

I N T E R  
O F F I C E

# MEMO

March 9, 2000

**Subject:** A-310828F0002; Joint Petition of GTE North and Fibernet  
Telecommunications of PA, Inc. for approval of an Interconnection  
Agreement

**To:** James J. McNulty  
Secretary

**From:** Cheryl Walker Davis, Director  
Office of Special Assistants

*ed to Close*  
*27 3/30/00*

On August 13, 1999, the above-captioned Petition was filed with the Commission and on December 3, 1999, an Opinion and Order was entered approving the Interconnection Agreement. Please be advised that on December 17, 1999, GTE filed a copy of the Agreement. Accordingly, please mark this proceeding as closed with respect to the Interconnection Agreement.

If you have any questions concerning this information, please feel free to contact me.

DOCUMENT  
FOLDER

DOCKETED  
MAR 27 2000

Bell Atlantic - Pennsylvania, Inc.  
1717 Arch Street, 32  
Philadelphia, PA 19103  
Tel: (215) 963-6023  
Fax: (215) 563-2658

Christopher M. Arfaa  
Regulatory Counsel

**DOCKETED**  
MAY 01 2000

March 15, 2000



**RECEIVED**

**RECEIVED**

VIA FEDERAL EXPRESS

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
North Street & Commonwealth Avenue  
North Office Building - Room B20  
Harrisburg, PA 17120

MAR 17 2000

MAR 15 2000

OFFICE OF SPECIAL ASSISTANTS  
PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**DOCUMENT  
FOLDER**

RE: Joint Petition of Bell Atlantic - Pennsylvania, Inc. and Fibernet  
Telecommunications of PA for Approval of an Interconnection  
Agreement.  
Dkt. No. A-310828F0002

Dear Mr. McNulty:

In response to the Public Utility Commission's Order entered January 13, 2000 in the above captioned matter, this is to confirm that the true and correct copy of the Agreement is the Agreement which the parties filed on November 5, 1999.

Please do not hesitate to contact me if you have any questions regarding this matter.

Very truly yours,

Christopher M. Arfaa

CMA/dc

cc: Scott Sawyer (Via Federal Express)

I N T E R  
O F F I C E

# MEMO

July 17, 2000

**Subject:** A-310828F0002; Joint Petition of Bell Atlantic-Pennsylvania, Inc. and  
Fibernet Telecommunications of PA for Approval of an Interconnection  
Agreement

**To:** James J. McNulty  
Secretary

**From:** Cheryl Walker Davis, Director  
Office of Special Assistants



On November 5, 1999, the above-captioned Petition was filed with the Commission and on January 13, 2000, an Opinion and Order was entered approving the Interconnection Agreement. Please be advised that on March 15, 2000, Bell filed a letter indicating that the true and correct copy of the Agreement was filed with the original Petition and it is not necessary to file another copy. Accordingly, please mark this proceeding as closed with respect to this Interconnection Agreement.

If you have any questions concerning this information, please feel free to contact me.

ok to close  
8/22/01

DOCUMENT DOCKETED  
FOLDER  
SEP 01 2000



210 N. Park Ave.  
Winter Park, FL  
32789

P.O. Drawer 200  
Winter Park, FL  
32790-0200

Tel: 407-740-8575  
Fax: 407-740-0613  
tmi@tminc.com

December 12, 2000  
Via Overnight Delivery

Mr. James J. McNulty  
Acting Secretary  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17020

DOCUMENT  
FOLDER

RECEIVED

DEC 12 2000

PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

ORIGINAL

Re: Replacement Original Tariff filing of  
**Fibernet Telecommunications of Pennsylvania, LLC**  
Tariff Telephone - Pa. P.U.C. No. 2 - Competitive local Exchange Services  
Docket No. A-310828F0002

Dear Mr. McNulty:

Enclosed for filing are the original and two copies of a replacement original filing of the tariff, Pennsylvania P.U.C. Tariff No. 2, of Fibernet Telecommunications of Pennsylvania, LLC for the provision of Competitive Local Exchange Telecommunications Services. The Company received authority to offer Competitive Local Exchange Telecommunications Services in the Order entered in Docket A-310828F0002. This filing is made following discussions with Mohan Samuel, of the Pennsylvania Public Utility Commission, and retains the original issue date of December 27, 1999 and effective date of December 28, 1999.

Although a complete substitute original tariff is enclosed for filing, the only pages which have been revised from the initial original filing are:

Table of Contents	Original Page 2
Preface	Original Page 3
Preface	Original Page 3.1
Preface	Original Page 5
Section 2	Original Page 1
Section 10	Original Page 1

Three additional Preface pages, which were Check Sheets have been deleted, as well as numerous maps which were previously included in Section 10 of the Original Pennsylvania P.U.C. Tariff No. 2 filing.

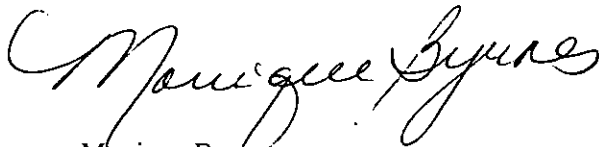
54

Mr. J. McNulty  
Re: Fibernet Telecommunications of Pennsylvania, LLC  
Page 2

Questions pertaining to this mailing should be directed to my attention at (407) 740-8575. Please acknowledge receipt by returning, file stamped, the extra enclosed copy of the cover letter in the self addressed, stamped envelope provided.

Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Monique Byrnes". The signature is written in black ink and is positioned above the printed name and title.

Monique Byrnes  
Consultant to  
Fibernet Telecommunications of Pennsylvania, LLC

cc: S. Sawyer - Conversent  
S. Hamula - Fibernet  
file: Fibernet - PA Local  
tms: pal0002

**ORIGINAL**

REGULATIONS AND SCHEDULE OF CHARGES

APPLYING TO COMPETITIVE LOCAL EXCHANGE SERVICES WITHIN

THE COMMONWEALTH OF PENNSYLVANIA

PROVIDED BY FIBERNET TELECOMMUNICATIONS OF PENNSYLVANIA, LLC

222 Richmond Street, Suite 206, Providence, RI 02903

This tariff contains the descriptions, regulations and rates applicable to the resale of telecommunications services provided by Fibernet Telecommunications of Pennsylvania, LLC, with principal offices at 222 Richmond Street, Suite 206 Providence, RI 02903, for services furnished within the Commonwealth of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

**DOCUMENT  
FOLDER**

**RECEIVED**

DEC 12 2000

PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**DOCKETED**  
JAN 24 2001

ISSUED: December 27, 1999

EFFECTIVE: December 28, 1999

Issued by: Robert J. Shanahan, President & COO  
Fibernet Telecommunications of Pennsylvania, LLC  
222 Richmond Street, Suite 206  
Providence, RI 02903

pa19904

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**CHECK SHEET**

Pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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8	1	Original	*
9	1	Original	*
10	1	Original	*

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222 Richmond Street, Suite 206  
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**EXPLANATION OF SYMBOLS, REFERENCE  
MARKS, AND ABBREVIATIONS OF TECHNICAL  
TERMS USED IN THIS TARIFF**

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

- (I) To signify increase in rates.
- (D) To signify decrease in rates.
- (C) To signify any other changes.

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**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications services by Fibernet Telecommunications of Pennsylvania, LLC within the state of Pennsylvania.

Fibernet Telecommunications of Pennsylvania, LLC will provide intrastate service throughout the state of Pennsylvania in areas currently served by the following Incumbent Local Exchange companies:

(1) GTE of Pennsylvania - Johnstown Area:

Local Calling Areas: Johnstown, Beaverdale, Davidsville, Nanty Glo, Seward, South Fork and Windber

(2) Bell Atlantic of Pennsylvania - Altoona Exchange

Local Calling Areas: Altoona, Bellwood, Cresson, Hollidaysburg, Tyrone

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**SECTION 1.0 - DEFINITIONS**

For the purpose of this tariff, the following definitions will apply:

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

Automatic Number Identification ("ANI"): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

Commission: Refers to the Pennsylvania Public Utility Commission.

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

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**SECTION 1.0 - DEFINITIONS, Cont'd.**

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

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222 Richmond Street, Suite 206  
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**SECTION 1.0 - DEFINITIONS, Cont'd.**

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

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier: A long distance telecommunications services provider.

Kbps: Kilobits per second, denotes thousands of bits per second.

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

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**SECTION 1.0 - DEFINITIONS, Cont'd.**

Mbps: Megabits, denotes millions of bits per second.

Minimum Point of Presence ("MPOP"): The main telephone closet in the Customer's building.

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

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

NPA: Numbering plan area or area code.

Other Telephone Company: An Exchange Telephone Company, other than the Company.

PBX: Private Branch Exchange

Point of Presence ("POP"): Point of Presence

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

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

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ISSUED: December 27, 1999

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Fibernet Telecommunications of Pennsylvania, LLC  
222 Richmond Street, Suite 206  
Providence, RI 02903

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**SECTION 1.0 - DEFINITIONS, Cont'd.**

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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

Shared Inbound Calls: Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls: Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "101XXXX" with 1 + 10-digit number."

Tandem: A class 4 switch facility to which NPA and NXX codes are subtended.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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Fibernet Telecommunications of Pennsylvania, LLC  
222 Richmond Street, Suite 206  
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**SECTION 2.0 - REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish local exchange communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the Commonwealth of Pennsylvania.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff for only the services and facilities 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.

**2.1.2 Shortage of Equipment or Facilities**

- .1 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 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.

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**ISSUED:** December 27, 1999**EFFECTIVE:** December 28, 1999

**Issued by:** Robert J. Shanahan, President & COO  
Fibernet Telecommunications of Pennsylvania, LLC  
222 Richmond Street, Suite 206  
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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions**

- .1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- .2 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- .3 In any action between the parties to enforce any provision of this *tariff*, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions, (Cont'd.)**

- .4 Prior to termination of service, the utility should mail or deliver written notice to the customer at least 10 days prior to the date of the proposed termination. Termination of service by a carrier to a residential customer should follow a two step process, whereby the carrier shall mail or deliver written notice to the customer at least seven (7) days before the date of proposed suspension regardless upon which suspension is sought. (52 Pa. Code §64.71) When at least ten (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 due to any of the following reasons: 1) failure to make satisfactory arrangements to pay arrears, 2) failure to post a deposit, 3) failure to meet the requirements of a payment agreement, 4) failure to give adequate assurances that an unauthorized use or practice will cease. (52 Pa. Code §64.121)

Service may be terminated upon written notice to the Customer if:

- a. the Customer is using the service in violation of this tariff; or
  - b. the Customer is using the service in violation of the law.
- .5 This tariff shall be interpreted and governed by the laws of the Pennsylvania Public Utility Commission regardless of its choice of laws provision.
- .6 To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company**

- .1 *The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities.*
- .2 *The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of Fibernet Telecommunications of Pennsylvania, LLC, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.*
- .3 *The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.*
- .4 *The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.*

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EFFECTIVE: December 28, 1999

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (Cont'd.)**

- .5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnities and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.5 as a condition precedent to such installations.
- .6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- .7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- .8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Liability of the Company, (Cont'd.)**

- .9** 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.
- .10 With respect to errors or omissions in Directory Listings:**

  - a. The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
  - b. In conjunction with a nonpublished telephone number, as described in Paragraph 2.1.4.10.c, 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. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
  - c. When a Customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 or E911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (Cont'd.)****.11 With respect to Emergency Number 911 Service:**

- a. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits, or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by : (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- b. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the customer, its users, agencies, or municipalities, or the employees or agents of any one of them.
- c. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.6 Provision of Equipment and Facilities**

- .1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- .2 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- .3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- .4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities, (Cont'd.)**

- .5 The Customer shall be responsible for the payment of service charges as set forth herein 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.
- .6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- (A) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - (B) the reception of signals by Customer-provided equipment.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.1 Undertaking of the Company, (Cont'd.)****2.1.7 Universal Emergency Telephone Number Service (911, E911)**

- .1 This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- .2 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- .3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- .4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.1 Undertaking of the Company, (Cont'd.)****2.1.7 Universal Emergency Telephone Number Service (911, E911), (Cont'd.)**

- .5 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this Tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.8 Non-routine Installation**

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

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.1 Undertaking of the Company, (Cont'd.)****2.1.9 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- .1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- .2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- .3 over a route other than that which the Company would normally utilize in the furnishing of its services;
- .4 in a quantity greater than that which the Company would normally construct;
- .5 on an expedited basis;
- .6 on a temporary basis until permanent facilities are available;
- .7 involving abnormal costs; or
- .8 in advance of its normal construction.

**2.1.10 Ownership of Facilities**

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

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.2 Prohibited Uses**

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

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.3 Obligations of the Customer**

**2.3.1 General**

The Customer shall be responsible for:

- .1 the payment of all applicable charges pursuant to this tariff;
- .2 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- .3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.3 Obligations of the Customer, (Cont'd.)****2.3.1 General, (Cont'd.)**

- .4 obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.3. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- .5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.1 General, (Cont'd.)**

- .6 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.4; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer during normal business hours for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- .7 not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- .8 making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.2 Claims**

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- .1 any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, 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 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.4.2 Station Equipment**

- .1** Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- .2** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.4 Customer Equipment and Channels, (Cont'd.)****2.4.3 Interconnection of Facilities**

- .1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- .2 Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- .3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- .4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.4 Customer Equipment and Channels, (Cont'd.)****2.4.4 Inspections**

- .1 Upon suitable 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 Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- .2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

**2.5.2 Billing and Collection of Charges**

The Company complies with the requirements of Chapter 64 in Title 52 regarding billing standards and practices for residential customers. In instances where sections of the tariff may conflict with Chapter 64, regulations in Chapter 64 will prevail.

- .1 Non-recurring charges are due and payable from the customer within 30 days after the billing date, unless otherwise agreed to in advance.
- .2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the billing date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- .3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, (Cont'd.)**

- .4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- .5 A 1.25% Late Payment Charge applies to any unpaid balance carried forward from a monthly bill to the next month's bill. The Customers bill will be considered to be mailed within seven (7) days of the billing cycle and will be considered past due if payment is not received within thirty days after the billing date.
- .6 The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.
- .7 Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits. The Bureau of Consumer Services has primary jurisdiction over complaints and Customers may contact the Bureau at the following address : Bureau of Consumer Services, Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265.
- .8 If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.5 Payment Arrangements, (Cont'd.)****2.5.3 Advance Payments**

To safeguard its interests, the Company may require a non-residential Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and 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 non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. Payments may be required in advance of furnishing any of the following services: (1) seasonal service, (2) the construction of facilities and furnishing of special equipment, (3) temporary service for short-term use. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.5 Payment Arrangements, (Cont'd.)****2.5.4 Deposits**

- .1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
  - (A) two months' charges for a service or facility that has a minimum payment period of one month; or
  - (B) the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- .2 A deposit may be required in addition to an advance payment.
- .3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- .4 Deposits held will accrue interest at a rate equal to the rate of the average of 1-year US Treasury bills in September, October, and November of the previous year. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer. Deposits will be held in accordance with 52 PA Code §64.41.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.5 Discontinuance of Service**

- .1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten (10) days written notice to the Customer, discontinue or suspend service without incurring any liability.
- .2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- .3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- .4 All procedures for discontinuance of service will be in accordance with 52 PA Code §64.71 and §64.121.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.5 Payment Arrangements, (Cont'd.)****2.5.5 Discontinuance of Service, (Cont'd.)**

- .5 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- .6 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- .7 In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- .8 Upon the Company's discontinuance of service to the Customer under Section 2.5.5.1 or 2.5.5.2, 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 that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.6 Cancellation of Application for Service**

- .1 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- .2 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- .3 The special charges described in 2.5.6.1 and 2.5.6.2 will be calculated and applied on a case-by-case basis.

**2.5.7 Continuation of Service**

- .1 **For Month-to-Month Customers:** Service will continue on a month-to-month basis until such time as the Customer cancels service or until such time as the Company discontinues service in accordance with the rules as outlined in this tariff.
- .2 **For Term Agreement Customers:** Service will continue in accordance with the term agreement. Such agreement shall be renewed automatically for the initial term or in any additional term, unless the customer provides written notice of its intent not to renew such agreement at least thirty 30 days prior to the initial or any additional term, unless the Customer provides written notice of its intent not to renew such agreement at least thirty (30) days prior to the initial or any additional term. All termination obligations applicable under the original term agreement apply to this

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.5 Payment Arrangements, (Cont'd.)****2.5.8 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**2.6 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

**2.6.1 Credit for Interruptions**

- .1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- .2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.1 Credit for Interruptions, (Cont'd.)**

- .3 A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less --

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.6 Allowances for Interruptions in Service, (Cont'd.)**

**2.6.1 Credit for Interruptions, (Cont'd.)**

**.3 (continued)**

Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days' credit will be allowed for any one month period.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.2 Limitations on Allowances**

No credit allowance will be made for:

- .1 interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- .2 interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- .3 interruptions due to the failure or malfunction of non-Company equipment;
- .4 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- .5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- .6 interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- .7 interruption of service due to circumstances or causes beyond the control of Company.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.6 Allowances for Interruptions in Service, (Cont'd.)**

**2.6.3 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits. In accordance with 52 PA Code § 64.53, a Customer is required to give at least five (5) days oral or written notice prior to cancellation.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.7 Use of Customer's Service by Others****2.7.1 Resale and Sharing**

Any service provided under this tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Pennsylvania Public Utility Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

**2.7.2 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.8 Cancellation of Service**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

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

- 2.8.1 all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- 2.8.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer;
- 2.8.3 The maximum liability will not exceed all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; minus
- 2.8.4 a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

**2.9 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.9.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.9.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.3 pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.10 Notices and Communications**

- 2.10.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.3** All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.11 Lifeline Telephone Service**

- 2.11.1** Lifeline service is available to all existing or potential residential customers of the Company with income at or below the United States Census Bureau Poverty Level Guidelines for all States published annually in the Federal Register.
- 2.11.2** Lifeline eligibility standards will be: (1) state or federal income tax returns for the most recent calendar year provided by the applicant; or (2) participation in any of the following Department of Public Welfare ("DPW") programs verified by the Company.
- .1** Temporary Assistance for Needy Families ("TANF") (formerly Aid for Families with Dependent Children ("AFDC"));
  - .2** General Assistance ("GA");
  - .3** Supplemental Security Income ("SSI").
- 2.11.3** The rate offset is limited to the federal provision of \$5.25.
- 2.11.4** The Customer's rate for basic service will not drop below zero.
- 2.11.5** The service will be provided in compliance with FCC and Pennsylvania Universal Service Orders.
- 2.11.6** The Company will make the following optional services available to the extent they alleviate threats to health, safety and security.
- .1** Call Trace, at tariffed rate;
  - .2** Touch Tone, at tariffed rate;
  - .3** Private or non-listed telephone numbers, at tariffed rate, only where the Company finds that a Lifeline subscriber who specifically requests such service requires this service;
  - .4** Caller ID Line Blocking, at tariffed rate.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.11 Lifeline Telephone Service, (Cont'd.)**

**2.11.7** Link-Up America is made available to all qualifying customers:

- .1 As specified in section 2.12.2.1 : Income at or below 150% of the United States Census Bureau Poverty Level Guidelines for all States published annually in the Federal Register.

**2.11.8** Consumer Education: The Company will work with the Commission's Bureau of Consumer Services and the Communications Office, Consumer Education Division, to inform customers about the availability of Lifeline service.

**2.11.9** Minimum Customer Notification:

- .1 The Company will provide an annual Billing Insert or Bill Message, semi-annually the first year of Lifeline service;
- .2 Additional Lifeline program information is included in the Customer Guide pages of the incumbent local exchange carrier.
- .3 Newspaper Notification - The Company will work with the major newspapers in its service territory to have articles on the Lifeline service published in advance of the time it expects to provide local residential service in Pennsylvania. If any major newspaper does not publish an article within 30 days of the implementation of Lifeline, then the Company will place an advertisement about Lifeline in said newspapers not longer than 30 days after the date Lifeline service is available to local residential customers of the Company.
- .4 The Company will include information on Lifeline on its Internet Homepage, as applicable.

**2.11.10** Outreach: The Company will work with community organizations to provide information and possibly pamphlets.

**2.11.11** Residence Lifeline Service cannot be resold by the Lifeline customer or the Lifeline customer's agent(s).

**2.11.12** Resale of Lifeline Services is subject to wholesale rate obligations under Section 251(c)(4) of the Telecommunications Act of 1996.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.11 Lifeline Telephone Service, (Cont'd.)**

**2.11.13** The Company will provide toll-blocking and toll-restriction services at no charge to Lifeline subscribers.

**2.11.14** In accordance with 66 PA. C.S. §2906, Lifeline customers will have access to Caller ID Per-Call and Per-Line Blocking.

**2.12 Link Up America****2.12.1 Description**

Link Up America is a program designed to promote universal service by providing a discount on service connection charges for qualified low-income customers.

**2.12.2 Regulations**

**.1** Link Up America is available to residence customers who meet the following eligibility criteria:

**(A)** The applicant must not be a dependent for federal income tax purposes, unless he or she is 60 years or older.

**(B)** Applicant must participate in any of the following programs:

- Categorically Needy Medical Assistance (Blue Card)
- Food Stamps
- General Assistance (GA)
- Low Income Home Energy Assistance Program (LIHEAP)
- Medically Needy Only - Medical Assistance (Green Card)
- State Blind Pension
- Supplemental Security Income (SSI)
- Temporary Assistance for Needy Families (TANF)

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.12 Link up America, (Cont'd.)****2.12.2 Regulations, (Cont'd.)****.1 (Cont'd.)**

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

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

(The requirements in 3. must be certified by the Pennsylvania Department of Revenue (DOR). Such certification by DOR: will be provided only when an applicant has completed and signed a Link Up America Application for Certification Form and mailed such form to DOR. Participation by DOR is subject to execution of an agreement with DOR.)

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

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**SECTION 2.0 - REGULATIONS, *Cont'd.***

**2.12 Link up America, (Cont'd.)**

**2.12.2 Regulations, (Cont'd.)**

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

**2.12.3 Rates**

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

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.13 Telecommunications Relay Service**

**2.13.1 General**

The Pennsylvania Telecommunications Relay Service is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the Commonwealth. The service permits telephone communications between individuals with normal hearing and speech disabilities who must use a text telephone and individuals with normal hearing and speech as provided in the tariff filed by AT&T Communications of Pennsylvania, Inc. In addition to the charges provided in this tariff and the Company's other intrastate tariffs, a surcharge will apply to all residence and business access lines served by the Company. Thus surcharge will apply to all residence and business access lines served by this Company. This surcharge applies regardless of whether or not the access line uses the Pennsylvania Telecommunications Relay Service, and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the Pennsylvania Relay Service Surcharge each year and notify the 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 at its discretion.

**2.13.2 Telecommunications Relay Service Rates**

	<u>Monthly Charge</u>
Per residence access line	\$0.06
Per business access line	\$0.12

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

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.14 Minutes of Use (Measured Service) Discount Plan**

All Customers that have usage in local calling, interstate calling and long distance calling (including international, calling cards and inbound service) of \$1,000 or more in the current month's billing will receive a credit of 15% of their minutes of use total charge.

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**SECTION 3.0 - SERVICE CHARGES AND SURCHARGES****3.1 Description**

Service Connection Charges are, one-time charges associated with a service or item of equipment which applies on a per-item basis each time the service or an item of equipment is provided and includes, but not limited to the following:

Service Connection Charge: A Service Connection Charge is a one-time charge, which applies for Company work associated with activities to set up/change accounts, including, but not limited to, service order issuance, programming, billing, etc. for installations, moves, changes, or rearrangements of services and/or equipment.

Subsequent Non-Recurring Charge: A non-recurring charge may apply to the installation, change, or move of services, as specified in tariffs for each service or item of equipment, in addition to rates identified within this section of the tariff.

Premises Work Charges: Premises Work Charges apply for work done by the Company at the Customer's premises, at the Customer's request. There are two categories of premises work charges: standard and complex. Standard premises work charges apply for material (excluding jack equipment), and time spent by the Company performing standard billable premises work. Complex premises work charges apply for time spent by the Company performing complex billable premises work. Charges for both standard and complex work are incurred on a first 60 minute minimum or fraction thereof basis, and each additional 15 minute increment or fraction thereof.

**3.2 General Terms and Conditions**

**3.2.1** The Service Connection Charges specified for the connection, move or change of service, contemplate work being performed by the Company, or on behalf of the Company, during normal working hours Monday through Friday from 8:00 AM to 5:00 PM. If the customer requests that overtime labor be performed at hours of the day or days of the week other than normal work hours or day, or on holidays, or interrupts work once begun, additional charges will apply as appropriate.

**3.2.2** Service Connection Charges are in addition to other rates and charges normally applying under the tariffs. They apply in addition to construction charges made because of unusual costs in establishing service.

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**SECTION 3.0 - SERVICE CHARGES AND SURCHARGES, Cont'd.**

**3.3 Service Connection Charges Do Not apply To:**

- 3.3.1 A move or a change of telephone services or equipment that is initiated by the Company and / or required for the proper maintenance of service.
- 3.3.2 Disconnection and / or removal of equipment listings, network access lines, and Custom Calling service features, provided that no other work subject to premises work charges is performed.
- 3.3.3 Changes of telephone numbers for company initiated reasons or service reasons (e.g.: change to Touch-tone service).

**3.4 Service Connection Charge Applications**

- 3.4.1 Non-recurring charges associated with specific services are identified under each tariff section where the rate is applied.
- 3.4.2 Additional Non-recurring charges may apply, as specified in each of the tariff sections. The following list identifies major service categories for Service Connection Charges and the associated rates.

	<u>Business</u>	
	<u>Bell Atlantic</u>	<u>GTE</u>
	<u>Territory</u>	<u>Territory</u>
To install a network access line		
Per Service Order	n/a	\$36.80
Per Line Charge	\$56.25	\$16.00
To change a telephone number	\$43.50	\$43.50
Transfer of Billing Name	\$27.75	\$27.75
Temporary Suspension	\$35.50	\$35.50

**3.4.3 Restoral of Service Charge**

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of service. A charge applies for restoring service for each account. An account may consist of a main telephone exchange line, all trunks of a PBX, or a private line channel or service.

	<u>Bell Atlantic</u>	<u>GTE</u>
	<u>Territory</u>	<u>Territory</u>
To restore service, per account	\$75.00	\$46.00

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**SECTION 3.0 - SERVICE CHARGES AND SURCHARGES, Cont'd.****3.4 Service Connection Charge Applications, (Cont'd.)**

**3.4.4** The Labor Charges outlined below apply whenever a customer premises visit is required, at the customer's request for regulated, as specified under 4.1

	Mon. - Sat. <u>8a.m.-5p.m.</u>	Sunday & Mon-Sat. excluding <u>8a.m.-5 p.m.</u>	<u>Holidays</u>
First 60 minutes	\$75.00	\$112.50	\$150.00
Each additional 15 minutes or fraction thereof	\$18.75	\$28.00	\$37.50

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**SECTION 3.0 - SERVICE CHARGES AND SURCHARGES, Cont'd.**

**3.5 Timing of Messages**

- 3.5.1** For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 3.5.2** For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed upon alternate.
- 3.5.3** Call timing ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

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**SECTION 3.0 - SERVICE CHARGES AND SURCHARGES, Cont'd.**

**3.6 Calculation of Rates**

- 3.6.1** Rates for mileage-based services will be based on airline mileage between rate centers of the calling and called stations. The location of Rate Centers is based on information provided by Bell Operating Companies. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.

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**SECTION 4.0 – BASIC BUSINESS SERVICES****4.1 NetServe Business Line****4.1.1 General**

Business Exchange Service is provided via one or more channels terminated at the Customer's premises. Each Business Exchange Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Business Exchange Service provides a Business Customer with a connection to the Company's switching network which enables the Customer to:

- .1 originate and receive calls from other stations on the public switched telephone network;
- .2 access the Company's local calling service;
- .3 access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- .4 access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (such as 10XXX or 101XXXX).

NetServe Business Line Service is available in exchange areas as defined in Application of Tariff and Service Areas, Page 5 of this tariff, and is furnished subject to the availability of facilities.

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**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont’d.**

**4.1 NetServe Business Line, Cont’d.**

**4.1.2 Rate Structure**

NetServe Business Line provides for calling within the local service area on a message, measured or flat rate basis depending on the service area.

Accumulation of local usage time is done on a per second basis. At the end of the Customer’s billing period, the sum of accumulated seconds is rounded to the next higher minute.

**4.1.3 Touch Tone Calling**

Touch tone calling, which is furnished subject to the availability of the central office facilities, allows calls to be originated from instruments equipped for tone-type address signaling over special central office facilities.

Telephones equipped for tone-type calling service can only be associated with, or have access to, lines equipped for this service.

Touch tone calling is furnished with all classes and grades of telephone exchange service.

**4.1.4 Line Hunting**

Line hunting, which is provided subject to the availability of suitable central office facilities is an arrangement that groups together two or more main telephone exchange lines from the same central office so that incoming calls are automatically switched from the initial line, if in use, to the first non-busy line.

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**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont’d.**

**4.1 NetServe Business Line, Cont’d.**

**4.1.5 Pay-Per-Call Service Blocking**

Basic Exchange Service cannot be used to originate calls to Pay-Per-Call services (e.g.: 900 and 976). Calls to those numbers and other numbers used for caller paid information services will be blocked by the Company unless a written request to remove blocking is attached to the Service Agreement.

**4.1.6 Trunk Lines**

Trunk lines are provided on a measured service basis.

**4.1.7 Payment Plans**

The Basic Business payment plan offers the Customer two options for payment.

**.1 Fixed Monthly Rate Plan**

Under this plan the Customer pays a fixed monthly rate for a specified contract term. The customer may choose a 1, 2, 3 or 5 year contract. During the course of the contract, fixed rates (recurring and non-recurring) are not subject to Company initiated rate changes.

**.2 Month-to-Month Plan**

Under this plan the Customer elects to pay month-to-month. Month-to-month rates (recurring and non-recurring) are subject to Company initiated rate changes.

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**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont'd.**

**4.1 NetServe Business Line, Cont'd.**

**4.1.8 Business Line Value Package**

The following features are available to Customers who choose the optional Business Value Line Package with NetServe Business Line Service:

- Call Forwarding – Variable
- Call Forwarding – Busy\*
- Call Forwarding – Don't Answer\*
- Call Waiting
- Three-way Calling
- Changeable Speed Calling (8)

**4.1.9 Security Package**

The following features are available to Customers who choose the optional Security Package with Business Exchange Service:

- Calling Line Identification
- Remote Activation of Call Forwarding
- Call Trace
- Distinctive Ringing
- Deny Terminating

*\* There is no charge for Call Forwarding – Busy and Call Forwarding – No Answer when Voice Mail is purchased and the lines are forwarded to voice mail.*

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**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont'd.**

**4.2 NetServe PBX Trunk**

**4.2.1 Description**

The Basic Business NetServe PBX Trunk, offered on a measured or flat rate basis depending on the service area, provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time.

**4.2.2 Standard Features**

Each NetServe PBX Trunk will be provided with the following standard features:

In, Out, Two-Way  
Trunk Group Hunting

**4.2.3 Security Package**

The following features are available to Customers who choose the optional Security Package with NetServe PBX Trunk service.

Calling Line Identification  
Remote Activation of Call Forwarding  
Call Trace

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**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont'd.**

**4.3 NetServe DID Trunk**

**4.3.1 Description**

The Basic Business NetServe DID Trunk provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to receive one call at a time.

**4.3.2 Standard Features**

Each NetServe DID Trunk will be provided with the following standard features:

DID  
TT, DD MF signaling (as specified by the customer)  
Trunk Group Hunting

**4.3.3 DID Telephone Numbers**

Group of 20

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**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont'd.**

**4.4 Netflex T-1 Service With DID**

**4.4.1 Description**

Netflex T-1 Service With DID (“Netflex”), offered on a measured basis, provides a digital path from a suitably equipped central office to a Customer’s digital PBX, allowing access to and from the exchange and toll network via exchange trunk lines, and other network access lines, including DID capability.

A 1.544 Mbps transmission channel providing two-way transmission for a capacity of up to 24 trunk connections connects a Customer’s premises with the switched public telephone network.

Netflex is furnished subject to the availability of facilities.

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**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont'd.****4.5 Netflex PRI****4.5.1 Description**

Netflex PRI is a service provided over T-1 point-to-point line facilities. It enhances the capabilities of a basic digital trunk facility by allowing Customers to control the individual channels of the T1 pipe. Channels of the T1 pipe may be used as 23 voice grade product lines (B channels) plus one active D channel to control multiple 24-channel PRI's, through the use of appropriate premises equipment. Customers can bond multiple channels together to create high bandwidth (384kb/s, 78Kb/s, etc.) *dial-up data channels*.

**4.5.2 Application of Rates**

Depending upon the service area, PRI pricing may include mileage charges. If so, the mileage is calculated from the Customer's premises to the Central Office.

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**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont'd.**

**4.6 Rates**

**4.6.1 Bell Atlantic Territory**

	<b>Non - Recurring Changes</b>	<b>Month to Month</b>	<b>1 Yr.</b>	<b>2 Yr.</b>	<b>3 Yr.</b>	<b>5 Yr.</b>
<b>NetServe Business Line</b>						
Individual Business Line	\$56.25	\$16.85	\$15.95	\$15.10	\$14.55	\$14.20
Multi-Line Business	\$56.25	\$14.85	\$14.10	\$13.30	\$12.80	\$12.50
<b>Business Line Value Pkg.</b>		\$4.75	\$4.50	\$4.25	\$4.10	\$4.00
<i>Call Forwarding Variable</i>						
<i>Call Forwarding Busy</i>						
<i>Call Forwarding Don't Answer</i>						
<i>Three-Way Calling</i>						
<i>Call Waiting</i>						
<i>Changeable Speed Calling (8)</i>						
<b>Security Package</b>		\$8.10	\$7.65	\$7.25	\$6.95	\$6.80
<i>Remote Activation of Call Forwarding</i>						
<i>Call Trace</i>						
<i>Distinctive Ringing</i>						
<i>Deny Terminating</i>						
<i>Calling Line Identification</i>						

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**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont'd.****4.6 Rates, Cont'd.****4.6.1 Bell Atlantic Territory, Cont'd.**

	<b>Non - Recurring Changes</b>	<b>Month to Month</b>	<b>1 Yr.</b>	<b>2 Yr</b>	<b>3 Yr.</b>	<b>5 Yr.</b>
<b>NetServe PBX Trunk</b>	\$56.25	\$16.85	\$15.95	\$15.10	\$14.55	\$14.20
<b>Security Package</b> <i>Calling Line Identification</i> <i>Remote Activation of Call Forwarding</i> <i>Call Trace</i>		\$8.10	\$7.65	\$7.25	\$6.95	\$6.80
<b>NetServe DID Trunk</b>	\$56.25	\$23.75	\$22.50	\$21.25	\$20.50	\$20.00
DID Group of 20	\$15.00	\$5.35	\$5.35	\$5.35	\$5.35	\$5.35

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## SECTION 4.0 – BASIC BUSINESS SERVICES, Cont'd.

## 4.6 Rates, Cont'd.

## 4.6.1 Bell Atlantic Territory, Cont'd.

	Non - Recurring Changes	Month to Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
<b>Netflex T-1 With DID</b>						
<b>RESERVED FOR FUTURE USE</b>						
<b>Netflex PRI + Usage</b>	\$560.00	\$475.00	\$435.00	\$385.00	\$370.00	\$365.00
Usage						
250 hrs. - .043 add'l minutes		\$570.00	\$540.00	\$510.00	\$492.00	\$480.00
500 hrs. - .043 add'l minutes		\$855.00	\$810.00	\$765.00	\$738.00	\$720.00
1000 hrs. - .017 add'l minutes		\$1,140.00	\$1,080.00	\$1,020.00	\$985.00	\$960.00
<b>DID</b>						
Group of 100	\$80.00	\$25.50	\$25.50	\$25.50	\$25.50	\$25.50
Group of 100 (add'l groups)	\$80.00	\$25.50	\$25.50	\$25.50	\$25.50	\$25.50
Individual Numbers	\$20.00	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55
Caller ID	\$80.00	\$95.00	\$85.50	\$76.50	\$73.80	\$70.10

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## SECTION 4.0 – BASIC BUSINESS SERVICES, Cont'd.

## 4.6 Rates

## 4.6.2 GTE Territory

	Non - Recurring Changes	Month to Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
<b>NetServe Business Line</b>						
Flat Rate	\$16.00	\$27.80	\$26.35	\$24.90	\$24.00	\$23.40
Measured Rate	\$16.00	\$14.55	\$13.75	\$13.00	\$12.55	\$12.25
<b>Per Minute Rates</b>						
Local <sup>1</sup>		\$0.015	\$0.015	\$0.015	\$0.015	\$0.015
Area 1 (1-10 miles)		\$0.028	\$0.028	\$0.028	\$0.028	\$0.028
Area 2 (11-16 miles)		\$0.034	\$0.034	\$0.034	\$0.034	\$0.034
Area 3 (17-22 miles)		\$0.040	\$0.040	\$0.040	\$0.040	\$0.040
<b>Usage Blocks of Time <sup>2</sup></b>						
600 minutes of usage						
Per month		\$8.40	\$8.40	\$8.40	\$8.40	\$8.40
Additional minutes		\$0.015	\$0.015	\$0.015	\$0.015	\$0.015
2000 minutes of usage						
Per month		\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
Additional minutes		\$0.013	\$0.013	\$0.013	\$0.013	\$0.013
<b>Business Line Value Pkg.</b>		\$4.70	\$4.45	\$4.20	\$4.05	\$3.95
<i>Call Forwarding Variable</i>						
<i>Call Forwarding Busy</i>						
<i>Call Forwarding Don't Answer</i>						
<i>Three-Way Calling</i>						
<i>Call Waiting</i>						
<i>Changeable Speed Calling (8)</i>						
<b>Security Package</b>		\$9.50	\$9.00	\$8.50	\$8.00	\$7.80
<i>Remote Activation of Call Forwarding</i>						
<i>Call Trace</i>						
<i>Distinctive Ringing</i>						
<i>Deny Terminating</i>						
<i>Calling Line Identification</i>						

<sup>1</sup> Johnstown Local Calling Area: Beaverdale, Davidsville, Johnstown, Nanty Glo, Seward, South Fork and Windber.<sup>2</sup> Applicable to calls made within Johnstown Local Calling Area.

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## SECTION 4.0 – BASIC BUSINESS SERVICES, Cont'd.

## 4.6 Rates, Cont'd.

## 4.6.2 GTE Territory, Cont'd.

	Non - Recurring Changes	Month to Month	1 Yr.	2 Yr	3 Yr.	5 Yr.
<b>NetServe PBX Trunk</b>						
Flat Rate	\$16.00	\$42.20	\$40.00	\$37.75	\$36.50	\$35.50
Measured Rate	\$16.00	\$14.85	\$14.10	\$13.30	\$12.85	\$12.50
Per Minute Rates						
Local <sup>1</sup>		\$0.015	\$0.015	\$0.015	\$0.015	\$0.015
Area 1 (1-10 miles)		\$0.028	\$0.028	\$0.028	\$0.028	\$0.028
Area 2 (11-16 miles)		\$0.034	\$0.034	\$0.034	\$0.034	\$0.034
Area 3 (17-22 miles)		\$0.040	\$0.040	\$0.040	\$0.040	\$0.040
<b>Security Package</b>		\$9.50	\$9.00	\$8.50	\$8.00	\$7.80
<i>Calling Line Identification</i>						
<i>Remote Activation of Call</i>						
<i>Forwarding</i>						
<i>Call Trace</i>						
<b>NetServe DID Trunk</b>	\$94.50	\$52.90	\$50.10	\$47.35	\$45.65	\$44.55
DID Group of 20	\$2.45	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
<b>Netflex T-1 Service With DID</b>						
Measured Service						
First Line	\$1,400.00	\$510.00	\$475.00	\$425.00	\$386.00	\$365.00
Second Line and greater	\$770.00	\$430.00	\$395.00	\$350.00	\$320.00	\$302.00

<sup>1</sup> Johnstown Local Calling Area: Beaverdale, Davidsville, Johnstown, Nanty Glo, Seward, South Fork and Windber.

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**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont'd.****4.6 Rates, Cont'd.****4.6.2 GTE Territory, Cont'd.**

	<b>Non - Recurring Changes</b>	<b>Month to Month</b>	<b>1 Yr.</b>	<b>2 Yr.</b>	<b>3 Yr.</b>	<b>5 Yr.</b>
<b>Netflex PRI</b>						
<i>Caller ID</i>						
<i>D Channel</i>						
<i>Call by Call Selection</i>						
<b>Flat Rate</b>						
1 <sup>st</sup> System	\$795.00	\$985.00	\$885.00	\$780.00	\$730.00	\$695.00
2 <sup>nd</sup> System and greater	\$110.00	\$765.00	\$675.00	\$585.00	\$540.00	\$515.00
<b>Measured</b>						
1 <sup>st</sup> System	\$795.00	\$905.00	\$820.00	\$740.00	\$715.00	\$680.00
2 <sup>nd</sup> System and greater	\$110.00	\$685.00	\$615.00	\$545.00	\$525.00	\$500.00
Per ½ mile		\$18.00	\$17.05	\$16.10	\$15.55	\$15.16
Facility Change		\$45.60	\$43.20	\$40.80	\$39.36	\$38.40
<b>DID</b>						
Group of 20	\$2.45	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50

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**SECTION 5.0 – OPERATOR SERVICES****5.1 Directory Assistance**

A customer may obtain Directory Assistance in determining telephone numbers within its local calling area or intraLATA by calling the Directory Assistance operator. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge does not apply for Directory Assistance calls for numbers which are non-listed or nonpublished nor shall they be included in the ten (10) call allowance. In all other cases the Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number, except as follows:

1. Calls placed from a registered main telephone exchange line where a user because of a functional disability is unable to obtain telephone numbers from a directory; a registered business main telephone exchange line of a disabled customer where assistance is otherwise not available. Disability includes, but is not limited to, the legally blind, or visually or physically handicapped as defined by The Federal Register, Volume 35, No. 126.
2. Calls placed from qualified hospitals where telephones are provided in a majority of patient rooms (includes calls placed over toll access lines or toll terminals). A hospital is considered qualified if it is currently able to meet the registration requirements of the American Hospital Association; however, it is not necessary for the hospital to be so registered.
3. Calls placed from pay telephones.
4. Requests in which the Directory Assistance operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.
5. Calls requesting a number that is not published or not listed.
6. Calls originating from exchange lines of the Commonwealth of Massachusetts or its political subdivisions

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**SECTION 5.0 – OPERATOR SERVICES, Cont'd.**

**5.1 Directory Assistance, (Cont'd.)**

**5.1.1 Credits**

A credit will be given for calls to Directory Assistance under the following circumstances:

1. The Customer experiences poor transmission or is cut-off during the Call; or
2. The Customer is given an incorrect telephone number.

**5.1.2 Rates**

	Bell Atlantic <u>Territory</u>	GTE <u>Territory</u>
Calls via local operator	\$0.57	\$0.57
IntraLATA directory assistance	\$0.95	\$0.95
Coin directory assistance	\$0.25	\$0.25

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**SECTION 5.0 – OPERATOR SERVICES, Cont’d.****5.2 Operator Assistance**

5.2.1 A customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner:

- .1 Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
- .2 Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- .3 Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.
- .4 Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.
- .5 Station to Station: Calls complete with the assistance of an operator to a particular Station. The call may be billed to the called party.
- .6 General Assistance: The Customer has the option to request general information from the operator, such as dialing instruction, country or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.

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**SECTION 5.0 – OPERATOR SERVICES, Cont'd.**

**5.2 Operator Assistance, (Cont'd.)**

**5.2.2 Operator Assisted Surcharges**

The following surcharges will be applied in addition to the applicable rates in Section 4 of this tariff:

Per Call Charges:

	<u>Bell Atlantic</u> <u>Territory</u>	<u>GTE</u> <u>Territory</u>
Operator Dialed		
Station-to-Station	\$1.75	\$1.75
Calling Card	\$1.75	\$1.75
Collect	\$1.75	\$1.75
Bill to Third Number	\$1.75	\$1.75
Person-to-person	\$3.50	\$3.50
Customer Dialed		
Calling Card		
	\$0.75	\$0.75
Collect Mechanized	\$1.40	\$1.40
Bill to Third Number Mechanized	\$1.40	\$1.40
Coin-Paid Station-to-Station		
Customer Dialed		
Flat Rate Business Lines	\$0.75	\$0.75
Measured Rate Business Lines	----	\$0.25
Operator Dialed	\$1.75	\$1.75

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**SECTION 5.0 – OPERATOR SERVICES, Cont'd.****5.3 Busy Line Verification****5.3.1 General**

Busy Line Verification and Busy Line Verification with Interrupt are furnished for Customers requesting line status verification or interruption of a specific exchange access line. Service is provided where and to the extent that facilities permit.

- .1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or “in use” and report to the calling party.
- .2 Busy Line Interrupt with Verification: The Operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

**5.3.2 Responsibility of the Customer****.1 Liability**

The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call.

**5.3.3 Application of Rates and Charges**

- .1 Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:
  - (a) The operator verifies that the line is busy with a call in progress.
  - (b) The operator verifies that the line is available for incoming calls.
  - (c) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. The following charge will apply for both verification and interruption:

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**SECTION 5.0 – OPERATOR SERVICES, Cont’d.**

**5.3 Busy Line Verification, (Cont'd.)**

**5.3.3 Application of Rates and Charges, (Cont'd.)**

- .2 Busy line verification and busy line interrupt charges are not applicable to calls placed from police and fire departments or from Customers who assert that the request is made in an emergency.
- .3 The charge does not apply when verification indicates a trouble status on the line requiring repair of Company equipment or facilities.
- .4 The charge applies each time the operator verifies a called line.
- .5 Other Charges

If the line verified is not in use, or as a result of interrupt the line is cleared, and, at the calling party's request, the operator completes the call, the applicable operator incremental charge applies in addition to the busy line verification or busy line interrupt charge(s).

**5.3.4 Rates and Charges**

	<u>Bell Atlantic Territory</u>	<u>GTE Territory</u>
Busy Line Verification, per request	\$0.90	\$0.90
Busy Line Interrupt with Verification, per request	\$1.40	\$1.40

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**SECTION 5.0 – OPERATOR SERVICES, Cont’d.**

**5.4 Operator Call Completion Service**

**5.4.1 General**

This service provides Customers who have received a requested intraLATA telephone number from directory assistance service, the option of having an intraLATA call dialed and completed to that requested telephone number, where suitable facilities exist.

Operator Call Completion is available with all telephone numbers in the company's directory assistance service data base except the following numbers:

- InterLATA numbers
- 700, 800/888 toll free numbers and 900 numbers
- 976 and 540 numbers
- 920 and 970 numbers
- 550 numbers
- Nonpublished service numbers

For Customers requesting more than one directory assistance number, the Operator Call Completion option is available only to the last telephone number requested.

**5.4.2 Application of Rates and Charges**

The charge for Operator Call Completion is in addition to the applicable direct dialed or operator assisted directory assistance service rates, local usage charges, Message Telecommunications Service (MTS) rates, and calling card, travel card, collect and bill to third number incremental charges.

The charge for Operator Call Completion applies for each call dialed and completed for the Customer except when the calling party is identified as being handicapped and unable to dial the call because of the handicap.

**5.4.3 Rates and Charges**

	Bell Atlantic	GTE
	<u>Territory</u>	<u>Territory</u>
Per each call dialed and completed	\$1.75	\$1.75

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**SECTION 6.0 - DIRECTORY LISTING SERVICES****6.1 General Terms and Conditions**

- 6.1.1** The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing
- 6.1.2** 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. Where more than one line is required to properly list the Customer, no additional charge is made.
- 6.1.3** The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 6.1.4** Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 6.1.5** In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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**SECTION 6.0 -DIRECTORY LISTING SERVICES, Cont'd.****6.2 Directory Listing Service****6.2.1 General**

Rates and regulations for listing service are applicable only to listings in the alphabetical directories.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

**6.2.2 Listings**

One listing, termed the initial listing is included with each Customer's service, and with the initial line of a line hunting group.

At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The additional directory listing charge commences with the delivery date of the issue of the directory in which the listing first appears. The monthly rate for an additional listing commences the day after the directory assistance records are posted.

If an additional listing is ordered discontinued by the Customer after the closing of the directory, the monthly rate continues through that issue of the directory and up to the date for rates to be effective for the next directory. If the additional listing is ordered discontinued before the closing date of the directory in which it would first appear the monthly rate continues only to the date of cancellation by the customer, with a minimum service period of one month.

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**SECTION 6.0 -DIRECTORY LISTING SERVICES, Cont'd.****6.2 Directory Listing Service, (Cont'd.)****6.2.3 Nonpublished Service**

Nonpublished service means that the customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records. However, such information may be displayed on a call-by-call basis at Public Safety Answering Point locations where Enhanced Universal Emergency Number service is provided (E911).

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

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**SECTION 6.0 -DIRECTORY LISTING SERVICES, Cont'd.**

**6.2 Directory Listing Service, (Cont'd.)**

**6.2.4 Nondirectory Listed Service**

Nondirectory listed service means that the customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nondirectory listed service or the disclosing of said number to any person.

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**SECTION 6.0 -DIRECTORY LISTING SERVICES, Cont'd.**

**6.2 Directory Listing Service, (Cont'd.)**

**6.2.5 Rates**

	<u>Bell Atlantic</u> <u>Territory</u>		<u>GTE</u> <u>Territory</u>	
	<u>Monthly</u> <u>Charge</u>	<u>Nonrecurring</u> <u>Charge</u>	<u>Monthly</u> <u>Charge</u>	<u>Nonrecurring</u> <u>Charge</u>
Additional Listing, each listing	\$2.05	\$15.00	\$2.05	\$15.00
Non-published service, each listing	\$1.75	\$15.00	\$1.75	\$15.00
Non-directory listed service, per listing	\$1.25	\$15.00	\$1.25	\$15.00

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**SECTION 7.0 - MISCELLANEOUS CHARGES AND SERVICES****7.1 IntraLATA Toll Presubscription**

**7.1.1** IntraLATA Presubscription is a procedure whereby a Customer designates to the Company the IntraLATA Toll Provider (ITP) which the Customer wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. IntraLATA presubscription does not prevent a Customer, who has presubscribed to an intraLATA toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred 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 unless prior arrangements have been made with or by the Company. IntraLATA toll providers must submit an Access Service Request (ASR) prior to the intraLATA toll presubscription conversion date or prior to the date on which the carrier proposes to begin participating intraLATA toll presubscription, unless prior arrangements have been made with the Company.

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

**7.1.2** At the option of the ITP, the nonrecurring charge for a change in intraLATA toll presubscription, as provided herein, may be billed to the ITP, instead of the end user. This may involve charges resulting from end-user initial free choice PIC changes, as specified in 6.4.3.A following.

This option for the ITP to be billed for the PIC change charge instead of the end user is not available for orders placed directly via the Company's Business Offices.

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**SECTION 7.0 - MISCELLANEOUS CHARGES AND SERVICES, Cont'd.**

**7.1 IntraLATA Toll Presubscription, (Cont'd.)**

**7.1.3 Presubscription Charge Application**

A. Existing end users may exercise an initial free presubscription choice, either by contacting the Company or by contacting the ITP directly. The initial free choice must be made within ninety (90) days following implementation of intraLATA toll presubscription. The charge for the initial free choice change will be billed to the new ITP at the discretion of the Company. End users' choices which constitute exercising the free initial choice are:

§ Designating an ITP as their primary carrier thereby requiring no access code to access the ITP's service. Other carriers are accessed by dialing 10XXX, 101XXXX, or other required codes.

§ Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access al ITP's. This choice can be made by directly contacting the Company.

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**SECTION 7.0 - MISCELLANEOUS CHARGES AND SERVICES, Cont'd.****7.1 IntraLATA Toll Presubscription, (Cont'd.)****7.1.3 Presubscription Charge Application, (Cont'd.)**

- B. New end users who subscribe to service after the presubscription implementation date (including an existing Customer who orders an additional line) 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 Company may extend a 30-day period 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.

Initial free selections available to new end users are:

- § Designate an ITP as their primary carrier thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 10XXX, 101XXXX, or other required codes.
- § Choose no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all ITP's. This choice can be made by directly contacting the Company. In addition, new end users that do not select a preferred carrier will be assigned a "No-PIC".

Following a new end users' initial free selection, any subsequent selection made following implementation of intraLATA toll presubscription is subject to a nonrecurring charge as set forth herein.

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**SECTION 7.0 - MISCELLANEOUS CHARGES AND SERVICES, Cont'd.**

**7.1 IntraLATA Toll Presubscription, (Cont'd.)**

**7.1.3 Presubscription Charge Application, (Cont'd.)**

- C. 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 as provided herein. The ITP must provide written notification to the Company that this activity has taken place.

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

- D. An unauthorized PIC change is a change in the presubscribed intraLATA toll provider that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in intraLATA presubscription occurs, the ITP making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided in 7.1.7 following. In addition, the ITP will be assessed the applicable charge for returning the end user to their preferred intraLATA toll provider.

If an unauthorized change in intraLATA toll presubscription and interLATA presubscription occurs at the same time, on the same Business/Residence line, and the presubscribed ITP is the same carrier for intraLATA and interLATA, presubscription change charges as provided herein and the Company's corresponding FCC Tariff apply. In addition, the ITP will be assessed the applicable charges for returning the end user to their preferred intraLATA toll provider as herein and the Company's corresponding FCC Tariff.

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**SECTION 7.0 - MISCELLANEOUS CHARGES AND SERVICES, Cont'd.****7.1 IntraLATA Toll Presubscription, (Cont'd.)****7.1.4 Equal Access Recovery Charge**

The Equal Access Recovery Charge is a charge to recover the costs that the Company has directly incurred in connection with the implementation of intraLATA toll presubscription. The Equal Access Recovery Charge is billed to intraLATA toll providers.

**7.1.5 End User Charge Discrepancy**

A. 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/time determines Customer choice.

§ If an end user denies requesting a change in intraLATA toll presubscription as submitted by an ITP, and the ITP is unable to produce a letter of authorization, signed by the end user, the ITP will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The ITP will also be assessed the intraLATA toll presubscription change charge as specified herein, which was previously billed to the end user.

B. Verification of Orders for Telemarketing

Neither the ITP of the Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the FCC's current anti-slamming practices and procedures.

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**SECTION 7.0 - MISCELLANEOUS CHARGES AND SERVICES, Cont'd.****7.1 IntraLATA Toll Presubscription, (Cont'd.)****7.1.6 PIC Switchback Option-Business/Residence**

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

When the Company is contacted by an end user who denies requesting a change in ITP primary carrier, 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. If this service is made available by the Company, ITP's may subscribe to or cancel PIC Switchback Service on 30 days notice to the Company by submitting a written request. A letter of authorization from the ITP will not be requested or accepted at a later date in the event of dispute of the charges assessed under the PIC Switchback option.

This option in no way relieves the ITP of the FCC requirements for:

- Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or
- Instituting steps to obtain verification of orders submitted to the Company.

In addition, the end user has the option of initiating a complaint to the FCC or the Public Utility Commission concerning unauthorized changes in carrier.

**7.1.7 Rates and Charges**

The Company allows for up to three (3) PIC changes within a service year. After that, the Customer will be billed for each presubscribed carrier change.

Per PIC change request in excess of allowance:                      \$5.00

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**SECTION 7.0 - MISCELLANEOUS CHARGES AND SERVICES, Cont'd.**

**7.2 Emergency Services (Enhanced 911)**

Allows the Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary 911 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 911 provider for display at the Public Service Answering Point (PSAP).

The Company is in compliance with all requirements of the Public Safety Emergency Telephone Act (Act 78-1990)

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**SECTION 7.0 - MISCELLANEOUS CHARGES AND SERVICES, Cont'd.**

**7.3 Blocking "900" Information Service**

**7.3.1 General**

Where central office facilities permit, "900" Information Service Blocking provides customers the capability to block origination of direct dialed calls to a "900" Information Service number (900-NXX-XXXX).

**7.3.2 Regulations**

- A. Blocking is available on individual lines for residence and business customers.
- B. When the blocking is activated, direct dialed calls to all "900" Service numbers are blocked.
- C. Initial blocking is provided at no charge upon customer request. Subsequent requests for "900" Information Services Blocking will be provided at the rates referenced below.
- D. Blocking service may not be available with certain multi-line business arrangements.
- E. There is no charge to remove "900" Information Service blocking.

**7.3.3 Rates**

"900" Information Service Blocking

	Bell Atlantic	GTE
	<u>Territory</u>	<u>Territory</u>
Initial Request	No Charge	No Charge
Subsequent Request (per line)	\$100.00	\$100.00

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**SECTION 8.0 - CONTRACT SERVICES**

**8.1 General**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Contract Service rates will be offered to the Customer in writing and on a non-discriminatory basis.

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**SECTION 9.0 - SPECIAL ARRANGEMENTS****9.1 General**

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers. Each offering will have a duration of less than six months. Promotional offerings are to be filed with the Commission on ten days notice prior to the actual offering to customers.

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**Section 10.0 – SERVICE AREA**

**10.1 Service Area**

Fibernet Telecommunications of Pennsylvania, LLC will provide intrastate service throughout the state of Pennsylvania in areas currently served by the following Incumbent Local Exchange companies:

Verizon of Pennsylvania – Johnstown Area	Johnstown
	Beaverdale
	Davidsville
	Nanty Glo
	Seward
	South Fork
	Windber

Verizon North – Altoona Exchange	Altoona
	Bellwood
	Cresson
	Hollidaysburg
	Tyrone

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September 17, 2001  
**Overnight**

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Winter Park, FL  
32790-0200

Mr. James J. McNulty  
Acting Secretary  
Pennsylvania Public Service Commission  
P.O. Box 3265  
North and Commonwealth Avenue  
North Office Building, Room B-20  
Harrisburg, PA 17105-3265

KJR

Tel: 407-740-8575  
Fax: 407-740-0613  
tmi@tmi.com

RE: **Fibernet Telecommunications of Pennsylvania, LLC**  
**Competitive Local Exchange Telecommunication Services**  
**Docket No. A-310828F0002**  
**Competitive Access Provider Services**  
**Docket No. A-310828F0003**

DOCUMENT  
FOLDER

Dear Mr. McNulty:

Enclosed for filing are the original three (3) copies of the initial tariffs of Fibernet Telecommunications of Pennsylvania, LLC as noted below:

- Competitive Local Exchange Telecommunication Services
  - Tariff Telephone - Pa P.U.C. No. 2
- Competitive Access Provider Services Tariff
  - Tariff Telephone - Pa P.U.C. No.3

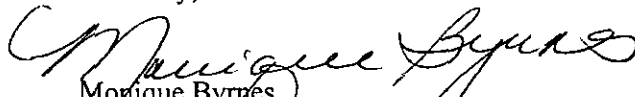
The Company respectfully requests an effective date of September 21, 2001 for this filing.

Please note that these tariffs contain the company's new business address at: 211 Leon Sullivan Way, Charleston, WV 25301.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self-addressed, stamped envelope enclosed for this purpose. Questions regarding this filing may be directed to my attention at (407) 740-8575.

Thank you for your assistance.

Sincerely,

  
Monique Byrnes  
Consultant to Fibernet Telecommunications of Pennsylvania, LLC

cc: S. Hamula - Fibernet  
file: Conversent - PA Local  
tns: pal0101

101

REGULATIONS AND SCHEDULE OF CHARGES  
APPLYING TO COMPETITIVE LOCAL EXCHANGE SERVICES WITHIN  
THE COMMONWEALTH OF PENNSYLVANIA  
PROVIDED BY FIBERNET TELECOMMUNICATIONS OF PENNSYLVANIA, LLC

211 Leon Sullivan Way, Charleston, West Virginia 25301

This tariff contains the descriptions, regulations and rates applicable to the resale of telecommunications services provided by Fibernet Telecommunications of Pennsylvania, LLC, with principal offices at 211 Leon Sullivan Way, Charleston, West Virginia 25301, for services furnished within the Commonwealth of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

DOCUMENT  
FOLDER

DOCKETED  
SEP 25 2001

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ISSUED: September 18, 2001

EFFECTIVE: September 21, 2001

Issued by: Virgil E. Parsons, Executive Vice President & COO  
Director of Regulatory Affairs  
211 Leon Sullivan Way  
Charleston, West Virginia 25301

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**CHECK SHEET**

Pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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

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

- (I) To signify increase in rates.
- (D) To signify decrease in rates.
- (C) To signify any other changes.

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### APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications services, to business customers only, by Fibernet Telecommunications of Pennsylvania, LLC within the state of Pennsylvania.

### SERVICE AREA

Fibernet Telecommunications of Pennsylvania, LLC will provide intrastate service throughout the state of Pennsylvania in areas currently served by the following Incumbent Local Exchange companies:

(1) Verizon North, Inc. - Johnstown Area:

Local Calling Areas: Johnstown, Beaverdale, Davidsville, Nanty Glo, Seward, South Fork and Windber

NPA 814:

NXX's:

288,262,269,243,418,659,241,242,244,248,291,537,626,532,533,534,535,536,539,  
270,322

(2) Verizon Pennsylvania, Inc. - Altoona Exchange

Local Calling Areas: Altoona, Bellwood, Cresson, Hollidaysburg, Tyrone

NPA 814:

NXX's:

935,232,567,569,578,580,588,932,937,934,940,941,942,943,944,946, 947,949

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**SECTION 1.0 - DEFINITIONS**

For the purpose of this tariff, the following definitions will apply:

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

Automatic Number Identification ("ANI"): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

Commission: Refers to the Pennsylvania Public Utility Commission.

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

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**SECTION 1.0 - DEFINITIONS, Cont'd.**

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

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**SECTION 1.0 - DEFINITIONS, Cont'd.**

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

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier: A long distance telecommunications services provider.

Kbps: Kilobits per second, denotes thousands of bits per second.

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

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**SECTION 1.0 - DEFINITIONS, Cont'd.**

Mbps: Megabits, denotes millions of bits per second.

Minimum Point of Presence ("MPOP"): The main telephone closet in the Customer's building.

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

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

NPA: Numbering plan area or area code.

Other Telephone Company: An Exchange Telephone Company, other than the Company.

PBX: Private Branch Exchange

Point of Presence ("POP"): Point of Presence

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

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

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**SECTION 1.0 - DEFINITIONS, Cont'd.**

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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

Shared Inbound Calls: Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls: Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "101XXXX" with 1 + 10-digit number."

Tandem: A class 4 switch facility to which NPA and NXX codes are subtended.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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**SECTION 2.0 - REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish local exchange communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the Commonwealth of Pennsylvania.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff for only the services and facilities 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.

**2.1.2 Shortage of Equipment or Facilities**

- .1 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 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.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions**

- .1** Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- .2** Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- .3** In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions, (Cont'd.)**

- .4 Prior to termination of service, the utility should mail or deliver written notice to the customer at least 10 days prior to the date of the proposed termination. Termination of service by a carrier to a residential customer should follow a two step process, whereby the carrier shall mail or deliver written notice to the customer at least seven (7) days before the date of proposed suspension regardless upon which suspension is sought. (52 Pa. Code §64.71) When at least ten (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 due to any of the following reasons: 1) failure to make satisfactory arrangements to pay arrears, 2) failure to post a deposit, 3) failure to meet the requirements of a payment agreement, 4) failure to give adequate assurances that an unauthorized use or practice will cease. (52 Pa. Code §64.121)

Service may be terminated upon written notice to the Customer if:

- a. the Customer is using the service in violation of this tariff; or
  - b. the Customer is using the service in violation of the law.
- .5 This tariff shall be interpreted and governed by the laws of the Pennsylvania Public Utility Commission regardless of its choice of laws provision.
- .6 To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company**

- .1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities.
- .2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of Fibernet Telecommunications of Pennsylvania, LLC, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- .3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- .4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Liability of the Company, (Cont'd.)**

- .5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.5 as a condition precedent to such installations.
- .6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- .7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- .8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (Cont'd.)**

**.9** 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.

**.10 With respect to errors or omissions in Directory Listings:**

- a. The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- b. In conjunction with a nonpublished telephone number, as described in Paragraph 2.1.4.10.c, 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. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- c. When a Customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 or E911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Liability of the Company, (Cont'd.)**

**.11 With respect to Emergency Number 911 Service:**

- a. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits, or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by : (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- b. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the customer, its users, agencies, or municipalities, or the employees or agents of any one of them.
- c. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.6 Provision of Equipment and Facilities**

- .1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- .2 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- .3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- .4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.6 Provision of Equipment and Facilities, (Cont'd.)**

- .5 The Customer shall be responsible for the payment of service charges as set forth herein 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.
  
- .6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - (A) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  
  - (B) the reception of signals by Customer-provided equipment.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.7 Universal Emergency Telephone Number Service (911, E911)**

- .1 This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- .2 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- .3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- .4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.1 Undertaking of the Company, (Cont'd.)****2.1.7 Universal Emergency Telephone Number Service (911, E911), (Cont'd.)**

- .5 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this Tariff; the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.8 Non-routine Installation**

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

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.9 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- .1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- .2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- .3 over a route other than that which the Company would normally utilize in the furnishing of its services;
- .4 in a quantity greater than that which the Company would normally construct;
- .5 on an expedited basis;
- .6 on a temporary basis until permanent facilities are available;
- .7 involving abnormal costs; or
- .8 in advance of its normal construction.

**2.1.10 Ownership of Facilities**

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

**SECTION 2.0 - REGULATIONS, Cont'd.****2.2 Prohibited Uses**

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

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.3 Obligations of the Customer**

**2.3.1 General**

The Customer shall be responsible for:

- .1 the payment of all applicable charges pursuant to this tariff;
- .2 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- .3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.3 Obligations of the Customer, (Cont'd.)****2.3.1 General, (Cont'd.)**

- .4 obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.3 Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- .5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.1 General, (Cont'd.)**

- .6 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.4; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer during normal business hours for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- .7 not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- .8 making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.2 Claims**

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- .1** any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, 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** any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.4.2 Station Equipment**

- .1** Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- .2** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.4 Customer Equipment and Channels, (Cont'd.)**

**2.4.3 Interconnection of Facilities**

- .1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- .2 Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- .3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- .4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.4 Customer Equipment and Channels, (Cont'd.)****2.4.4 Inspections**

- .1 Upon suitable 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 Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
  
- .2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

**2.5.2 Billing and Collection of Charges**

The Company complies with the requirements of Chapter 64 in Title 52 regarding billing standards and practices for residential customers. In instances where sections of the tariff may conflict with Chapter 64, regulations in Chapter 64 will prevail.

- .1 Non-recurring charges are due and payable from the customer within 30 days after the billing date, unless otherwise agreed to in advance.
- .2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the billing date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- .3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, (Cont'd.)**

- .4** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- .5** A 1.25% Late Payment Charge applies to any unpaid balance carried forward from a monthly bill to the next month's bill. The Customers bill will be considered to be mailed within seven (7) days of the billing cycle and will be considered past due if payment is not received within thirty days after the billing date.
- .6** The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.
- .7** Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits. The Bureau of Consumer Services has primary jurisdiction over complaints and Customers may contact the Bureau at the following address : Bureau of Consumer Services, Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265.
- .8** If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.5 Payment Arrangements, (Cont'd.)****2.5.3 Advance Payments**

To safeguard its interests, the Company may require a non-residential Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and 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 non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. Payments may be required in advance of furnishing any of the following services: (1) seasonal service, (2) the construction of facilities and furnishing of special equipment, (3) temporary service for short-term use. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.5 Payment Arrangements, (Cont'd.)****2.5.4 Deposits**

- .1** To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

  - (A)** two months' charges for a service or facility that has a minimum payment period of one month; or
  - (B)** the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- .2** A deposit may be required in addition to an advance payment.
- .3** When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- .4** Deposits held will accrue interest at a rate equal to the rate of the average of 1-year US Treasury bills in September, October, and November of the previous year. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer. Deposits will be held in accordance with 52 PA Code §64.41.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.5 Discontinuance of Service**

- .1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten (10) days written notice to the Customer, discontinue or suspend service without incurring any liability.
- .2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- .3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- .4 All procedures for discontinuance of service will be in accordance with 52 PA Code §64.71 and §64.121.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.5 Payment Arrangements, (Cont'd.)****2.5.5 Discontinuance of Service, (Cont'd.)**

- .5 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- .6 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- .7 In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- .8 Upon the Company's discontinuance of service to the Customer under Section 2.5.5.1 or 2.5.5.2, 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 that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.5 Payment Arrangements, (Cont'd.)****2.5.6 Cancellation of Application for Service**

- .1 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- .2 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- .3 The special charges described in 2.5.6.1 and 2.5.6.2 will be calculated and applied on a case-by-case basis.

**2.5.7 Continuation of Service**

- .1 **For Month-to-Month Customers:** Service will continue on a month-to-month basis until such time as the Customer cancels service or until such time as the Company discontinues service in accordance with the rules as outlined in this tariff.
- .2 **For Term Agreement Customers:** Service will continue in accordance with the term agreement. Such agreement shall be renewed automatically for the initial term or in any additional term, unless the customer provides written notice of its intent not to renew such agreement at least thirty 30 days prior to the initial or any additional term, unless the Customer provides written notice of its intent not to renew such agreement at least thirty (30) days prior to the initial or any additional term. All termination obligations applicable under the original term agreement apply to this

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.8 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**2.6 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

**2.6.1 Credit for Interruptions**

- .1** A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- .2** For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.6 Allowances for Interruptions in Service, (Cont'd.)**

**2.6.1 Credit for Interruptions, (Cont'd.)**

.3 A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less --

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.6 Allowances for Interruptions in Service, (Cont'd.)**

**2.6.1 Credit for Interruptions, (Cont'd.)**

**.3 (continued)**

Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days' credit will be allowed for any one month period.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.2 Limitations on Allowances**

No credit allowance will be made for:

- .1 interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- .2 interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- .3 interruptions due to the failure or malfunction of non-Company equipment;
- .4 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- .5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- .6 interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- .7 interruption of service due to circumstances or causes beyond the control of Company.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.6 Allowances for Interruptions in Service, (Cont'd.)**

**2.6.3 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits. In accordance with 52 PA Code § 64.53, a Customer is required to give at least five (5) days oral or written notice prior to cancellation.

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.7 Use of Customer's Service by Others**

**2.7.1 Resale and Sharing**

Any service provided under this tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Pennsylvania Public Utility Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

**2.7.2 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.8 Cancellation of Service**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

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

- 2.8.1 all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- 2.8.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer;
- 2.8.3 The maximum liability will not exceed all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; minus
- 2.8.4 a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

**2.9 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.9.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.9.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.3 pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.10 Notices and Communications**

- 2.10.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.3** All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**SECTION 2.0 - REGULATIONS, Cont'd.****2.11 Telecommunications Relay Service****2.11.1 General**

The Pennsylvania Telecommunications Relay Service is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the Commonwealth. The service permits telephone communications between individuals with normal hearing and speech disabilities who must use a text telephone and individuals with normal hearing and speech as provided in the tariff filed by AT&T Communications of Pennsylvania, Inc. In addition to the charges provided in this tariff and the Company's other intrastate tariffs, a surcharge will apply to all residence and business access lines served by the Company. Thus surcharge will apply to all residence and business access lines served by this Company. This surcharge applies regardless of whether or not the access line uses the Pennsylvania Telecommunications Relay Service, and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the Pennsylvania Relay Service Surcharge each year and notify the 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 at its discretion.

**2.11.2 Telecommunications Relay Service Rates**

	<u>Monthly Charge</u>
Per business access line	\$0.12

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

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**SECTION 2.0 - REGULATIONS, Cont'd.**

**2.12 Minutes of Use (Measured Service) Discount Plan**

All Customers that have usage in local calling, interstate calling and long distance calling (including international, calling cards and inbound service) of \$1,000 or more in the current month's billing will receive a credit of 15% of their minutes of use total charge.

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## SECTION 3.0 - SERVICE CHARGES AND SURCHARGES

### 3.1 Description

Service Connection Charges are, one-time charges associated with a service or item of equipment which applies on a per-item basis each time the service or an item of equipment is provided and includes, but not limited to the following:

Service Connection Charge: A Service Connection Charge is a one-time charge, which applies for Company work associated with activities to set up/change accounts, including, but not limited to, service order issuance, programming, billing, etc. for installations, moves, changes, or rearrangements of services and/or equipment.

Subsequent Non-Recurring Charge: A non-recurring charge may apply to the installation, change, or move of services, as specified in tariffs for each service or item of equipment, in addition to rates identified within this section of the tariff.

Premises Work Charges: Premises Work Charges apply for work done by the Company at the Customer's premises, at the Customer's request. There are two categories of premises work charges: standard and complex. Standard premises work charges apply for material (excluding jack equipment), and time spent by the Company performing standard billable premises work. Complex premises work charges apply for time spent by the Company performing complex billable premises work. Charges for both standard and complex work are incurred on a first 60 minute minimum or fraction thereof basis, and each additional 15 minute increment or fraction thereof.

### 3.2 General Terms and Conditions

**3.2.1** The Service Connection Charges specified for the connection, move or change of service, contemplate work being performed by the Company, or on behalf of the Company, during normal working hours Monday through Friday from 8:00 AM to 5:00 PM. If the customer requests that overtime labor be performed at hours of the day or days of the week other than normal work hours or day, or on holidays, or interrupts work once begun, additional charges will apply as appropriate.

**3.2.2** Service Connection Charges are in addition to other rates and charges normally applying under the tariffs. They apply in addition to construction charges made because of unusual costs in establishing service.

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**SECTION 3.0 - SERVICE CHARGES AND SURCHARGES, Cont'd.**

**3.3 Service Connection Charges Do Not apply To:**

- 3.3.1 A move or a change of telephone services or equipment that is initiated by the Company and / or required for the proper maintenance of service.
- 3.3.2 Disconnection and / or removal of equipment listings, network access lines, and Custom Calling service features, provided that no other work subject to premises work charges is performed.
- 3.3.3 Changes of telephone numbers for company initiated reasons or service reasons (e.g.: change to Touch-tone service).

**3.4 Service Connection Charge Applications**

- 3.4.1 Non-recurring charges associated with specific services are identified under each tariff section where the rate is applied.
- 3.4.2 Additional Non-recurring charges may apply, as specified in each of the tariff sections. The following list identifies major service categories for Service Connection Charges and the associated rates.

	<u>Business</u>	
	<u>Verizon PA Territory</u>	<u>Verizon North Territory</u>
To install a network access line		
Per Service Order	n/a	\$36.80
Per Line Charge	\$56.25	\$16.00
To change a telephone number	\$43.50	\$43.50
Transfer of Billing Name	\$27.75	\$27.75
Temporary Suspension	\$35.50	\$35.50

**3.4.3 Restoral of Service Charge**

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of service. A charge applies for restoring service for each account. An account may consist of a main telephone exchange line, all trunks of a PBX, or a private line channel or service.

	<u>Verizon PA Territory</u>	<u>Verizon North Territory</u>
To restore service, per account	\$75.00	\$46.00

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**SECTION 3.0 - SERVICE CHARGES AND SURCHARGES, Cont'd.****3.4 Service Connection Charge Applications, (Cont'd.)**

**3.4.4** The Labor Charges outlined below apply whenever a customer premises visit is required, at the customer's request for regulated, as specified under 4.1

	Mon. - Sat. <u>8a.m.-5p.m.</u>	Sunday & Mon-Sat. excluding <u>8a.m.-5 p.m.</u>	<u>Holidays</u>
First 60 minutes	\$75.00	\$112.50	\$150.00
Each additional 15 minutes or fraction thereof	\$18.75	\$28.00	\$37.50

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**SECTION 3.0 - SERVICE CHARGES AND SURCHARGES, Cont'd.**

**3.5 Timing of Messages**

- 3.5.1 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 3.5.2 For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed upon alternate.
- 3.5.3 Call timing ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

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**SECTION 3.0 - SERVICE CHARGES AND SURCHARGES, Cont'd.**

**3.6 Calculation of Rates**

- 3.6.1** Rates for mileage-based services will be based on airline mileage between rate centers of the calling and called stations. The location of Rate Centers is based on information provided by Bell Operating Companies. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.

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**SECTION 4.0 – BASIC BUSINESS SERVICES****4.1 NetServe Business Line****4.1.1 General**

Business Exchange Service is provided via one or more channels terminated at the Customer's premises. Each Business Exchange Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Business Exchange Service provides a Business Customer with a connection to the Company's switching network which enables the Customer to:

- .1 originate and receive calls from other stations on the public switched telephone network;
- .2 access the Company's local calling service;
- .3 access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- .4 access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (such as 10XXX or 101XXXX).

NetServe Business Line Service is available in exchange areas as defined in Application of Tariff and Service Areas, Page 5 of this tariff, and is furnished subject to the availability of facilities.

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**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont’d.****4.1 NetServe Business Line, Cont’d.****4.1.2 Rate Structure**

NetServe Business Line provides for calling within the local service area on a message, measured or flat rate basis depending on the service area.

Accumulation of local usage time is done on a per second basis. At the end of the Customer’s billing period, the sum of accumulated seconds is rounded to the next higher minute.

**4.1.3 Touch Tone Calling**

Touch tone calling, which is furnished subject to the availability of the central office facilities, allows calls to be originated from instruments equipped for tone-type address signaling over special central office facilities.

Telephones equipped for tone-type calling service can only be associated with, or have access to, lines equipped for this service.

Touch tone calling is furnished with all classes and grades of telephone exchange service.

**4.1.4 Line Hunting**

Line hunting, which is provided subject to the availability of suitable central office facilities is an arrangement that groups together two or more main telephone exchange lines from the same central office so that incoming calls are automatically switched from the initial line, if in use, to the first non-busy line.

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**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont’d.**

**4.1 NetServe Business Line, Cont’d.**

**4.1.5 Pay-Per-Call Service Blocking**

Basic Exchange Service cannot be used to originate calls to Pay-Per-Call services (e.g.: 900 and 976). Calls to those numbers and other numbers used for caller paid information services will be blocked by the Company unless a written request to remove blocking is attached to the Service Agreement.

**4.1.6 Trunk Lines**

Trunk lines are provided on a measured service basis.

**4.1.7 Payment Plans**

The Basic Business payment plan offers the Customer two options for payment.

**.1 Fixed Monthly Rate Plan**

Under this plan the Customer pays a fixed monthly rate for a specified contract term. The customer may choose a 1, 2, 3 or 5 year contract. During the course of the contract, fixed rates (recurring and non-recurring) are not subject to Company initiated rate changes.

**.2 Month-to-Month Plan**

Under this plan the Customer elects to pay month-to-month. Month-to-month rates (recurring and non-recurring) are subject to Company initiated rate changes.

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**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont’d.**

**4.1 NetServe Business Line, Cont’d.**

**4.1.8 Business Line Value Package**

The following features are available to Customers who choose the optional Business Value Line Package with NetServe Business Line Service:

- Call Forwarding – Variable
- Call Forwarding – Busy\*
- Call Forwarding – Don’t Answer\*
- Call Waiting
- Three-way Calling
- Changeable Speed Calling (8)

**4.1.9 Security Package**

The following features are available to Customers who choose the optional Security Package with Business Exchange Service:

- Calling Line Identification
- Remote Activation of Call Forwarding
- Call Trace
- Distinctive Ringing
- Deny Terminating

\* There is no charge for Call Forwarding – Busy and Call Forwarding – No Answer when Voice Mail is purchased and the lines are forwarded to voice mail.

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**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont'd.**

**4.2 NetServe PBX Trunk**

**4.2.1 Description**

The Basic Business NetServe PBX Trunk, offered on a measured or flat rate basis depending on the service area, provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time.

**4.2.2 Standard Features**

Each NetServe PBX Trunk will be provided with the following standard features:

In, Out, Two-Way  
Trunk Group Hunting

**4.2.3 Security Package**

The following features are available to Customers who choose the optional Security Package with NetServe PBX Trunk service.

Calling Line Identification  
Remote Activation of Call Forwarding  
Call Trace

**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont'd.**

**4.3 NetServe DID Trunk**

**4.3.1 Description**

The Basic Business NetServe DID Trunk provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to receive one call at a time.

**4.3.2 Standard Features**

Each NetServe DID Trunk will be provided with the following standard features:

DID  
TT, DD MF signaling (as specified by the customer)  
Trunk Group Hunting

**4.3.3 DID Telephone Numbers**

Group of 20

**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont'd.**

**4.4 Netflex T-1 Service With DID**

**4.4.1 Description**

Netflex T-1 Service With DID (“Netflex”), offered on a measured basis, provides a digital path from a suitably equipped central office to a Customer’s digital PBX, allowing access to and from the exchange and toll network via exchange trunk lines, and other network access lines, including DID capability.

*A 1.544 Mbps transmission channel providing two-way transmission for a capacity of up to 24 trunk connections connects a Customer’s premises with the switched public telephone network.*

Netflex is furnished subject to the availability of facilities.

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**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont'd.****4.5 Netflex PRI****4.5.1 Description**

Netflex PRI is a service provided over T-1 point-to-point line facilities. It enhances the capabilities of a basic digital trunk facility by allowing Customers to control the individual channels of the T1 pipe. Channels of the T1 pipe may be used as 23 voice grade product lines (B channels) plus one active D channel to control multiple 24-channel PRI's, through the use of appropriate premises equipment. Customers can bond multiple channels together to create high bandwidth (384kb/s, 78Kb/s, etc.) dial-up data channels.

**4.5.2 Application of Rates**

Depending upon the service area, PRI pricing may include mileage charges. If so, the mileage is calculated from the Customer's premises to the Central Office.

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## SECTION 4.0 – BASIC BUSINESS SERVICES, Cont'd.

## 4.6 Rates

## 4.6.1 Verizon PA Territory

	Non - Recurring Changes	Month to Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
<b>NetServe Business Line</b>						
Individual Business Line	\$56.25	\$16.85	\$15.95	\$15.10	\$14.55	\$14.20
Multi-Line Business	\$56.25	\$14.85	\$14.10	\$13.30	\$12.80	\$12.50
<b>Business Line Value Pkg.</b>		\$4.75	\$4.50	\$4.25	\$4.10	\$4.00
<i>Call Forwarding Variable</i>						
<i>Call Forwarding Busy</i>						
<i>Call Forwarding Don't Answer</i>						
<i>Three-Way Calling</i>						
<i>Call Waiting</i>						
<i>Changeable Speed Calling (8)</i>						
<b>Security Package</b>		\$8.10	\$7.65	\$7.25	\$6.95	\$6.80
<i>Remote Activation of Call Forwarding</i>						
<i>Call Trace</i>						
<i>Distinctive Ringing</i>						
<i>Deny Terminating</i>						
<i>Calling Line Identification</i>						

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**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont'd.****4.6 Rates, Cont'd.****4.6.1 Verizon PA Territory, Cont'd.**

	<b>Non - Recurring Changes</b>	<b>Month to Month</b>	<b>1 Yr.</b>	<b>2 Yr</b>	<b>3 Yr.</b>	<b>5 Yr.</b>
<b>NetServe PBX Trunk</b>	\$56.25	\$16.85	\$15.95	\$15.10	\$14.55	\$14.20
<b>Security Package</b> <i>Calling Line Identification</i> <i>Remote Activation of Call Forwarding</i> <i>Call Trace</i>		\$8.10	\$7.65	\$7.25	\$6.95	\$6.80
<b>NetServe DID Trunk</b>	\$56.25	\$23.75	\$22.50	\$21.25	\$20.50	\$20.00
DID Group of 20	\$15.00	\$5.35	\$5.35	\$5.35	\$5.35	\$5.35

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**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont'd.****4.6 Rates, Cont'd.****4.6.1 Verizon PA Territory, Cont'd.**

	Non - Recurring Changes	Month to Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
<b>Netflex T-1 With DID</b>						
<b>RESERVED FOR FUTURE USE</b>						
<b>Netflex PRI + Usage</b>	\$560.00	\$475.00	\$435.00	\$385.00	\$370.00	\$365.00
Usage						
250 hrs. - .043 add'l minutes		\$570.00	\$540.00	\$510.00	\$492.00	\$480.00
500 hrs. - .043 add'l minutes		\$855.00	\$810.00	\$765.00	\$738.00	\$720.00
1000 hrs. - .017 add'l minutes		\$1,140.00	\$1,080.00	\$1,020.00	\$985.00	\$960.00
<b>DID</b>						
Group of 100	\$80.00	\$25.50	\$25.50	\$25.50	\$25.50	\$25.50
Group of 100 (add'l groups)	\$80.00	\$25.50	\$25.50	\$25.50	\$25.50	\$25.50
Individual Numbers	\$20.00	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55
<b>Caller ID</b>	\$80.00	\$95.00	\$85.50	\$76.50	\$73.80	\$70.10

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**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont’d.**

**4.6 Rates**

**4.6.2 Verizon North Territory**

	<b>Non - Recurring Changes</b>	<b>Month to Month</b>	<b>1 Yr.</b>	<b>2 Yr.</b>	<b>3 Yr.</b>	<b>5 Yr.</b>
<b>NetServe Business Line</b>						
Flat Rate	\$16.00	\$27.80	\$26.35	\$24.90	\$24.00	\$23.40
Measured Rate	\$16.00	\$14.55	\$13.75	\$13.00	\$12.55	\$12.25
<b>Per Minute Rates</b>						
Local <sup>1</sup>		\$0.015	\$0.015	\$0.015	\$0.015	\$0.015
Area 1 (1-10 miles)		\$0.028	\$0.028	\$0.028	\$0.028	\$0.028
Area 2 (11-16 miles)		\$0.034	\$0.034	\$0.034	\$0.034	\$0.034
Area 3 (17-22 miles)		\$0.040	\$0.040	\$0.040	\$0.040	\$0.040
<b>Usage Blocks of Time <sup>2</sup></b>						
600 minutes of usage						
Per month		\$8.40	\$8.40	\$8.40	\$8.40	\$8.40
Additional minutes		\$0.015	\$0.015	\$0.015	\$0.015	\$0.015
2000 minutes of usage						
Per month		\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
Additional minutes		\$0.013	\$0.013	\$0.013	\$0.013	\$0.013
<b>Business Line Value Pkg.</b>		\$4.70	\$4.45	\$4.20	\$4.05	\$3.95
<i>Call Forwarding Variable</i>						
<i>Call Forwarding Busy</i>						
<i>Call Forwarding Don't Answer</i>						
<i>Three-Way Calling</i>						
<i>Call Waiting</i>						
<i>Changeable Speed Calling (8)</i>						
<b>Security Package</b>		\$9.50	\$9.00	\$8.50	\$8.00	\$7.80
<i>Remote Activation of Call Forwarding</i>						
<i>Call Trace</i>						
<i>Distinctive Ringing</i>						
<i>Deny Terminating</i>						
<i>Calling Line Identification</i>						

<sup>1</sup> Johnstown Local Calling Area: Beaverdale, Davidsville, Johnstown, Nanty Glo, Seward, South Fork and Windber.

<sup>2</sup> Applicable to calls made within Johnstown Local Calling Area.

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**SECTION 4.0 – BASIC BUSINESS SERVICES, Cont'd.****4.6 Rates, Cont'd.****4.6.2 Verizon North Territory, Cont'd.**

	<b>Non - Recurring Changes</b>	<b>Month to Month</b>	<b>1 Yr.</b>	<b>2 Yr</b>	<b>3 Yr.</b>	<b>5 Yr.</b>
<b>NetServe PBX Trunk</b>						
Flat Rate	\$16.00	\$42.20	\$40.00	\$37.75	\$36.50	\$35.50
Measured Rate	\$16.00	\$14.85	\$14.10	\$13.30	\$12.85	\$12.50
<b>Per Minute Rates</b>						
Local <sup>1</sup>		\$0.015	\$0.015	\$0.015	\$0.015	\$0.015
Area 1 (1-10 miles)		\$0.028	\$0.028	\$0.028	\$0.028	\$0.028
Area 2 (11-16 miles)		\$0.034	\$0.034	\$0.034	\$0.034	\$0.034
Area 3 (17-22 miles)		\$0.040	\$0.040	\$0.040	\$0.040	\$0.040
<b>Security Package</b>		\$9.50	\$9.00	\$8.50	\$8.00	\$7.80
<i>Calling Line Identification</i>						
<i>Remote Activation of Call</i>						
<i>Forwarding</i>						
<i>Call Trace</i>						
<b>NetServe DID Trunk</b>						
	\$94.50	\$52.90	\$50.10	\$47.35	\$45.65	\$44.55
DID Group of 20	\$2.45	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
<b>Netflex T-1 Service With DID</b>						
<b>Measured Service</b>						
First Line	\$1,400.00	\$510.00	\$475.00	\$425.00	\$386.00	\$365.00
Second Line and greater	\$770.00	\$430.00	\$395.00	\$350.00	\$320.00	\$302.00

<sup>1</sup> Johnstown Local Calling Area: Beaverdale, Davidsville, Johnstown, Nanty Glo, Seward, South Fork and Windber.

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## SECTION 4.0 – BASIC BUSINESS SERVICES, Cont'd.

## 4.6 Rates, Cont'd.

## 4.6.2 Verizon North Territory, Cont'd.

	Non - Recurring Changes	Month to Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
<b>Netflex PRI</b>						
<i>Caller ID</i>						
<i>D Channel</i>						
<i>Call by Call Selection</i>						
Flat Rate						
1 <sup>st</sup> System	\$795.00	\$985.00	\$885.00	\$780.00	\$730.00	\$695.00
2 <sup>nd</sup> System and greater	\$110.00	\$765.00	\$675.00	\$585.00	\$540.00	\$515.00
Measured						
1 <sup>st</sup> System	\$795.00	\$905.00	\$820.00	\$740.00	\$715.00	\$680.00
2 <sup>nd</sup> System and greater	\$110.00	\$685.00	\$615.00	\$545.00	\$525.00	\$500.00
Per ½ mile		\$18.00	\$17.05	\$16.10	\$15.55	\$15.16
Facility Change		\$45.60	\$43.20	\$40.80	\$39.36	\$38.40
DID						
Group of 20	\$2.45	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50

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**SECTION 5.0 – OPERATOR SERVICES****5.1 Directory Assistance**

A customer may obtain Directory Assistance in determining telephone numbers within its local calling area or intraLATA by calling the Directory Assistance operator. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge does not apply for Directory Assistance calls for numbers which are non-listed or nonpublished nor shall they be included in the ten (10) call allowance. In all other cases the Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number, except as follows:

1. Calls placed from a registered main telephone exchange line where a user because of a functional disability is unable to obtain telephone numbers from a directory; a registered business main telephone exchange line of a disabled customer where assistance is otherwise not available. Disability includes, but is not limited to, the legally blind, or visually or physically handicapped as defined by The Federal Register, Volume 35, No. 126.
2. Calls placed from qualified hospitals where telephones are provided in a majority of patient rooms (includes calls placed over toll access lines or toll terminals). A hospital is considered qualified if it is currently able to meet the registration requirements of the American Hospital Association; however, it is not necessary for the hospital to be so registered.
3. Calls placed from pay telephones.
4. Requests in which the Directory Assistance operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.
5. Calls requesting a number that is not published or not listed.
6. Calls originating from exchange lines of the Commonwealth of Massachusetts or its political subdivisions

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**SECTION 5.0 – OPERATOR SERVICES, Cont'd.****5.1 Directory Assistance, (Cont'd.)****5.1.1 Credits**

A credit will be given for calls to Directory Assistance under the following circumstances:

1. The Customer experiences poor transmission or is cut-off during the Call; or
2. The Customer is given an incorrect telephone number.

**5.1.2 Rates**

	Verizon PA <u>Territory</u>	Verizon North <u>Territory</u>
Calls via local operator	\$0.57	\$0.57
IntraLATA directory assistance	\$0.95	\$0.95
Coin directory assistance	\$0.25	\$0.25

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**SECTION 5.0 – OPERATOR SERVICES, Cont’d.****5.2 Operator Assistance**

**5.2.1** A customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner:

- .1 Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
- .2 Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- .3 Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.
- .4 Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.
- .5 Station to Station: Calls complete with the assistance of an operator to a particular Station. The call may be billed to the called party.
- .6 General Assistance: The Customer has the option to request general information from the operator, such as dialing instruction, country or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.

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**SECTION 5.0 – OPERATOR SERVICES, Cont’d.**

**5.2 Operator Assistance, (Cont'd.)**

**5.2.2 Operator Assisted Surcharges**

The following surcharges will be applied in addition to the applicable rates in Section 4 of this tariff:

*Per Call Charges:*

	<u>Verizon PA Territory</u>	<u>Verizon North Territory</u>
Operator Dialed		
Station-to-Station	\$1.75	\$1.75
Calling Card	\$1.75	\$1.75
Collect	\$1.75	\$1.75
Bill to Third Number	\$1.75	\$1.75
Person-to-person	\$3.50	\$3.50
Customer Dialed		
Calling Card	\$0.75	\$0.75
Collect Mechanized	\$1.40	\$1.40
Bill to Third Number Mechanized	\$1.40	\$1.40
Coin-Paid Station-to-Station		
Customer Dialed		
Flat Rate Business Lines	\$0.75	\$0.75
Measured Rate Business Lines	----	\$0.25
Operator Dialed	\$1.75	\$1.75

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**SECTION 5.0 – OPERATOR SERVICES, Cont’d.****5.3 Busy Line Verification****5.3.1 General**

Busy Line Verification and Busy Line Verification with Interrupt are furnished for Customers requesting line status verification or interruption of a specific exchange access line. Service is provided where and to the extent that facilities permit.

- .1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or “in use” and report to the calling party.
- .2 Busy Line Interrupt with Verification: The Operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

**5.3.2 Responsibility of the Customer****.1 Liability**

The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call.

**5.3.3 Application of Rates and Charges**

- .1 Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:
  - (a) The operator verifies that the line is busy with a call in progress.
  - (b) The operator verifies that the line is available for incoming calls.
  - (c) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. The following charge will apply for both verification and interruption:

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**SECTION 5.0 – OPERATOR SERVICES, Cont’d.**

**5.3 Busy Line Verification, (Cont’d.)**

**5.3.3 Application of Rates and Charges, (Cont'd.)**

- .2 Busy line verification and busy line interrupt charges are not applicable to calls placed from police and fire departments or from Customers who assert that the request is made in an emergency.
- .3 The charge does not apply when verification indicates a trouble status on the line requiring repair of Company equipment or facilities.
- .4 The charge applies each time the operator verifies a called line.
- .5 Other Charges

If the line verified is not in use, or as a result of interrupt the line is cleared, and, at the calling party's request, the operator completes the call, the applicable operator incremental charge applies in addition to the busy line verification or busy line interrupt charge(s).

**5.3.4 Rates and Charges**

	Verizon PA <u>Territory</u>	Verizon North <u>Territory</u>
Busy Line Verification, per request	\$0.90	\$0.90
Busy Line Interrupt with Verification, per request	\$1.40	\$1.40

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**SECTION 5.0 – OPERATOR SERVICES, Cont’d.**

**5.4 Operator Call Completion Service**

**5.4.1 General**

This service provides Customers who have received a requested intraLATA telephone number from directory assistance service, the option of having an intraLATA call dialed and completed to that requested telephone number, where suitable facilities exist.

Operator Call Completion is available with all telephone numbers in the company's directory assistance service data base except the following numbers:

- InterLATA numbers
- 700, 800/888 toll free numbers and 900 numbers
- 976 and 540 numbers
- 920 and 970 numbers
- 550 numbers
- Nonpublished service numbers

For Customers requesting more than one directory assistance number, the Operator Call Completion option is available only to the last telephone number requested.

**5.4.2 Application of Rates and Charges**

The charge for Operator Call Completion is in addition to the applicable direct dialed or operator assisted directory assistance service rates, local usage charges, Message Telecommunications Service (MTS) rates, and calling card, travel card, collect and bill to third number incremental charges.

The charge for Operator Call Completion applies for each call dialed and completed for the Customer except when the calling party is identified as being handicapped and unable to dial the call because of the handicap.

**5.4.3 Rates and Charges**

	Verizon PA	Verizon North
	<u>Territory</u>	<u>Territory</u>
Per each call dialed and completed	\$1.75	\$1.75

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**SECTION 6.0 - DIRECTORY LISTING SERVICES****6.1 General Terms and Conditions**

- 6.1.1** The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing
- 6.1.2** 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. Where more than one line is required to properly list the Customer, no additional charge is made.
- 6.1.3** The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 6.1.4** Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 6.1.5** In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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**SECTION 6.0 -DIRECTORY LISTING SERVICES, Cont'd.****6.2 Directory Listing Service****6.2.1 General**

Rates and regulations for listing service are applicable only to listings in the alphabetical directories.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

**6.2.2 Listings**

One listing, termed the initial listing is included with each Customer's service, and with the initial line of a line hunting group.

At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The additional directory listing charge commences with the delivery date of the issue of the directory in which the listing first appears. The monthly rate for an additional listing commences the day after the directory assistance records are posted.

If an additional listing is ordered discontinued by the Customer after the closing of the directory, the monthly rate continues through that issue of the directory and up to the date for rates to be effective for the next directory. If the additional listing is ordered discontinued before the closing date of the directory in which it would first appear the monthly rate continues only to the date of cancellation by the customer, with a minimum service period of one month.

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**SECTION 6.0 -DIRECTORY LISTING SERVICES, Cont'd.****6.2 Directory Listing Service, (Cont'd.)****6.2.3 Nonpublished Service**

Nonpublished service means that the customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records. However, such information may be displayed on a call-by-call basis at Public Safety Answering Point locations where Enhanced Universal Emergency Number service is provided (E911).

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

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**SECTION 6.0 - DIRECTORY LISTING SERVICES, Cont'd.**

**6.2 Directory Listing Service, (Cont'd.)**

**6.2.4 Nondirectory Listed Service**

Nondirectory listed service means that the customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nondirectory listed service or the disclosing of said number to any person.

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**SECTION 6.0 - DIRECTORY LISTING SERVICES, Cont'd.****6.2 Directory Listing Service, (Cont'd.)****6.2.5 Rates**

	Verizon PA <u>Territory</u>		Verizon North <u>Territory</u>	
	<u>Monthly Charge</u>	<u>Nonrecurring Charge</u>	<u>Monthly Charge</u>	<u>Nonrecurring Charge</u>
Additional Listing, each listing	\$2.05	\$15.00	\$2.05	\$15.00
Non-published service, each listing	\$1.75	\$15.00	\$1.75	\$15.00
Non-directory listed service, per listing	\$1.25	\$15.00	\$1.25	\$15.00

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**SECTION 7.0 - MISCELLANEOUS CHARGES AND SERVICES****7.1 IntraLATA Toll Presubscription**

- 7.1.1** IntraLATA Presubscription is a procedure whereby a Customer designates to the Company the IntraLATA Toll Provider (ITP) which the Customer wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. IntraLATA presubscription does not prevent a Customer, who has presubscribed to an intraLATA toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred 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 unless prior arrangements have been made with or by the Company. IntraLATA toll providers must submit an Access Service Request (ASR) prior to the intraLATA toll presubscription conversion date or prior to the date on which the carrier proposes to begin participating intraLATA toll presubscription, unless prior arrangements have been made with the Company.

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

- 7.1.2** At the option of the ITP, the nonrecurring charge for a change in intraLATA toll presubscription, as provided herein, may be billed to the ITP, instead of the end user. This may involve charges resulting from end-user initial free choice PIC changes, as specified in 6.4.3.A following.

This option for the ITP to be billed for the PIC change charge instead of the end user is not available for orders placed directly via the Company's Business Offices.

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**SECTION 7.0 - MISCELLANEOUS CHARGES AND SERVICES, Cont'd.**

**7.1 IntraLATA Toll Presubscription, (Cont'd.)**

**7.1.3 Presubscription Charge Application**

A. Existing end users may exercise an initial free presubscription choice, either by contacting the Company or by contacting the ITP directly. The initial free choice must be made within ninety (90) days following implementation of intraLATA toll presubscription. The charge for the initial free choice change will be billed to the new ITP at the discretion of the Company. End users' choices which constitute exercising the free initial choice are:

§ Designating an ITP as their primary carrier thereby requiring no access code to access the ITP's service. Other carriers are accessed by dialing 10XXX, 101XXXX, or other required codes.

§ Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access al ITP's. This choice can be made by directly contacting the Company.

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**SECTION 7.0 - MISCELLANEOUS CHARGES AND SERVICES, Cont'd.****7.1 IntraLATA Toll Presubscription, (Cont'd.)****7.1.3 Presubscription Charge Application, (Cont'd.)**

- B. New end users who subscribe to service after the presubscription implementation date (including an existing Customer who orders an additional line) 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 Company may extend a 30-day period 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.

Initial free selections available to new end users are:

- \$ Designate an ITP as their primary carrier thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 10XXX, 101XXXX, or other required codes.
- \$ Choose no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all ITP's. This choice can be made by directly contacting the Company. In addition, new end users that do not select a preferred carrier will be assigned a "No-PIC".

Following a new end users' initial free selection, any subsequent selection made following implementation of intraLATA toll presubscription is subject to a nonrecurring charge as set forth herein.

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**SECTION 7.0 - MISCELLANEOUS CHARGES AND SERVICES, Cont'd.****7.1 IntraLATA Toll Presubscription, (Cont'd.)****7.1.3 Presubscription Charge Application, (Cont'd.)**

- C. 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 as provided herein. The ITP must provide written notification to the Company that this activity has taken place.

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

- D. An unauthorized PIC change is a change in the presubscribed intraLATA toll provider that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in intraLATA presubscription occurs, the ITP making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided in 7.1.7 following. In addition, the ITP will be assessed the applicable charge for returning the end user to their preferred intraLATA toll provider.

If an unauthorized change in intraLATA toll presubscription and interLATA presubscription occurs at the same time, on the same Business/Residence line, and the presubscribed ITP is the same carrier for intraLATA and interLATA, presubscription change charges as provided herein and the Company's corresponding FCC Tariff apply. In addition, the ITP will be assessed the applicable charges for returning the end user to their preferred intraLATA toll provider as herein and the Company's corresponding FCC Tariff.

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**SECTION 7.0 - MISCELLANEOUS CHARGES AND SERVICES, Cont'd.****7.1 IntraLATA Toll Presubscription, (Cont'd.)****7.1.4 Equal Access Recovery Charge**

The Equal Access Recovery Charge is a charge to recover the costs that the Company has directly incurred in connection with the implementation of intraLATA toll presubscription. The Equal Access Recovery Charge is billed to intraLATA toll providers.

**7.1.5 End User Charge Discrepancy**

A. 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/time determines Customer choice.

§ If an end user denies requesting a change in intraLATA toll presubscription as submitted by an ITP, and the ITP is unable to produce a letter of authorization, signed by the end user, the ITP will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The ITP will also be assessed the intraLATA toll presubscription change charge as specified herein, which was previously billed to the end user.

B. Verification of Orders for Telemarketing

Neither the ITP of the Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the FCC's current anti-slamming practices and procedures.

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ISSUED: September 18, 2001

EFFECTIVE: September 21, 2001

Issued by: Virgil E. Parsons, Executive Vice President & COO  
Director of Regulatory Affairs  
211 Leon Sullivan Way  
Charleston, West Virginia 25301

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**SECTION 7.0 - MISCELLANEOUS CHARGES AND SERVICES, Cont'd.****7.1 IntraLATA Toll Presubscription, (Cont'd.)****7.1.6 PIC Switchback Option-Business/Residence**

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

When the Company is contacted by an end user who denies requesting a change in ITP primary carrier, 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. If this service is made available by the Company, ITP's may subscribe to or cancel PIC Switchback Service on 30 days notice to the Company by submitting a written request. A letter of authorization from the ITP will not be requested or accepted at a later date in the event of dispute of the charges assessed under the PIC Switchback option.

This option in no way relieves the ITP of the FCC requirements for:

- Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or
- Instituting steps to obtain verification of orders submitted to the Company.

In addition, the end user has the option of initiating a complaint to the FCC or the Public Utility Commission concerning unauthorized changes in carrier.

**7.1.7 Rates and Charges**

The Company allows for up to three (3) PIC changes within a service year. After that, the Customer will be billed for each presubscribed carrier change.

Per PIC change request in excess of allowance:                      \$5.00

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Charleston, West Virginia 25301

**SECTION 7.0 - MISCELLANEOUS CHARGES AND SERVICES, Cont'd.**

**7.2 Emergency Services (Enhanced 911)**

Allows the Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary 911 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 911 provider for display at the Public Service Answering Point (PSAP).

The Company is in compliance with all requirements of the Public Safety Emergency Telephone Act (Act 78-1990)

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Director of Regulatory Affairs  
211 Leon Sullivan Way  
Charleston, West Virginia 25301

**SECTION 7.0 - MISCELLANEOUS CHARGES AND SERVICES, Cont'd.**

**7.3 Blocking "900" Information Service**

**7.3.1 General**

Where central office facilities permit, "900" Information Service Blocking provides customers the capability to block origination of direct dialed calls to a "900" Information Service number (900-NXX-XXXX).

**7.3.2 Regulations**

- A. Blocking is available on individual lines for residence and business customers.
- B. When the blocking is activated, direct dialed calls to all "900" Service numbers are blocked.
- C. Initial blocking is provided at no charge upon customer request. Subsequent requests for "900" Information Services Blocking will be provided at the rates referenced below.
- D. Blocking service may not be available with certain multi-line business arrangements.
- E. There is no charge to remove "900" Information Service blocking.

**7.3.3 Rates**

"900" Information Service Blocking

	Verizon PA	Verizon North
	<u>Territory</u>	<u>Territory</u>
Initial Request	No Charge	No Charge
Subsequent Request (per line)	\$100.00	\$100.00

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Issued by: Virgil E. Parsons, Executive Vice President & COO  
 Director of Regulatory Affairs  
 211 Leon Sullivan Way  
 Charleston, West Virginia 25301

**SECTION 8.0 - CONTRACT SERVICES**

**8.1 General**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Contract Service rates will be offered to the Customer in writing and on a non-discriminatory basis.

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Director of Regulatory Affairs  
211 Leon Sullivan Way  
Charleston, West Virginia 25301

**SECTION 9.0 - SPECIAL ARRANGEMENTS**

**9.1 General**

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers. Each offering will have a duration of less than six months. Promotional offerings are to be filed with the Commission on one days notice prior to the actual offering to customers.

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ISSUED: September 18, 2001

EFFECTIVE: September 21, 2001

Issued by: Virgil E. Parsons, Executive Vice President & COO  
Director of Regulatory Affairs  
211 Leon Sullivan Way  
Charleston, West Virginia 25301

**CERTIFICATE OF SERVICE**

I hereby certify that on this 17 day of September, 2001, I caused to be served a copy of the foregoing application upon the following, by first class mail, postage prepaid, or equivalent service:

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

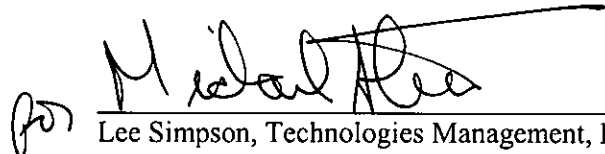
Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

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

A copy of the foregoing Competitive Local Exchange Carrier application has been served on the following Incumbent Local Exchange Carrier(s) as well:

Ms. Julia A. Conover, Esquire  
Bell Atlantic - Pennsylvania, Inc.  
1717 Arch Street, 32nd Floor  
Philadelphia, Pennsylvania 19103

Mr. John Dudley  
Director of External Affairs  
GTE - Pennsylvania  
212 Lotus Street, Suite 600  
Harrisburg, Pennsylvania 17108

  
Lee Simpson, Technologies Management, Inc.



RECEIVED  
ORIGINAL  
NOV 15 2001  
PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

210 N. Park Ave.  
Winter Park, FL  
32789

P.O. Drawer 200  
Winter Park, FL  
32790-0200

Tel: 407-740-8575  
Fax: 407-740-0613  
tmi@tminc.com

November 16, 2001  
**Overnight**

Mr. James J. McNulty  
Acting Secretary  
Pennsylvania Public Service Commission  
P.O. Box 3265  
North and Commonwealth Avenue  
North Office Building, Room B-20  
Harrisburg, PA 17105-3265

DOCUMENT  
FOLDER

RE: **Fibernet Telecommunications of Pennsylvania, LLC**  
**Competitive Access Provider Services**  
**Switched Access Provider Services**  
**Docket No. A-310828F0002**

Dear Mr. McNulty:

A-310828F0002

Enclosed for filing are the original three (3) copies of the initial tariffs of Fibernet Telecommunications of Pennsylvania, LLC as noted below:

- Competitive Access Provider Services Tariff
  - Tariff Telephone - Pa P.U.C. No.3
- Switched Access Provider Services Tariff
  - Tariff Telephone - Pa P.U.C. No. 4

This filing separates switched and dedicated access as requested by Mr. Larry Lacey. The Company respectfully requests an effective date of November 23, 2001 for this filing.

Please note that these tariffs contain the company's new business address at: 211 Leon Sullivan Way, Charleston, WV 25301.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self-addressed, stamped envelope enclosed for this purpose. Questions regarding this filing may be directed to my attention at (407) 740-8575.

Thank you for your assistance.

Sincerely,

*Monique Byrnes*  
Monique Byrnes  
Consultant to Fibernet Telecommunications of Pennsylvania, LLC

cc: S. Hamula - Fibernet  
file: Conversent - PA Local  
tms: pal0101a

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLICABLE TO THE PROVISION OF

SWITCHED ACCESS PROVIDERS SERVICES

OF

FIBERNET TELECOMMUNICATIONS OF PENNSYLVANIA, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of switched access services provided by Fibernet Telecommunications of Pennsylvania, LLC. This tariff has been filed with the Pennsylvania Public Utility Commission and copies are available for inspection at the Company's place of business: 211 Leon Sullivan Way, Charleston, West Virginia 25301.

**DOCKETED**

NOV 27 2001

DOCUMENT  
FOLDER

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Issued: November 20, 2001

Effective: November 23, 2001

By: Virgil E. Parson, Executive Vice President & CEO

PAA0101

**SWITCHED ACCESS PROVIDER SERVICES TARIFF**

**CHECK SHEET**

Sheets 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.

<b>SHEET</b>	<b>REVISION</b>	<b>SHEET</b>	<b>REVISION</b>	<b>SHEET</b>	<b>REVISION</b>
Title	Original	* 26	Original	* 52	Original *
1	Original	* 27	Original	*	
2	Original	* 28	Original	*	
3	Original	* 29	Original	*	
4	Original	* 30	Original	*	
5	Original	* 31	Original	*	
6	Original	* 32	Original	*	
7	Original	* 33	Original	*	
8	Original	* 34	Original	*	
9	Original	* 35	Original	*	
10	Original	* 36	Original	*	
11	Original	* 37	Original	*	
12	Original	* 38	Original	*	
13	Original	* 39	Original	*	
14	Original	* 40	Original	*	
15	Original	* 41	Original	*	
16	Original	* 42	Original	*	
17	Original	* 43	Original	*	
18	Original	* 44	Original	*	
19	Original	* 45	Original	*	
20	Original	* 46	Original	*	
21	Original	* 47	Original	*	
22	Original	* 48	Original	*	
23	Original	* 49	Original	*	
24	Original	* 50	Original	*	
25	Original	* 51	Original	*	

\*- indicates pages included in this filing

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the furnishing of switched access services by Fibernet Telecommunications of Pennsylvania, LLC within the state of Pennsylvania.

**SERVICE AREA**

Fibernet Telecommunications of Pennsylvania, LLC will provide intrastate service throughout the state of Pennsylvania in areas currently served by the following Incumbent Local Exchange companies:

(1) Verizon North, Inc. - Johnstown Area:

Local Calling Areas: Johnstown, Beaverdale, Davidsville, Nanty Glo, Seward, South Fork and Windber

NPA 814:

NXX's:

288,262,269,243,418,659,241,242,244,248,291,537,626,532,533,534,535,536,539,  
270,322

(2) Verizon Pennsylvania, Inc. - Altoona Exchange

Local Calling Areas: Altoona, Bellwood, Cresson, Hollidaysburg, Tyrone

NPA 814:

NXX's:

935,232,567,569,578,580,588,932,937,934,940,941,942,943,944,946, 947,949

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- C** – To signify changed term or condition
- D** – To signify discontinued rate or term or condition.
- I** - To signify increased rate.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**TARIFF FORMAT**

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

**B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).1.
- 2.1.1.A.1.(a).1.(i).
- 2.1.1.A.1.(a).1.(i).(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 sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Commission.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 1 - DEFINITIONS**

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission: Refers to the Pennsylvania Public Utility Commission.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

Company: Fibernet Telecommunications of Pennsylvania, LLC., issuer of this tariff.

Constructive Order: Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Fibernet: Fibernet Telecommunications of Pennsylvania, LLC, issuer of this tariff.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

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

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

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

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

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

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

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

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of Cinergy Communications Company**

2.1.1 Scope

Cinergy's services offered pursuant to this Tariff are furnished for Switched Access Service. Cinergy may offer these services over its own or resold facilities.

Cinergy installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. Cinergy may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Cinergy network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of Cinergy Communications Company, (Cont'd.)**

**2.1.3 Terms and Conditions**

- A. The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services. The Customer remains liable for all obligations under this Tariff and the Company shall have no liability to any person or entity other than the Customer.
- B. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- C. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- D. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.
- E. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- F. The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers is prohibited.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of Cinergy Communications Company, (Cont'd.)**

2.1.4 Liability of the Company

- A. THE LIABILITY OF THE COMPANY FOR DAMAGES ARISING OUT OF THE FURNISHING OF ITS SERVICES, INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OTHER DEFECTS, OR REPRESENTATIONS BY THE COMPANY, OR USE OF THESE SERVICES OR DAMAGES ARISING OUT OF THE FAILURE TO FURNISH THE SERVICE WHETHER CAUSED BY ACT OR OMISSION, SHALL BE LIMITED TO THE EXTENSION OF ALLOWANCES FOR INTERRUPTION AS SET FORTH IN 2.6 BELOW. THE EXTENSION OF SUCH ALLOWANCES FOR INTERRUPTION SHALL BE THE SOLE REMEDY OF THE CUSTOMER AND THE SOLE LIABILITY OF THE COMPANY. THE COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND, TO CUSTOMER AS A RESULT OF ANY COMPANY SERVICE, EQUIPMENT OR FACILITIES, OR THE ACTS OR OMISSIONS OR NEGLIGENCE OF THE COMPANY'S EMPLOYEES OR AGENTS.
- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of Cinergy Communications Company, (Cont'd.)**

2.1.4 Liability of the Company, (cont'd.)

- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
  
- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of Cinergy Communications Company, (Cont'd.)**

**2.1.4 Liability of the Company, (cont'd.)**

- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of Cinergy Communications Company, (Cont'd.)**

2.1.4 Liability of the Company, (cont'd.)

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
  
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of Cinergy Communications Company, (Cont'd.)**

**2.1.4 Liability of the Company, (cont'd.)**

- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of Cinergy Communications Company, (Cont'd.)**

**2.1.4 Liability of the Company, (cont'd.)**

- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, 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, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of Cinergy Communications Company, (Cont'd.)**

**2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities within its control that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

**2.1.6 Provisions of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of Cinergy Communications Company, (Cont'd.)**

**2.1.6 Provisions of Equipment and Facilities, (cont'd.)**

- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises 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.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of Cinergy Communications Company, (Cont'd.)**

**2.1.6 Provisions of Equipment and Facilities, (cont'd.)**

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  2. the reception of signals by Customer-provided equipment; or
  3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of Cinergy Communications Company, (Cont'd.)**

**2.1.7 Non-routine Installation**

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

**2.1.8 Special Construction**

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of Cinergy Communications Company, (Cont'd.)**

2.1.8 Special Construction, (cont'd.)

- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

2.1.9 Ownership of Facilities

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

**2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Obligations of the Customer**

2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Obligations of the Customer, (Cont'd.)**

2.3.1 The Customer shall be responsible for, (cont'd.):

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Obligations of the Customer, (Cont'd.)**

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or 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;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. Originating Access: Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- B. Terminating Access: For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.3.3.D below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.3 Jurisdictional Reporting, (cont'd.)**

- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.3.3A and 2.3.3B above.
- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Obligations of the Customer, (Cont'd.)**

2.3.3 Jurisdictional Reporting, (cont'd.)

(cont'd.)

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

**2.4 Customer Equipment and Channels**

2.4.1 General

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

2.4.2 Station Equipment

A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.4 Customer Equipment and Channels, (Cont'd.)**

2.4.2 Station Equipment, (cont'd.)

A. (cont'd)

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

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

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.4 Customer Equipment and Channels, (Cont'd.)**

2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, 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 Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
  
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

**2.5 Payment Arrangements**

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

A. Taxes

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

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.

Non-Recurring Charges are due and payable within 20 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. Cinergy will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (cont'd.)

The Customer shall notify the Company of any disputed items on an invoice within 45 days of receipt of the invoice. 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 in accordance with the Commission's rules of procedures.

In the event the Company incurs fees and expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.3 Refusal and Discontinuance of Service

The Discontinuance of Service by the company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for service(s) furnished up to the time of discontinuance.

The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.3 Refusal and Discontinuance of Service, (cont'd.)**

- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, 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.
- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
  - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-e), if
    - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
    - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (cont'd.)

F. (cont'd)

1. (cont'd)

(c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or

(d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

(e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:

I. *Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or*

II. *Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or*

III. *By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or*

IV. *Continuing to have Company End Users presubscribed to the Customer; or*

V. *Any other Fraudulent means or devices.*

2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (cont'd.)

F. (cont'd)

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

- G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.4 Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

The special charges described will be calculated and applied on a case-by-case basis.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.6 Allowances for Interruptions in Service**

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to Cinergy. A Service Outage ends when the affected circuit and/or associated Cinergy equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which Cinergy is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by Cinergy from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.6 Allowances for Interruptions in Service, (Cont'd.)**

2.6.1 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but *not limited to*, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.7 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties without notice (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

**2.8 Notices and Communications**

2.8.1 Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.

2.8.2 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.8.3 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.

2.8.4 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.8.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.9 Meet Point Billing**

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

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

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE**

**3.1 General**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

**3.1.1 Ordering Conditions**

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR.

The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

**3.1.2 Minimum Period of Service**

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)**

**3.2 Miscellaneous Charges**

Per Service Order	\$81.00
Customer Requested Due Date Change <sup>1,2</sup>	\$50, per order
Customer Requested Expedite <sup>2</sup>	\$250, per location, per order
Cancellation (after 3 business days from order placement) <sup>2</sup>	Full NRCs + \$250, per order
Design or Engineering Changes	ICB
Additional Labor Charges	ICB

<sup>1</sup> Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

<sup>2</sup> For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

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**SWITCHED ACCESS PROVIDER SERVICES TARIFF**

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**SECTION 4 - SWITCHED ACCESS SERVICE**

**4.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities.

Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

**4.2 Provision and Description of Switched Access Service Arrangements**

**4.2.1 Feature Group Access**

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's local switching center via the Customer's tandem provider or via end office trucking, where available. Delivery of calls to, or acceptance of calls from, the Company's End User locations over Company-switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)**

**4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)**

**4.2.2 Manner of Provision**

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

**4.2.3 Call Types**

The following Switched Access Service call types are available:

- A. Originating FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

**4.2.4 Originating FG Access**

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)**

**4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)**

**4.2.5 Originating 800 FG Access**

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

**4.2.6 Terminating FG Access**

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

**4.3 Reports and Testing**

**4.3.1 Design Layout Report:** At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

**4.3.2 Acceptance Testing:** At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, DC continuity, operational signaling and/or Framing/Line-Coding, Bit Errors, Frame Errors, Slips, CRC Errors, Signal Frequency.

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**SWITCHED ACCESS PROVIDER SERVICES TARIFF**

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**SECTION 5 - SWITCHED ACCESS RATES**

**5.1 General**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**

**5.2 Rate Categories**

- 5.2.1 The Company provides originating and terminating switched access service through a single blended rate based on aggregate traffic volumes from the following cost categories:

Carrier Common Line

The Carrier Common Line cost category establishes the charges related to the use of Company-provided end user common lines by customers and end users for interstate access.

End Office

The End Office cost category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

Switched Transport

The Switched Transport cost category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**

**5.2 Rate Categories, (Cont'd.)**

**5.2.2 Toll-Free 8XX Data Base Query**

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

**5.2.3 Optional Features**

Other optional features may be available on an Individual Case Basis (ICB).

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**

**5.3 Billing of Access Minutes**

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges

5.4.1 Blended Carrier Switched Access

	<u>Rate per minute</u>
Originating	\$0.06
Terminating	\$0.06

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SWITCHED ACCESS PROVIDER SERVICES TARIFF

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges, (Cont'd.)

5.4.3 Toll-Free 8XX Data Base Query

Per query \$0.0054

5.4.4 Switched Access Optional Features

*All Optional Features are offered on an Individual Case Basis (ICB).*

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**CERTIFICATE OF SERVICE**

I hereby certify that on this 19<sup>TH</sup> day of November, 2001, I caused to be served a copy of the foregoing application upon the following, by first class mail, postage prepaid, or equivalent service:

Office of Consumer Advocate  
555 Walnut Street  
5<sup>th</sup> 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 the Attorney General  
Office of Consumer Protection  
Strawberry Square, 14<sup>th</sup> Floor  
Harrisburg, PA 17120

A copy of the foregoing Competitive Local Exchange Carrier application has been served on the following Incumbent Local Exchange Carrier(s) as well:

Ms. Julia A. Conover, Esquire  
Bell Atlantic - Pennsylvania, Inc.  
1717 Arch Street, 32nd Floor  
Philadelphia, Pennsylvania 19103

Mr. John Dudley  
Director of External Affairs  
GTE - Pennsylvania  
212 Lotus Street, Suite 600  
Harrisburg, Pennsylvania 17108

  
Lee Simpson, Technologies Management, Inc.