions and/or competitive considerations
- availability of existing facilities

However, unless otherwise specified in the individual Customer contract, the terms, conditions, obligations and regulations set forth in this tariff other than this Section 4 shall be incorporated into, and become part of, said contract, and shall be binding on Company and Customer.

Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis. In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing or maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option. ICB rates will be provided under contract to the customer.

APPENDIX 7

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SECRETARY'S BUREAU

SHENANDOAH TELECOMMUNICATIONS CO/VA

FORM 10-K (Annual Report)

Filed 03/03/14 for the Period Ending 12/31/13

Address	PO BOX 459 124 SOUTH MAIN ST EDINBURG, VA 22824
Telephone	5409844141
CIK	0000354963
Symbol	SHEN
SIC Code	4813 - Telephone Communications, Except Radiotelephone
Industry	Communications Services
Sector	Services
Fiscal Year	12/31

Shentel Communications, LLC

Re: Application for CLEC, IXC and CAP authority
Filed on August 4, 2014

NOTE

PaPUC Staff inserted this sheet in the filing in lieu of the parent Company's Form 10-Q that accompanied the application. This document is publically available through the website of the Securities Exchange Commission at the following link:

<https://www.sec.gov/Archives/edgar/data/354963/000114036114030415/form10q.htm>

CERTIFICATE OF SERVICE

And now, this 4th day of August 2014, I do hereby certify that I have served a true and correct copy of the foregoing Application upon the persons listed below at their respective address, via first-class mail, postage prepaid.

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

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

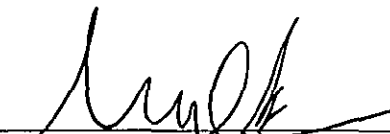
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Verizon Pennsylvania, LLC
303 Walnut Street, 12th Floor
Harrisburg, PA 17101

Verizon North, LLC
303 Walnut Street, 12th Floor
Harrisburg, PA 17101

United Telephone Company of
Pennsylvania, d/b/a CenturyLink
240 N. Third Street, Suite 300
Harrisburg, PA 17101

Date: August 4, 2014



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