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February 27, 2015

**VIA OVERNIGHT DELIVERY**

Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

Re: BCM One, Inc. f/k/a McGraw Communications, Inc.  
Original Docket No. A-311160F0002

Dear Sir/Madam:

Please be advised that McGraw Communications, Inc. has changed its name to BCM One, Inc. Enclosed please find for filing an original and two (2) copies of BCM One, Inc.'s PA PUC Tariffs No. 2 and 3 along with three (3) copies of the company's Amended Certificate of Authority from the Department of State.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Respectfully submitted,



Lance J.M. Steinhart  
Lance J.M. Steinhart, P.C.  
Attorneys for BCM One, Inc. f/k/a  
McGraw Communications, Inc.

Enclosures  
cc: Sadia Mendez

**RECEIVED**

FEB 27 2015

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS  
401 NORTH STREET, ROOM 206  
P.O. BOX 8722  
HARRISBURG, PA 17105-8722  
WWW.CORPORATIONS.STATE.PA.US/CORP

BCM One, Inc.

THE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 3033222

Mendez, Sadia  
521 Fifth Avenue / 14th Floor  
New York, NY 10175

PENNSYLVANIA DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Application for Amended Certificate of Authority

Foreign Corporation

(15 Pa.C.S.)

- Foreign Business Corporation (§ 4124)  
 Foreign Nonprofit Corporation (§ 6124)

Name: Sadia Mendez  
Address: 521 Fifth Avenue, 14th Floor  
City: New York State: NY Zip Code: 10175

Document will be returned to the  
Commonwealth of Pennsylvania  
AMENDED CERT. OF AUTHORITY--BUSINESS Foreign 3 Page(s)



Fee: \$250

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations), the undersigned foreign corporation, desiring to receive an amended certificate of authority, hereby states that:

1. The name under which the corporation currently holds a certificate of authority to do business within the Commonwealth of Pennsylvania is:  
McGraw Communications, Inc.

2. The name of the jurisdiction under the laws of which the corporation is incorporated is:  
New York

3. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:  
521 FIFTH AVENUE, 14th FLOOR New York, NY 10175  
Number and Street City State Zip

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

(a) Number and Street	City	State	Zip	County
(b) Name of Commercial Registered Office Provider				County
c/o: <u>Incorp Services, Inc.</u>				<u>Dauphin</u>

Check if applicable:  
 The foregoing reflects a change in Pennsylvania registered office.

PA DEPT. OF STATE

FEB 05 2015

5. The corporation desires that its certificate of authority be amended to change or correct the following information:

Change in the name of the corporation from  
McGraw Communications, Inc. to BCM One, Inc.

The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

6. If the amendment set forth in Paragraph 5 reflects a change in the name of the corporation to one not available for use in this Commonwealth, complete the following:

The fictitious name which the corporation adopts for use in transacting business in this Commonwealth is:

The corporation shall do business in Pennsylvania only under such fictitious name pursuant to the attached resolution of the board of directors under the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) and the attached form DSCB:54-311 (Application for Registration of Fictitious Name).

7. If the amendment set forth in Paragraph 5 reflects a change in the name of the corporation, check one of the following:

The change of name reflects a change effected in the jurisdiction of incorporation

Documents complying with the applicable provisions of 15 Pa.C.S. § 4123(b) or 6123(b) (relating to exception; name) accompany this application.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for an Amended Certificate of Authority to be signed by a duly authorized officer thereof this

4 day of 12, 2014

BCM One, Inc.

Name of Corporation

[Signature]

Signature

Officer / President

Title

**RECEIVED**

FEB 27 2015

BCM ONE, INC.

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**REGULATIONS AND SCHEDULE OF CHARGES**  
**APPLICABLE TO THE RESOLD AND FACILITIES-BASED PROVISION OF**  
**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**  
**IN THE COMMONWEALTH OF PENNSYLVANIA**

This tariff contains the descriptions, regulations, and schedule of rates and charges applicable to the furnishing of resold and facilities-based residential and business service for Telecommunications Services furnished by BCM One, Inc. (Company). The Company will mirror the local exchange calling areas and exchange area boundaries as stated in the tariffs of Verizon Pennsylvania, Inc. Telephone Pa. P.U.C. No. 180A, 182, 182A, 185B and 185C, Verizon North Telephone Pa. P.U.C. No. 1, 3, 5 and 6 and Sprint/United Telephone Company of Pennsylvania Telephone Pa. P.U.C. No. 27. Local exchange calling areas and rate classes are listed in Section 10 of this tariff.

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S., the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Issued: March 3, 2015  
Issued by:

Francis X. Ahearn, CEO  
BCM One, Inc.  
521 5<sup>th</sup> Ave., 14<sup>th</sup> Floor  
New York, New York 10175

Effective: March 4, 2015

**CHANGE SHEET**

List of Changes made by this Supplement

<u>Page Number</u>	<u>Revision</u>	<u>Page Number</u>	<u>Revision</u>	<u>Page Number</u>	<u>Revision</u>	<u>Page Number</u>	<u>Revision</u>	<u>Page Number</u>	<u>Revision</u>
1	Original	26	Original	51	Original	76	Original	101	Original
2	Original	27	Original	52	Original	77	Original	102	Original
3	Original	28	Original	53	Original	78	Original	103	Original
4	Original	29	Original	54	Original	79	Original	104	Original
5	Original	30	Original	55	Original	80	Original	105	Original
6	Original	31	Original	56	Original	81	Original	106	Original
7	Original	32	Original	57	Original	82	Original	107	Original
8	Original	33	Original	58	Original	83	Original	108	Original
9	Original	34	Original	59	Original	84	Original	109	Original
10	Original	35	Original	60	Original	85	Original	110	Original
11	Original	36	Original	61	Original	86	Original	111	Original
12	Original	37	Original	62	Original	87	Original		
13	Original	38	Original	63	Original	88	Original		
14	Original	39	Original	64	Original	89	Original		
15	Original	40	Original	65	Original	90	Original		
16	Original	41	Original	66	Original	91	Original		
17	Original	42	Original	67	Original	92	Original		
18	Original	43	Original	68	Original	93	Original		
19	Original	44	Original	69	Original	94	Original		
20	Original	45	Original	70	Original	95	Original		
21	Original	46	Original	71	Original	96	Original		
22	Original	47	Original	72	Original	97	Original		
23	Original	48	Original	73	Original	98	Original		
24	Original	49	Original	74	Original	99	Original		
25	Original	50	Original	75	Original	100	Original		

Issued: March 3, 2015  
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Issued: March 3, 2015  
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New York, New York 10175

Effective: March 4, 2015

**EXPLANATION OF SYMBOLS**

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

- (C) To signify change.
- (D) To signify decrease in rate.
- (I) To signify increase in rate.

Issued: March 3, 2015  
Issued by:

Francis X. Ahearn, CEO  
BCM One, Inc.  
521 5<sup>th</sup> Ave., 14<sup>th</sup> Floor  
New York, New York 10175

Effective: March 4, 2015



**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by BCM One, Inc. to customers within the Commonwealth of Pennsylvania. BCM One, Inc., will mirror the local exchange calling areas and exchange area boundaries as stated in the tariffs of Verizon Pennsylvania, Inc. Telephone Pa. P.U.C. No. 180A, 182, 182A, 185B and 185C, Verizon North Telephone Pa. P.U.C. No. 1, 3, 5 and 6 and Sprint/United Telephone Company of Pennsylvania Telephone Pa. P.U.C. No. 27a. *Local exchange calling areas are listed in Section 10 of this tariff.*

Issued: March 3, 2015  
Issued by:

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521 5<sup>th</sup> Ave., 14<sup>th</sup> Floor  
New York, New York 10175

Effective: March 4, 2015

---

**SECTION 1.0 - DEFINITIONS**

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

**Access Line** - An arrangement which connects the Customer's location to a carrier's switching center or point of presence.

**Account Codes** - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

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

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Business** - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

**Commission** - Pennsylvania Public Utility Commission.

**Company or Carrier** - BCM One, Inc., unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**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.

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

**End User** - Any person, firm, corporation, partnership or other entity, which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

**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.

Issued: March 3, 2015

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---

**SECTION 1.0 – DEFINITIONS**

**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.

**LATA** - A *Local Access and Transport Area established pursuant to the Modification of Final Judgement 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.*

**LEC** - Local Exchange Company

**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.

**Other Telephone Company** - An Exchange Telephone Company, other than the Company.

**PBX** - *Private Branch Exchange*

**Premises** - A building or buildings on contiguous property.

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

**Residence or Residential** - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

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**SECTION 1.0 - DEFINITIONS**

**Service commencement Date** - The first day following the date on which the Company notifies the Customer that the requested service 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 and 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.

**Service Order** - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of an 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.

**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 provider under this tariff.

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

*The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the Commonwealth of Pennsylvania, and terminating within a local calling area as defined herein.*

The Company is responsible under this tariff only for 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**

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

---

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

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

**2.1.3 Terms and Conditions**

- (A) Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
- (C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon proper notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by *their nature extend beyond the termination of the term of the service order shall survive such termination.*
- (D) *Service may be terminated upon written notice to the Customer if:*
  - (1) the Customer is using the service in violation of this tariff; or
  - (2) the Customer is using the service in violation of the law. See Section 2.9.
- (E) Company complies with the requirements of Chapter 64 in Title 52 regarding billing standards and practices for residential customers. In instances where sections of this tariff may conflict with Chapter 64 regulations, the regulations in Chapter 64 will prevail.

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

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) 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 jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability**

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



---

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability (Cont'd.)**

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

---

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability (Cont'd.)****(D) (cont'd)**

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- (7) Reserved for future use;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any non-completion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

---

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability (Cont'd.)**

- (E) The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere.
- (F) *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.*
- (G) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- (H) With respect to Emergency Number 911 Service
  - (1) 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.
  - (2) 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.

Issued: March 3, 2015  
Issued by:

Francis X. Ahearn, CEO  
BCM One, Inc.  
521 5<sup>th</sup> Ave., 14<sup>th</sup> Floor  
New York, New York 10175

Effective: March 4, 2015

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability (Cont'd.)****(H) (Cont'd)**

- (3) 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.

**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.

---

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

- (A) 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.
- (B) 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 by the Customer.
- (C) 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 equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) 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:
  - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment; or
  - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the 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 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.

**2.1.8 Special Construction**

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

- (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) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company, (Cont'd.)****2.1.9 Ownership of Facilities**

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

**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 the Pennsylvania Public Utility Commission's regulations, policies, orders, and decisions.

**2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

**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 - RULES AND REGULATIONS (CONT'D)****2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) 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 gross negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed 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;
- (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 Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the 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.



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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.3 Obligations of the Customer****2.3.1 General (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 an Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer 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;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) 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 - RULES AND REGULATIONS (CONT'D)****2.3 Obligations of the Customer (Cont'd.)****2.3.2 Liability of the Customer**

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent to intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**SECTION 2.0 - RULES AND 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 designated 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**

- (A) Terminal equipment of 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 MPOP.
- (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 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, subject to prior Customer approval of the equipment expense.

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

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Pennsylvania Public Utility Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications 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.
- (D) 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.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.4 Customer Equipment and Channels (Cont'd.)****2.4.4 Inspections**

- (A) 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.
- (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.*
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.5 Customer Deposits and Advance Payments****2.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest.

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.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.5 Customer Deposits and Advance Payments (Cont'd.)****2.5.2 Deposits**

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with 52 PA Code 64. The Company's credit and deposit policies will be equitable and non-discriminatory throughout its service area without regard to the economic character of the area or any part thereof. The Company will inform a Customer, in writing, of the reasons for a deposit request and the process by which a customer can receive service without the posting of a deposit. The deposit will not exceed an amount equal to two twelfths of the estimated charge for the service for existing residential customers in the Company's exchange during the immediately preceding twelve month period.
- (B) Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company in accordance with 52 PA Code 64.
- (C) Deposits for business and residential customers will accrue interest annually at the rate of the average of 1-year U.S. Treasury Bills for the months of September, October, and November of the previous year.
- (D) The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.
- (E) When a Customer's service or facility is discontinued, deposits will be returned in accordance with Commission regulations in 52 PA Code 64.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.6 Payment Arrangements****2.6.1 Payment for Services**

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

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Pennsylvania Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Pennsylvania, or both, and are charged to a subscriber's telephone number or account in Pennsylvania.

**2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company. 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 this tariff may conflict with Chapter 64 regulations, the regulations in Chapter 64 will prevail.

- (A) Non-recurring charges are due and payable within twenty-one (21) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within twenty-one (21) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the billing period, or end of the last day of the billing period, 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 thirty (30) days.



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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.6 Payment Arrangements (Cont'd.)****2.6.2 Billing and Collection of Charges (Cont'd.)**

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company within 21 days of receipt of this bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month on unpaid balance for business customers and 1.25% per month on the unpaid balance for residential customers, shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) The Customer should notify the Company of any disputed items on an invoice within thirty (30) 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 an informal complaint with the Bureau of Consumer Services at the Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, Pennsylvania 17105-3265, Phone: 1-800-782-1110, Fax: 717-787-6641, *in accordance with the Commission's rules of procedure. The Bureau of Consumer Services shall have primary jurisdiction over all complaints arising under Chapter 64 of 52 PA Code. The address, phone and fax of the Company is as follows:*
- BCM One, Inc.  
521 5<sup>th</sup> Ave., 14<sup>th</sup> Floor  
New York, New York 10175  
Phone: (212) 849-2223  
Fax: (212) 849-2283  
(888) 543-2000
- (G) If service is disconnected by the Company, in accordance with Subchapter D of 52 Pa. Code (§§64.61 – 64.75), and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.6 Payment Arrangements (Cont'd.)****2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service, in accordance with Subchapter D of 52 Pa. Code (§§64.61 – 64.75), for the following reasons provided in this Section 2.6.3.

- (A) Prior to termination of service, the Company will mail or deliver written notice to the customer at least ten (10) days prior to the date of the proposed termination. Termination of service by the Company to a residential customer should follow a two step process, whereby the Company shall mail or deliver written notice to the customer at least seven (7) days prior to the date of proposed suspension regardless upon which suspension is sought. When at least 10 days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension due to any of the following reasons: (1) failure to make satisfactory arrangements to pay arrearages; (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 of practice will cease.
- (B) 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.
- (C) Reserved for future use.
- (D) Reserved for future use.
- (E) Reserved for future use.
- (F) Reserved for future use.

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**SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)****2.6 Payment Arrangements, (Continued)****2.6.4 Notice to Company for Cancellation of Service**

A Customer who wishes to have service discontinued must provide at least five days oral or written notice to the Company for discontinuance of service.

**2.6.5 Cancellation of Application for Service**

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) 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.
- (C) 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, less net salvage, may apply. 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.
- (D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

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**SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)****2.6 Payment Arrangements, (Continued)****2.6.6 Changes in Services 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.

**2.6.7 Bad Check Charge**

A service charge equal to \$20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.7 Allowances for Interruptions in Service****2.7.1 General**

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****2.7 Allowances for Interruptions in Service, (Continued)****2.7.1 General (Continued)**

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) 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.

**2.7.2 Limitations of Allowances**

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

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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**SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)****2.7 Allowances for Interruptions in Service, (Continued)****2.7.2 Limitations of Allowances (Cont'd)**

- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider:
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

**2.7.3 Use of Another Means of Communications**

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

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**SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)****2.7 Allowances for Interruption in Service, (Continued)****2.7.4 Application of Credits for Interruptions in Service**

(A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro 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.

(B) For calculating credit allowances, every month is considered to have thirty (30) days.

**(C) Interruptions Over 24 Hours and Less Than 72 Hours**

Credit for service interrupted for over 24 hours and less than 72 hours must be 1/30 of monthly rate or more for each of the first three 24 hour periods.

**(D) Interruptions Over 72 Hours**

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

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**SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)****2.7 Allowances for Interruption in Service, (Continued)****2.7.5 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 or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) 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;
- (F) *interruption of service due to circumstances or causes beyond the reasonable control of Company; and*
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

**2.7.6 Reserved for future use.**

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****2.8 Cancellation of Service/Termination Liability**

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

**2.8.1 Termination Liability**

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

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

**2.9 Reserved for Future Use.****2.10 Reserved for Future Use.****2.11 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 to a) 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 c) pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****2.12 Notices and Communications**

- 2.12.2** 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 Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.3** 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 Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.4** Except as otherwise stated in this tariff, 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.
- 2.12.5** 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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**SECTION 3.0 - SERVICE AREAS****3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas, as listed in Section 10, currently served by the following Incumbent LECs: 1) Verizon Pennsylvania, Inc. (Verizon); 2) Verizon North; and 3) United Telephone Company of Pennsylvania (Sprint).

**3.2 Rate Groups**

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the Pennsylvania Public Utility Commission reclassifies an exchange from one Rate Group to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and Rate Class assignments are equivalent to those areas and groups specified in Verizon's PA P.U.C. Tariff No. 180A.

**Rate Groups**

A3  
A4  
D3  
D4  
F3  
F4

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**SECTION 4.0 – SERVICE CHARGES AND SURCHARGES**

**4.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service.

	<u>Residence</u>	<u>Business</u>
Line Connection Charge		
First Line	\$40.00	\$75.00
Each Additional Line	\$40.00	\$75.00
Line Change Charge		
First Line	\$20.00	\$20.00
Each Additional Line	\$20.00	\$20.00

**4.2 Maintenance Visit Charges**

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer’s premises to perform work necessary for resolving troubles reported by the Customer when the trouble is found to be caused by the Customer’s facilities.

Maintenance Visit Charges will be credited to the Customer’s account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

<u>Duration of time, per technician</u>	<u>Residential</u>	<u>Business</u>
Initial 15 minute increment	\$26.00	\$26.00
Each Additional 15 minute increment	\$15.00	\$15.00

**4.3 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Residence</u>	<u>Business</u>
Per occasion	\$25.00	\$40.00

**4.4** Customers will have the option of having access to telephone message services, such as 900/976 and Toll calling, blocked. Calling blocking 900/976 and Toll Denial Services for new customers and for the usage in the first instance will be offered free of charge. The customer will be informed of this provision at the time of their initial sign up.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS****5.1 General****5.1.1 Services Offered**

The following Network Services are available to residence/business Customers and for resale by other carriers certificated by the Pennsylvania Public Utility Commission:

Standard Residence Line Service  
Standard Business Line Service  
PBX Trunk Service  
Direct Inward Dial (DID) Service  
Optional Calling Features

The following services are available to residence/business Customers and are not offered on a resale basis as of the effective date of this page.

Listing Services (including Non Published and Non Listed Services)  
Directory Assistance  
Miscellaneous Services

**5.1.2 Application of Rates and Charges**

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business or Residence lines, PBX Trunks, DID Trunks and Digital/DS1 service.

**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS, (CONT'D)****5.1 General (Continued)****5.1.3 9-1-1/Emergency Services**

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

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

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

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

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

**5.1.4 Regulations**

- A. The Telephone Company will comply with the Protocols as set forth in, and in the form of, Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Verizon Pennsylvania, Inc. for a Declaratory Order (MSAG); Docket No. P-00971203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998.
- B. The Telephone Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.
- C. The Telephone Company's liability and insurance provisions are fully stated in Pa. P.U.C. No. 2, Section 2.

**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

- D. Cases of Service interruptions affecting public health and safety shall receive priority attention under

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any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.

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

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**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.2 Call Timing for Usage Sensitive Services**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 5.2.1 Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit.
- 5.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 5.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5 All times refer to local time.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.3 Distance Calculations**

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

**5.3.1** Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is not telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

**5.3.2** The airline distance between any two-rate centers is determined as follows:

Step 1: Obtain the V (vertical) and H (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

Step 2: Computer the difference between the V coordinate of the two rate centers; and the difference between the two H coordinates.

Step 3: Square each difference obtained in step (b) above.

Step 4: Add the square of the V difference and the square of the H difference obtained in step (C) above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

**5.3.3** The formula for distance calculations is:

Formula:

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

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.4 Rate Periods for Time of Day Sensitive Services**

**5.4.1** For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff.

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

\* Up to, but not including

**5.4.2** Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

**5.4.3** For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

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**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.5 Standard Residence Line**

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

**5.6 Standard Business Line**

The Standard Business Line 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. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

**5.7 PBX Trunk Service**

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

**5.8 Direct Inward Dialing (DID) Service**

Direct Inward Dialing (DID) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

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**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.9 Optional Calling Features**

The features listed in Section 5.9.1 are offered by the Company to Residential and Business Customers. Refer to Price List in Section 7 of this tariff for specific features offered with each type of local exchange service.

**5.9.1 Features Descriptions**

- (A) **Flexible Call Forwarding:** Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of calls unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other capabilities included with this feature include:

Speed Forwarding;  
Priority Screening;  
Ring Control; and  
Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

- (B) **Call Forwarding Variable:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (C) **Call Forwarding Variable, Remote Access:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

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**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.9 Optional Calling Features, (continued)****5.9.1 Feature Descriptions, (continued)**

- (D) Call Forwarding Don't Answer:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (E) Call Forwarding Busy Line:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- (F) Call Forwarding Busy Line & Don't Answer w/Customer Control:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (G) Call Waiting:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activate by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- (H) Caller ID:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.9 Optional Calling Features, (continued)****5.9.1 Feature Descriptions, (continued)**

- (I) **Caller ID Name & Number:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. *In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.*
- (J) **Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code.
- (K) **Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the features screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the features screening list.
- (L) **Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

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**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.9 Optional Calling Features, (continued)****5.9.1 Feature Descriptions, (continued)**

**(M) Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

**(N) Distinctive Ringing:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing First Number and Distinctive Ringing Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive *distinctive ringing patterns*. *The pattern is based on the telephone number that the calling party dials.*

**(O) Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.

**(P) Repeat Dialing:** Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

Calls to 800 Service numbers  
Calls to 900 Service numbers  
Calls preceded by an interexchange carrier access code  
International Direct Distance Dialed calls  
Calls to Directory Assistance  
Calls to 911

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**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.9 Optional Calling Features, (continued)****5.9.1 Feature Descriptions, (continued)**

- (Q) **Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.
- (R) **Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.
- (S) **Ultra Forward® Service:** Ultra Forward Service combines Call Forwarding Variable with remote access capability. In addition to the current Call Forwarding Variable feature access method, Ultra Forward Service provides customers access from any touch-tone or tone-signaling-capable telephone. The customer will dial a Remote Access Directory Number (RADN) and then be guided by voice prompts to enter required information, including a Personal Identification Number (PIN). Calls forwarded by this feature may be subject to local or toll charges as appropriate. Ultra Forward Service is only offered on a monthly subscription basis. Ultra Forward is a Remote Change Service.
- (T) **Home Intercom:** Home Intercom allows telephone extensions sharing the same telephone number to be used as an intercom system. This service permits the user to signal other extensions sharing the same telephone number by dialing the telephone number associated with the residence customer's access line. When a Home Intercom call is initiated, all extensions ring with a distinctive ringing pattern. Home Intercom functions on Touch-Tone or dial pulse equipped access lines and will be provided to individual line residence customers by monthly subscription only.
- (U) **Intercom Extra® Service:** Intercom Extra Service provides the following capabilities in addition to the Home Intercom feature: a) Intercom Code Dialing which permits the user to initiate intercom calls by dialing one of two available activation codes for a distinctive ringing pattern instead of dialing the telephone number of the user's access line; b) Selective Call Transfer which permits the user to transfer an outside call to an extension by dialing one of the two activation codes provided with Intercom Code Dialing for distinctive ringing; c) Call Hold which permits the user to place an outside call on hold by dialing an activation code, hang up the telephone to consult privately with other household members or to continue the call from



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**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.9 Optional Calling Features, (continued)****5.9.1 Feature Descriptions, (continued)**

**Intercom Extra® Service (continued)** another extension; d) Three-Way Calling capability (same as the Three-Way Calling feature description in R. preceding). Intercom Extra Service will be provided to individual line residence customers by monthly subscription only.

**(V) Distinctive Ring Service:** Distinctive Ring Service enables an individual line subscriber to have up to two telephone numbers (referred to as “Dependent” numbers) assigned to one dial tone line in addition to the main number (referred to as the “Master” number). Each number when dialed will result in a distinctive ring which facilitates the ability of the customer to determine which number is being called. Where facilities permit, a distinctive Call Waiting tone for each telephone number will be provided for customers who subscribe to Distinctive Ring Service and Call Waiting. Distinctive Ring Service is associated with incoming calls only and does not provide a separate dial tone line to place outgoing calls. Distinctive Ring Service is only offered on a monthly subscription basis.

**(W) Return Call (\*69):** This service allows a customer to return the most recent incoming call and hear an announcement of the last telephone number that called. To activate Return Call (\*69), the customer dials a code, then hears an announcement of the telephone number of the last party that called. If the customer wishes to return the call right away, voice prompts will instruct the customer to dial a certain digit and the call will automatically be returned.

If the called line is found to be busy, a 30-minute queuing process begins. The customer is then given an indication that the network will attempt to set up the call when the called line is idle. The network periodically tests the busy/idle status of the called line until both lines are found idle or the queuing process expires.

If a caller uses per call or line blocking, a called party who activates Return Call (\*69) will not receive the voiceback of the calling party’s telephone number and will not be able to return the call through the use of Return Call (\*69) Service.

A Return Call (\*69) activation is considered complete and billable after the feature is activated by dialing the first code, regardless of whether or not the call is returned, except in cases where the calling number is not available from the network (e.g., calls from areas not equipped to provide this service) or the originating caller is using per call or line blocking.

*All telephone numbers, including Non-Published and Non-Listed telephone numbers will be announced to a Return Call (\*69) user unless blocked on the originating end.*

Customers can either pay per use so that a separate charge applies to each activation of this service; or subscribe to the service and incur a monthly charge for unlimited use.

**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

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**5.9 Optional Calling Features, (continued)****5.9.1 Feature Descriptions, (continued)**

**(X) Priority Call:** This service provides one distinctive audible signal to the called customer when a call from one of up to six prespecified telephone numbers. Through an interactive dialing sequence, the customer creates a screening list of up to six telephone numbers in the switching machines. This list can only be created from and for telephone numbers located in appropriately equipped offices. When a call arrives from one of the prespecified telephone numbers, the Priority Call rings distinctively. If the called customer subscribes to Call Waiting, and the call arrives while the line is busy, the Call Waiting tone has a distinctive pattern. For calls from a dial tone line with multiline hunting, the distinctive signal is only produced when the main telephone number has been entered in the screening list.

Customers can either incur a daily usage charge that applies for each day the Priority Call list is active; or subscribe to the service and incur a monthly charge for unlimited use.

**(Y) Select Forward:** This service allows the customer to select a maximum of six telephone numbers for forwarding. The customer activates this service by dialing a code to create a screening list via an interactive dialing sequence. This list can only be created from and for telephone numbers located in appropriately equipped offices. Only calls from those telephone numbers in the screening list may be forwarded to the designated telephone number.

For calls from a line within multiline hunting, the call is selectively forwarded only where the main telephone number has been entered in the screening list.

Customers can either incur a daily usage charge that applies for each day the list is active, or subscribe to the service and incur a monthly charge for unlimited use.

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

- a. **Per-Call Blocking:** To activate per-call blocking, a customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per-call blocking, and it is provided on an unlimited basis. Per-call blocking is available to all customers in the following service territories: Verizon Pennsylvania, Inc., Verizon North and Sprint/United Telephone Company.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.9 Optional Calling Features, (continued)****5.9.1 Feature Descriptions, (continued)**

- b. **Line Blocking:** Line Blocking must be added to a customer's line by contacting the Telephone Company's business office and having a service order issued. All calls are automatically blocked when a customer subscribes to line blocking unless the blocking feature is deactivated.

If a customer subscribes to line blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only.

As a facilities permit, a line blocking customer will be provided with a separate code to deactivate blocking, which is different from the per-call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate line blocking will be the same. Line Blocking is available to all customers in the following service territories: Verizon Pennsylvania, Inc., Verizon North and Sprint/United Telephone Company.

Line Blocking is provided without charge, except as discussed in Rate Section 7.7.2 of this Tariff.

Customers who use either per-call blocking or line blocking may be unable to complete calls to Caller ID/Caller ID With Name subscribers who have activated the Anonymous Call Rejection feature of Caller ID/Caller ID With Name. If a customer using blocking calls a Caller ID/Caller ID With Name subscriber who has activated Anonymous Call Rejection, he/she will hear an announcement that the Caller ID/Caller ID With Name subscriber is not accepting blocked calls. There are several ways to complete a call to a Caller ID/Caller ID With Name subscriber who has activated Anonymous Call Rejection: (1) place the call through a Verizon operator; (2) place the call on the Verizon network using a Verizon telephone calling card; (3) place the call without blocking. Options (1) and (2) involve charges in addition to the cost of the call.

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**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.10 Directory Assistance**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance. Residential customers are entitled to two free directory assistance calls per month.

**5.11 Miscellaneous Services****5.11.1 Pay Per Call Blocking/Unblocking**

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

**5.11.2 Presubscription Services**

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer. See Section 11.

**SECTION 6.0 – PENNSYLVANIA RELAY SERVICE**

**6.1 General**

The Pennsylvania Telecommunications Relay Service (PA TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the Commonwealth. The service permits telephone communication between individuals with hearing and/or 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. Tariff PA PUC #13.

**6.2 Surcharge**

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 this Company. This surcharge applies regardless of whether or not the access line uses the Pennsylvania Telecommunications Relay Service.

This surcharge serves as the funding vehicle for the operation of 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 local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing with July 1, of each year.

The Commission may revise the surcharge more frequently than annually at its discretion. Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

The following surcharge rates apply to all bills issued on or after July 1, 2006: (C)

	<u>Monthly Rate</u>	
Per residence access line per month	\$0.08	(I)
Per business access line per month	\$0.09	(D)

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

**6.3 Rates**

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

The rates for either option will not exceed those that would apply to identical calls for non-TRS users of coin-sent-paid service.

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST****7.1 General**

Local Exchange Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies and/or the facilities of the Company.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Pennsylvania Public Utility Commission. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof.

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST, (CONTINUED)****7.2 Standard Residence Local Exchange Service**

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.2 Standard Residence Local Exchange Service (Continued)**

**7.2.1 Monthly Recurring Charges**

The following charges apply to Standard Residence Local Exchange Service lines per month. Rates and charges include Touch-tone Service. No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area. The rates and charges below apply to service provided on a month-to-month basis.

Pennsylvania Exchanges Rate Groups	Service Type			
	Local Area Standard	Local Area Unlimited	Extended Area Unlimited	Metropolitan Area
Rate Group A-3	\$7.88	\$9.08	\$11.28	\$40.00
Rate Group A-4	\$8.28	\$9.48	\$13.13	\$40.00
Rate Group D-3	\$7.88	\$10.48	\$12.73	\$40.00
Rate Group D-4	\$8.28	\$10.88	\$13.13	\$40.00
Rate Group F-3	\$7.88	\$12.13	\$14.48	\$40.00
Rate Group F-4	\$8.28	\$12.53	\$14.88	\$40.00

Philadelphia Exchanges Rate Groups	Service Type			
	Budget Usage	Local Area Standard	Local Area Unlimited	Metropolitan Area
Rate Group 1	\$4.58	\$7.18	\$13.43	\$25.58
Rate Group 2	\$4.88	\$7.48	\$13.73	\$25.88
Rate Group 3	\$5.28	\$7.88	\$12.13	\$31.28

Pittsburgh Exchanges Rate Groups	Service Type			
	Budget Usage	Local Area Standard	Local Area Unlimited	Metropolitan Area
Rate Group 1	\$4.58	\$7.18	\$13.43	\$25.58
Rate Group 2	\$4.88	\$7.48	\$13.73	\$25.88
Rate Group 3	\$5.28	\$7.88	\$12.13	\$31.28



**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.2 Standard Residence Local Exchange Service (Continued)**

**7.2.2 Usage Sensitive Charges and Allowances**

**(A) Measured Service**

Customers subscribing to Measured Service will be charged a per call charge in addition to the monthly recurring charge. Per call charges will be applied to local calls placed from the Customer's line. Local usage will be billed in arrears. Local usage is billed on a per call basis.

Weekday Rate: Monday through Friday 8:00am to 10:00pm  
Per Message Rate \$0.07

Night & Weekend Rate: Monday through Friday 10:01pm to 7:59am and  
All day Saturday and Sunday  
Per Message Rate \$0.028

Budget Usage \$0.25 per call

**7.2.3 Non-Recurring Charges**

Non-recurring charges apply to each line installed for the Customer. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Residential lines are:

First Line	\$42.35
Each Additional Line	\$42.35

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**SECTION 7.0 – LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)****7.3 Standard Business Local Exchange Service**

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.3 Standard Business Local Exchange Service, (Continued)**

**7.3.1 Monthly Recurring Charges**

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

Pennsylvania Exchanges Rate Groups	Service Type			
	Local Area Standard	Local Area Valu-Pak	Local Area Unlimited	Extended Area Unlimited
Rate Group A-3 - Individual	\$22.13	\$24.43	\$25.93	\$30.23
Rate Group A-3 - Multiline	\$20.03	\$22.33	\$23.83	\$28.13
Rate Group A-4 - Individual	\$24.63	\$26.93	\$28.43	\$32.73
Rate Group A-4 - Multiline	\$22.53	\$24.83	\$26.33	\$30.63
Rate Group D-3 - Individual	\$22.13	\$29.03	\$30.23	\$34.48
Rate Group D-3 - Multiline	\$20.03	\$26.93	\$28.13	\$32.38
Rate Group D-4 - Individual	\$24.63	\$31.53	\$32.73	\$36.98
Rate Group D-4 - Multiline	\$22.53	\$29.43	\$30.63	\$34.88
Rate Group F-3 - Individual	\$22.13	\$29.03	\$34.43	\$38.73
Rate Group F-3 - Multiline	\$20.03	\$26.93	\$32.33	\$36.63
Rate Group F-4 - Individual	\$24.63	\$31.53	\$36.93	\$41.23
Rate Group F-4 - Multiline	\$22.53	\$29.43	\$34.83	\$39.13

Philadelphia Exchanges Rate Groups	Service Type		
	Local Area Standard	Local Area Valu-Pak	Local Area Unlimited
Rate Group 1 - Individual	\$17.13	\$28.63	N/A
Rate Group 1 - Multiline	\$15.03	\$26.53	N/A
Rate Group 2 - Individual	\$19.63	\$31.13	N/A
Rate Group 2 - Multiline	\$17.53	\$29.03	N/A
Rate Group 3 - Individual	\$22.13	\$33.63	\$38.73
Rate Group 3 - Multiline	\$20.03	\$31.53	\$36.63

Pittsburgh Exchanges Rate Groups	Service Type		
	Local Area Standard	Local Area Valu-Pak	Local Area Unlimited
Rate Group 1 - Individual	\$17.13	\$28.63	N/A
Rate Group 1 - Multiline	\$15.03	\$26.53	N/A
Rate Group 2 - Individual	\$19.63	\$31.13	N/A
Rate Group 2 - Multiline	\$17.53	\$29.03	N/A
Rate Group 3 - Individual	\$22.13	\$33.63	\$38.18
Rate Group 3 - Multiline	\$20.03	\$31.53	\$36.08

**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.3 Standard Business Local Exchange Service, (Continued)**

**7.3.2 Usage Sensitive Charges and Allowances**

**(A) Usage Charges**

Call Bands	All Day/Night 1 <sup>st</sup> Minute	All Day/Night Add'l Minute
Local & Call Band 1	\$0.03	\$0.03
Call Band 2	\$0.04	\$0.04
Call Band 3	\$0.05	\$0.05
Call Band 4	\$0.05	\$0.05
Call Band 5	\$0.05	\$0.05
Call Band 6	\$0.05	\$0.05

**(B) Usage Allowance**

Measured Service

Local Valu-Pak	\$24.00 per month
Local Standard	\$ 8.00 per month

**7.3.3 Non-Recurring Charges**

Non-recurring charges apply to each line installed for the Customer. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Business lines are:

First Line	\$75.00
Each Additional Line	\$75.00

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)****7.4 Business PBX Trunk Service**

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.5).

Monthly Charge for PBX trunk is \$56.50

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**SECTION 7.0 – LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.5 Direct Inward Dialing (DID) Service**

Direct Inward Dialing (DID) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer’s location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

*The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 7.5 of this tariff. The Customer will be charged for the number of DID numbers utilized out of the available 20 numbers.*

	Installation Charge	Monthly Recurring
Establish Trunk Group and Provide 1 <sup>st</sup> Block of 20 DID Numbers	\$15.00	\$5.60
Each Additional Block of 20 DID Numbers	\$0.00	\$5.60
DID Trunk Termination:	\$25.00	\$25.00
End User Port Charges, per trunk	\$0.00	\$0.70

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.6 Reserved For Future Use**

**7.7 Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

**7.7.1 Features Offered on a Usage Sensitive Basis**

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Residence	Business
Three-Way Calling	\$0.75	\$0.75
Call Return	\$0.75	\$0.75
Repeat Dialing	\$0.75	\$0.75
Call Trace	\$1.00	\$1.00

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)****7.7 Optional Calling Features, (Continued)****7.7.2 Features Offered on a Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

<b>Optional Calling Feature</b>	<b>Residence</b>	<b>Business</b>
Call Forwarding - Variable	\$2.30	\$2.69
Call Forwarding – Busy Line	\$2.00	\$2.00
Call Forwarding – Don't Answer	\$2.00	\$2.00
Call Forwarding – Busy Line & Don't Answer	\$2.00	\$2.00
Repeat Dialing	\$2.00	\$6.00
Distinctive Ringing	\$4.50	\$6.50
Caller ID – Standard	\$6.55	\$8.50
Caller ID – with Name	\$7.50	\$9.50
Call Block	\$4.04	\$6.06
Home Intercom	\$2.25	N/A
Intercom Extra	\$6.50	N/A
Call Waiting	\$4.59	\$7.65
Three-Way Calling	\$2.30	\$2.66
Speed Calling – 8 numbers	\$2.30	\$2.69
Speed Calling – 30 numbers	\$3.43	\$3.84
Priority Call	\$4.00	\$6.06
*69	\$4.00	\$6.00
Select Forward	\$4.04	\$6.06
Ultra Forward	\$5.00	\$7.00
Easy Voice (Voice Dialing)	\$3.75	N/A

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**SECTION 8.0 - DIRECTORY ASSISTANCE SERVICES****8.1 Directory Assistance Services****8.1.1 Directory Assistance**

A Directory Assistance charge applies per local directory assistance call. The Customer is allowed two (2) requests for Directory Assistance per call. Residential customers will be provided two (2) free Directory Assistance calls per month.

Each Local Directory Assistance Call	\$0.57
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**SECTION 9.0 – LIFELINE & LINK UP AMERICA SERVICE****9.1 Lifeline Service****9.1.1 Description:**

Lifeline Service is a Residence offering for low-income customers who qualify for this service in accordance with the following Regulations. Customers who qualify for Lifeline Service may also qualify for Link Up America Service.

**9.1.2 Regulations:**

Lifeline Service is available, in accordance with Commission Docket No. P-00971274, to qualified residence customers and is provided via a residence individual Dial Tone Line. Lifeline Service is limited to only one Service per qualified customer or household. A potential Lifeline customer who has an outstanding final bill for telephone service which is less than (4) years old must pay the entire balance for any Basic Service final bill before being eligible for Lifeline Service.

*Residence Lifeline Service consists of the following tariffed standard features and optional customer elected services at the applicable rates, charges and regulations for each feature and service provided:*

- (a) One-Party Residence Unlimited Service and Local Measured Service, if available.
- (b) Directory Listing (standard only).
- (c) Non-Published or Non-Listed Telephone Number Service.
- (d) Access to Directory Assistance Service.
- (e) Touch-Tone Calling Service.
- (f) Access to Message Toll Telephone Service and Optional Dial Station-To-Station Calling Plan Services. However, the Residence Lifeline Dial Tone Line will be blocked from dial station access to 976/556/900 and any other type of Audiotex Service.
- (g) Access to Operator Services.
- (h) Voluntary Toll Restriction Option.
- (i) Link Up America (if eligible).
- (j) Access to 800/888 Services.
- (k) Access to Call Trace.
- (l) Access to Alerting and Reporting Systems (9-1-1 dialing).
- (m) Access to Pennsylvania Telecommunications Relay Service.
- (n) Caller ID Per-call and Per-line Blocking
- (o) One optional vertical service\*

\* When a Lifeline customer subscribes to the BCM's or a private vendor's voice mail service as the optional vertical service, a second vertical service may be added if necessary to make the voice mail service function.

**SECTION 9.0 – LIFELINE & LINK UP AMERICA SERVICE****9.1 Lifeline Service (Cont'd)****9.1.2 Regulations (Cont'd)**

An applicant for Lifeline Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs, federal public housing and be able to provide proof of income which is at or below 150% of the annual United States Census Bureau Poverty Level Guidelines For All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of Lifeline Service participants will be conducted biennially by Company.

**Pennsylvania Department of Public Welfare Lifeline Service Programs**

- Temporary Assistance for Needy Families (TANF)
- General Assistance (GA)
- Supplemental Security Income (SSI)
- Medicaid
- Food Stamps
- Low Income Home Energy Assistance Program (LIHEAP)

The DPW Programs listed above must be certified by DPW. Such certification by DPW will be provided only when a DPW client requests Lifeline Service based on the client's status as a participant in any of the above eligibility programs. Certification by DPW will be limited to confirmation of the client's program status (i.e., participation or non-participation). Participation by DPW is subject to execution of an agreement with DPW and Company.

Lifeline Service will be provided to a customer only so long as such customer continues to meet the participation and certification guidelines above. At the time of initial establishment of Lifeline Service, the customer agrees to have his or her eligibility recertified as determined by BCM. When BCM is notified by the customer or determines through recertification that the Lifeline Service customer is no longer a participant in the DPW programs listed above or otherwise low-income eligible, the customer will be notified (by telephone or letter) that the Lifeline Service rate is no longer applicable. Within the stated customer notification period (10 working days from the date of the notification), the customer can contact BCM to negotiate new Dial Tone Service arrangements at applicable tariff rates (no connection charges will apply for existing services or options retained). If the customer does not contact the BCM by the end of the notification period, the Lifeline Service will be changed to applicable Exchange Area Dial Tone Line service at existing tariff rates (no connection charges will apply to existing services or options retained). Upon contacting the BCM, the customer will have ten (10) working days to complete the low-income certification or recertification process in order to retain Lifeline Service.

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**SECTION 9.0 – LIFELINE & LINK UP AMERICA SERVICE****9.1 Lifeline Service (Cont'd)****9.1.2 Regulations (Cont'd)**

A Lifeline Service customer may not subscribe to any other type of residence Local Exchange Service at the same or other premises. Lifeline Service will not be provided via Foreign Exchange or Foreign Central Office Service arrangements.

Only services listed above will be provided to Lifeline customers. All other premium services offered by the Company will not be available.

Lifeline Service customers are required to apply for the Link Up America benefit when applicable.

Customer requested temporary suspension of Lifeline Service is not permitted.

Lifeline Service does not apply to applicants who are full time students living in university or college controlled housing.

The applicant must not be a dependent for Federal Income Tax purposes, unless he or she is 60 years of age or older.

Lifeline customers are subject to all Residence service regulations in this and other tariffs of Company.

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

Resale of Lifeline Services are subject to wholesale rate obligations under Section 251(C)(4) of the Telecommunications Act of 1996.

All outstanding charges, account balances and service restrictions apply to existing customers who qualify for Lifeline Service. Service restrictions will remain until the arrearage(s) have been paid in full.

Any Lifeline customer who has a past due balance of Toll Charges will be treated with the appropriate Chapter 64 regulations. The Residence Toll Restoral Charge applies to Lifeline Customers who are suspended for non-payment and who subsequently pay their outstanding toll charges and request toll restoral. If a Lifeline customer is toll restricted for a second occurrence the Company may, at its discretion, place the Lifeline customer on permanent toll restriction.

Toll-Blocking and Toll-Control services will be provided at no charge to Lifeline Service subscribers, to the extent that they are offered.

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**SECTION 9.0 – LIFELINE & LINK UP AMERICA SERVICE****9.1 Lifeline Service (Cont'd)****9.1.3 Lifeline Service Dial Tone Line Monthly Rate**

Applicable Residence Dial Tone monthly rate minus \$1.75 (1).

Lifeline Service customers will be billed the applicable Subscriber Line Charge monthly rate and will be given credit for the same amount of the Subscriber Line Charge as prescribed by the Federal Communications Commission at Docket Nos. 00-256, 96-45, 98-77, 98-166, and 00-193 (2).

Lifeline Service is subject to all applicable state, local and federal taxes, and Surcharges, and to all applicable tariff rates, charges, surcharges and regulations.

**NOTE:**

- (1) The Dial Tone Line and Subscriber Line Charge monthly rate discounts will be reduced to the extent that application of the full discount would not result in rates that are less than zero.
- (2) \$4.35 for Interstate Pricecap Companies per FCC CALLS order (FCC 00-193) May 31, 2000.

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**SECTION 9.0 – LIFELINE & LINK UP AMERICA SERVICE****9.2 Link Up America Service****9.2.1 Description:**

Link Up America Service is a program designed to promote universal service by providing a discount on service connection charges for qualified low-income customers. NOTE: Customers who qualify for Link Up America Service may also qualify for Lifeline Service.

**9.2.2 Regulations:**

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 of age or older. Applicant must self-certify the requirement set out in (a).
- b) An applicant for Link Up America Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs, federal public housing, and be able to provide proof of income which is at or below 150% of the annual United States Census Bureau Poverty Level Guidelines For All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of Link Up America Service participants will be conducted biennially by the Company.

Pennsylvania Department of Public Welfare Link Up America Service Programs

- Temporary Assistance for Needy Families (TANF)
- General Assistance (GA)
- Supplemental Security Income (SSI)
- Medicaid
- Food Stamps
- Low Income Home Energy Assistance Program (LIHEAP)

The DPW Programs listed above must be certified by DPW. Such certification by DPW will be provided only when a DPW client requests Link Up America Service based on the client's status as a participant in any of the above eligibility programs. Certification by DPW will be limited to confirmation of the client's program status (i.e., participation or non-participation). Participation by DPW is subject to execution of an agreement with DPW and Company.

- c) The Link Up America discount is applicable to one access line (dial tone line) when applied to the installation or relocation of main service at a customer's principal residence.

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**SECTION 9.0 – LIFELINE & LINK UP AMERICA SERVICE****9.2.2 Regulations (cont'd)**

- d) Link Up America applicants are not exempt from Company deposit requirements.
- e) 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, credit will be applied to provide the Link Up America discount.
- f) The Link Up America discount does not apply to applicants who are full time students living in university or college controlled housing.

**9.2.3 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 tariff. 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 tariff.

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**SECTION 10.0 – EXCHANGE AREAS**

**10.1 Exchange Areas (URG=Usage Rate Group – Dial Tone Line Cell)**

EXCHANGE	URG	EXCHANGE	URG	EXCHANGE	URG
Alexandria	A-4	Aliquippa	D-4	Allentown	F-3
Altoona	D-4	Ambridge	D-3	Annville	D-4
Ashland	A-4	Austin	A-4	Avella	D-4
Avis	A-4	Avondale	F-4	Baden	D-3
Barnesboro	A-4	Bath	F-4	Beaver Falls	F-4
Bedminster	D-4	Bellefonte	D-4	Belle Vernon	D-4
Bellwood	D-4	Berwick	D-4	Bessemer	D-4
Bethlehem	F-3	Big Run	A-4	Black Lick	D-4
Blairsville	D-4	Bloomsburg	D-4	Boalsburg	D-4
Bolivar	A-4	Bradford	A-4	Brownsville	D-4
Buckingham	D-4	Burgettstown	A-4	Bushkill	D-4
California	A-4	Canonsburg	D-4	Carbondale	F-4
Carrolltown	A-4	Carversville	D-4	Catasaugua	F-3
Catawissa	D-4	Center Point	F-4	Centre Hall	D-4
Charleroi	D-4	Cherry Tree	A-4	Chester Springs	F-4
Clairton	D-3	Clarion	A-4	Claysville	D-4
Clearfield	D-4	Clymer	A-4	Coatesville	F-4
Collegeville	F-3	Connellsville	D-4	Coudersport	A-4
Cresco	F-4	Cresson	F-4	Curwensville	A-4
Danville	D-4	Dauphin	F-4	Dawson	A-4
Derry	D-4	Donora	D-4	Downington	F-3
Doylestown	D-3	Dublin	F-4	DuBois	A-4
Eagle	F-4	Easton	F-3	East Palestine	A-4
Ebensburg	F-4	Eldred	D-4	Elizabeth	D-4
Ellwood City	F-4	Elysburg	D-4	Endeavor	A-4
Exton	F-3	Fairchance	D-4	Farmington	D-4
Fayette City	A-4	Finleyville	D-4	Fleetwood	F-4
Frackville	D-4	Freeland	D-4	Frenchville	D-4
Galeton	A-4	Girardville	A-4	Glen Campbell	A-4
Glenmoore	F-4	Glenwillard	D-4	Green Lane	F-4
Greensburg	F-3	Greenville	A-4	Grove City	A-4
Halifax	F-4	Hamburg	F-4	Hamlin	F-4
Harleysville	F-3	Harrisburg	F-3	Hastings	A-4
Hawley	D-4	Hazleton	D-3	Hellertown	F-4
Herminie	D-4	Holidaysburg	D-4	Homer City	D-4
Honesdale	D-4	Honey Brook	D-4	Hookstown	F-4
Houtzdale	D-4	Hummelstown	F-4	Huntingdon	A-4
Imperial	D-4	Indiana	D-4	Jeannette	D-3
Jermyn	F-4	Jersey Shore	D-4	Jim Thorpe	D-4
Kane	A-4	Kemblesville	F-4	Kennett Square	F-3
Kingston	F-3	Kulpmont	A-3	Kutztown	F-4
Lake Ariel	F-4	Lake Como	A-4	Lancaster	F-3
Landenberg	F-4	Landisville	F-3	Lansdale	F-3
Latrobe	D-4	Lebanon	F-4	Leeper	A-4
Lehighton	A-4	Lenape	F-4	Lewistown	D-4
Ligonier	A-4	Line Lexington	F-3	Lock Haven	A-4
Lords Valley	F-4	Lowellville	F-4	Ludlow	A-4
Mahaffey	A-4	Mahanoy City	A-4	Marchand	A-4

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**SECTION 10.0 – EXCHANGE AREAS**

**10.1 Exchange Areas (Cont'd)**

EXCHANGE	URG	EXCHANGE	URG	EXCHANGE	URG
Marienville.	A-4	Marion Center	A-4	Masontown	D-4
McAdoo	D-4	McClellandton	D-4	McDonald	D-4
McMurray	F-3	McVeytown	A-4	Mechanicsburg	F-3
Mendenhall	F-4	Mercer	D-4	Middletown	F-4
Midland	D-4	Millersville	F-4	Milheim	F-4
Millville	A-4	Milton	D-4	Minersville	D-4
Monessen	D-3	Monongahela	D-4	Moosic	F-4
Morrisville	F-3	Mortonville	F-4	Moscow	D-4
Mountaintop	F-4	Mt. Carmel	A-4	Mt. Gretna	D-4
Mt. Jewett	D-4	Mt. Pleasant	F-4	Mt. Pocono	F-4
Mt. Union	A-4	Nanticoke	D-4	Nazareth	F-4
Nesquehoning	A-4	New Castle	D-4	New Florence	D-4
Newfoundland	D-4	New Hope	F-4	New Kensington	D-3
New Philadelphia	D-4	New Salem	D-4	Newtown	F-3
Northampton	F-4	Northumberland	D-4	North Wales	F-3
Numidia	A-4	Oakdale	D-4	Olyphant	F-3
Orwigsbur	D-4	Osceola Mills	D-4	Oxford	D-4
Palmyra	F-4	Paris	A-4	Parkesburg	D-4
Parkwood	A-4	Patton	D-4	Pennsburg	F-4
Perkasie	F-4	Perryopolis	D-4	Philipsburg	D-4
Phoenixville	F-3	Pittston	F-3	Plumsteadville	F-4
Plymouth	D-4	Point Marion	D-4	Portage	D-4
Port Allegany	A-4	Pottstown	F-3	Pottsville	D-3
Pughtown	F-4	Punxsutawney	A-4	Quakertown	F-4
Reading	F-3	Renovo	A-4	Republic	D-4
Rew	A-4	Reynoldsville	A-4	Riegelsville	F-4
Rochester	F-4	Roulette	A-4	Royersford	F-3
Russell	A-4	Saint Clair	D-4	Saxton	A-4
Schuylkill Haven	D-4	Schwenksville	F-4	Scottdale	D-4
Scranton	F-3	Shamokin	D-4	Sharon	D-3
Sharpsville	D-4	Shenandoah	A-4	Slatington	F-4
Smethport	A-4	Smithfield	D-4	Smiths Ferry	D-4
Smock	D-4	Snow Shoe	A-4	Souderton	F-3
Springdale	D-3	Spring Mills	F-4	Springtown	F-4
State College	D-3	Strasburg	F-4	Stroudsburg	F-4
Sugar Grove	D-4	Sunbury	D-4	Sykesville	A-4
Tamaqua	D-4	Tarentum	D-4	Taylor	F-3
Tidioute	D-4	Tionesta	A-4	Tyrone	D-4
Ulysses	A-4	Uniontown	D-4	Unionville	F-4
Upper Black Eddy	D-4	Wallenpaupack	D-4	Wampum	D-4
Warren	A-4	Washington	D-4	Washingtonville	D-4
Weatherly	D-4	West Alexander	D-4	West Chester	F-3
West Grove	F-4	West Middlesex	D-4	West Newton	A-4
Westtown	F-3	White Haven	D-4	Wilkes-Barre	F-3
Williamsport	D-4	Winburne	D-4	Woolrich	A-4
Wycombe	F-4	Wyoming	F-3	Yardley	F-3
Youngsville	A-4	Youngwood	D-4	Zelienople	D-4

**SECTION 10.0 - EXCHANGE AREAS**

**10.2 Exchange Areas and Local Calling Areas**

<u>Exchange Areas</u>	<u>Local Calling Areas</u>
Alexandria	Alexandria, Huntingdon, McConnellstown (Sprint/United)
Aliquippa	Aliquippa, Hookstown, Ambridge, Pitb. Subn. Zone 16, Baden, Rochester, Glenwillard
<b>Local:</b>	
Metropolitan	All stations included in Local Area preceding plus Area the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Allentown	Allentown, Nazareth, Bath, New Smithville (VERIZON NORTH INC.), Bethlehem, New Tripoli (VERIZON NORTH INC.), Catasauqua, Northampton, Coopersburg (Commonwealth Tel.), Riegelsville, Slatington, Easton, Springtown, Emmaus (VERIZON NORTH INC.), Tipton (Conestoga Tel.), Ironton (Ironton Tel.), Kutztown and Hellertown
Altoona	Altoona, Hollidaysburg, Bellwood, Tyrone, Cresson
Ambridge	Aliquippa, Glenwillard, Ambridge, Pitb. Subn. Zone 16, Baden
<b>Local:</b>	
Extended Area	All stations included in Local Area preceding plus -Pitb. Subn. Zone 15, Rochester
Metropolitan Area	All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Annville	Annville, Lebanon, Hershey (VERIZON NORTH INC.), Mt. Gretna, Jonestown (VERIZON NORTH INC.), Palmyra
Ashland	Ashland, Kulpmont, Frackville, Mt. Carmel, Girardville, Shenandoah
Austin	Austin, Coudersport
Avella	Avella, Washington, Burgettstown
Avis	Avis, Lock Haven, Jersey Shore, Woolrich
Avondale	Avondale, Unionville, Coatesville, West Chester, Kemblesville, West Grove, Kennett Square, Westtown, Landenberg, Hockessin, DE (Verizon), Lenape, Mendenhall, Wilmington, DE (Verizon), Mortonville, Oxford

**SECTION 10.0 - EXCHANGE AREAS**

**10.2 Exchange Areas and Local Calling Areas (Continued)**

**Exchange Areas**

**Local Calling Areas**

Baden

Aliquippa, Baden, Ambridge, Rochester

**Local:**

Metropolitan Area Plus All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Barnesboro

Barnesboro, Glen Campbell, Carrolltown, Hastings, Cherry Tree, Patton

Bath

Allentown, Nazareth, Bath, Northampton, Bethlehem, Slatington, Catasauqua

Beaver Falls

Beaver Falls, Hookstown, Darlington (ALLTEL), Midland, Ellwood City, Rochester, Enon Valley (ALLTEL), Wampum, Zelenople

Bedminster

Bedminster, Perkasio, Carversville, Plumsteadville, Doylestown, Quakertown, Dublin, Ferndale (Commonwealth Tel.)

Bellefonte

Bellefonte, Snow Shoe, Boalsburg, Spring Mills, Centre Hall, State College, Howard (Sprint), Zion (Sprint)

Belle Vernon

Belle Vernon, Monessen, California, Monongahela, Charleroi, Perryopolis, Donora, West Newton, Fayette City

**Local:**

Metropolitan Area

All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Bellwood

Altoona, Tyrone, Bellwood

Berwick

Berwick, Shickshinny (Commonwealth Tel.), Bloomsburg, Wapwallopen (Commonwealth Tel.)

Bessemer

Bessemer, New Castle

Bethlehem

Allentown, Ironton (Ironton Tel.), Bethlehem, Nazareth, Catasauqua, Northampton, Coopersburg (Commonwealth Tel.), Riegelsville, Slatington, Easton, Springtown, Hellertown

Big Run

Big Run, Punxsutawney

Black Lick

Black Lick, Homer City, Blairsville, Indiana

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**SECTION 10.0 – EXCHANGE AREAS**

**10.2 Exchange Areas and Local Calling Areas (Continued)**

<u>Exchange Areas</u>	<u>Local Calling Areas</u>
Blairsville	Black Lick, Homer City, Blairsville, Indiana, Bolivar, Latrobe, Derry
Bloomsburg	Berwick, Numidia, Bloomsburg, Orangeville (Commonwealth Tel.), Catawissa, Danville, Washingtonville, Millville
Boalsburg	Bellefonte, Spring Mills, Boalsburg, State College, Centre Hall
Bolivar	Blairsville, New Florence, Bolivar
Bradford	Bradford, Rew, Duke Center (Armstrong North), Smethport, Limestone, NY (Verizon), Eldred, Mount Jewett
Brownsville	Brownsville, Republic, California, Smock, Charleroi, Uniontown, New Salem
Buckingham	Buckingham, New Hope, Carversville, Phila. Subn. Zone 45, Doylestown, Wycombe
<b>Local:</b>	
Extended Area	All stations included in Local Area preceding plus – Dublin, Phila. Subn. Zone 39, Line Lexington, Phila. Subn. Zone 40, Newtown, Plumsteadville
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Burgettstown	Avella, Murdocksville (Armstrong), Burgettstown, Paris, McDonald, Midway (ALLTEL)
Bushkill	Bushkill, Stroudsburg, NJ, Lords Valley (Verizon), Stroudsburg
California	Belle Vernon, Charleroi, Brownsville, Fayette City, California
Canonsburg	Canonsburg, McMurray, Hickory (Hickory Tel.), Pitb. Subn Zone 13, Washington, McDonald
<b>Local:</b>	
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Carbondale	Carbondale, Jermyn, Chapman Lake (VERIZON NORTH INC.), Olyphant, Scranton, Clifford (NE PATel.), Waymart (So. Canaan Tel.), Forest City (NE PA Tel.)
Carrolltown	Barnesboro, Hastings, Carrolltown, Patton, Ebensburg

**SECTION 10.0 - EXCHANGE AREAS**

**10.2 Exchange Areas and Local Calling Areas (Continued)**

**Exchange Areas**

**Local Calling Areas**

Carversville	Bedminster, Dublin, Buckingham, New Hope, Carversville, Plumsteadville, Doylestown, Wycombe
<b>Local:</b>	
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Catasauqua	Allentown, Nazareth, Bath, Northampton, Bethlehem, Riegelsville, Catasauqua, Slatington, Easton, Springtown, Hellertown, Ironton (Ironton Tel.)
Catawissa	Bloomsburg, Elysburg, Catawissa, Numidia, Danville
Center Point	Center Point, Phila. Subn. Zone 30, Collegeville, North Wales, Harleysville, Schwenksville, Lansdale
<b>Local:</b>	
Extended Area	All stations included in Local Area preceding plus - Green Lane, Phoenixville, Phila. Subn. Zone 29, Royersford, Phila. Subn. Zone 31, Souderton, Phila. Subn. Zone 33
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Centre Hall	Bellefonte, Millheim, Boalsburg, Spring Mills, Centre Hall, State College
Charleroi	Belle Vernon, Donora, Brownsville, Fayette City, California, Monessen, Charleroi, Monongahela
Cherry Tree	Barnesboro, Glen Campbell, Cherry Tree, Clymer
Chester Springs	Chester Springs, Phoenixville, Eagle, Pughtown, Exton, Royersford, Phila. Subn. Zone 28
<b>Local:</b>	
Extended Area	All stations included in Local Area preceding plus - Collegeville, Phila. Subn. Zone 29, Downingtown, Pottstown, Glenmoore, West Chester, Phila. Subn. Zone 26
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

**SECTION 10.0 - EXCHANGE AREAS**

**10.2 Exchange Areas and Local Calling Areas (Continued)**

Exchange Areas

Local Calling Areas

Clairton	Clairton, Pitb. Subn. Zone 10, Elizabeth Pitb. Subn. Zone 11
<b>Local:</b>	
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Clarion	Clarion, Sligo (ALLTEL), Knox (ALLTEL), Strattanville (ALLTEL), Leeper, Shippenville (ALLTEL)
Claysville	Claysville, West Alexander, Washington
Clearfield	Clearfield, Osceola Mills, Curwensville, Philipsburg, Frenchville, Winburne
Clymer	Clymer, Indiana
Coatsville	Avondale, Lenape, Coatesville, Mortonville, Downingtown, Parkesburg, Eagle, Unionville, Exton, West Chester, Glenmoore, West Grove, Honey Brook, Westtown, Kennett Square
<b>Local:</b>	
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Collegeville	Center Point, Phila. Subn. Zone 30, Collegeville, Phila. Subn. Zone 31, Green Lane, Phoenixville, Harleysville, Pottstown, Lansdale, Royersford, North Wales, Schwenksville, Phila. Subn. Zone 29, Souderton
<b>Local:</b>	
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Connellsville	Connellsville, Scottdale, Dawson, Uniontown, Mount Pleasant
Coudersport	Austin, Roulette, Coudersport, Ulysses
Cresco	Cresco, Newfoundland, Lords Valley, Stroudsburg, Mount Pocono
Cresson	Altoona, Hollidaysburg, Cresson, Portage, Ebensburg
Curwensville	Clearfield, Mahaffey, Curwensville
Danville	Bloomsburg, Northumberland, Catawissa, Sunbury, Danville, Washingtonville, Elysburg

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**SECTION 10.0 - EXCHANGE AREAS**

**10.2 Exchange Areas and Local Calling Areas (Continued)**

<u>Exchange Areas</u>	<u>Local Calling Areas</u>
Dauphin	Dauphin, Harrisburg Zone 1, Halifax
Dawson	Connellsville, Perryopolis, Dawson, Scottdale
Derry	Blairsville, Greensburg, Derry, Latrobe
Donora	Belle Vernon, Elizabeth, Charleroi, Monessen, Donora, Monongahela
<b>Local:</b>	
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and Plus all other Zones of the Pittsburgh Suburban Exchange.
Downingtown	Chester Springs, Lenape, Coatesville, Mortonville, Downingtown, Phila. Subn. Zone 28, Eagle, Pughtown, Exton, West Chester, Glenmoore, Westtown, Honey Brook
<b>Local:</b>	
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Doylestown	Buckingham, Line Lexington, Carversville, Phila. Subn. Zone 45, Doylestown, Plumsteadville, Dublin, Wycombe
<b>Local:</b>	
Extended Area	All stations included in Local Area preceding plus - Bedminister, Phila. Subn. Zone 33, Lansdale Phila. Subn. Zone 38, New Hope Phila. Subn. Zone 39, Newtown Phila. Subn. Zone 40, North Wales, Souderton, Perkasie
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Dublin	Bedminster, Line Lexington, Buckingham, Perkasie, Carversville, Plumsteadville, Doylestown, Quakertown, Dublin, Souderton, Lansdale
<b>Local:</b>	
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
DuBois	Brockway (ALLTEL), Penfield (ALLTEL), DuBois, Reynoldsville, Luthersburg (ALLTEL), Sykesville

**SECTION 10.0 - EXCHANGE AREAS**

**10.2 Exchange Areas and Local Calling Areas (Continued)**

Exchange Areas

Local Calling Areas

Eagle Chester Springs, Phila. Subn. Zone 28, Coatesville, Phoenixville, Downingtown, Pughtown, Eagle, Royersford, Exton, West Chester, Glenmoore

**Local:**

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

Easton Allentown, Nazareth, Bethlehem, Phillipsburg, NJ (Verizon), Bloomsbury, NJ (Verizon), Riegelsville, Catasauqua, Springtown, Easton, Upper Black Eddy, Hellertown

East Palestine East Palestine, Pa., Rogers, O. (AMERITECH, O.), East Palestine, O. (AMERITECH, O.), New Waterford, O. (AMERITECH, O.)

Ebensburg Carrolltown, Ebensburg, Colver (ALLTEL), Nanty-Glo (VERIZON NORTH INC.), Cresson, Johnstown (VERIZON NORTH INC.)

Eldred Bradford, Port Allegheny, Duke Center (Armstrong North), Rew, Smethport, Eldred

Elizabeth Clairton, Monongahela, Donora, Pitb. Subn. Zone 10, Elizabeth, Pitb. Subn. Zone 11

**Local:**

Extended All stations included in Local Area preceding plus - Finleyville, West Newton, Pitb. Subn. Zone 12

Metropolitan Area All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Ellwood City Beaver Falls, Wampum, Ellwood City, Zelienople, New Castle, Portersville (Sprint)

Elysburg Catawissa, Mt. Carmel, Danville, Numidia, Elysburg, Shamokin, Kulpmont, Sunbury

Endeavor Endeavor, Tionesta, Tidioute



**SECTION 10.0 - EXCHANGE AREAS**

**10.2 Exchange Areas and Local Calling Areas (Continued)**

Exchange Areas

Local Calling Areas

Exton	Chester Springs, Lenape, Coatesville, Mortonville, Downingtown, Phila. Subn. Zone 28, Eagle, Pughtown, Exton, West Chester, Glenmoore, Westtown
<b>Local:</b>	
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Fairchance	Fairchance, Point Marion, Masontown, Smithfield, McClellandtown, Uniontown
Farmington	Farmington, Uniontown
Fayette City	Belle Vernon, Fayette City, California, Monessen, Charleroi, Perryopolis
Finleyville	Finleyville, Pitb. Subn. Zone 11, McMurray, Pitb. Subn. Zone 12, Monongahela
<b>Local:</b>	
Extended Area	All stations included in Local Area preceding plus - Clairton, Pitb. Subn. Zone 10, Elizabeth
Metropolitan Area	All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Fleetwood	Fleetwood, Reading, Kutztown, Topton (Conestoga Tel.), Leesport (Commonwealth Tel.), Oley (Conestoga Tel.)
Frackville	Ashland, Minersville, Frackville, Pottsville, Girardville, Saint Clair, Mahanoy City, Shenandoah
Freeland	Freeland, Weatherly, Hazleton, White Haven, McAdoo
Frenchville	Clearfield, Snow Shoe, Frenchville, Winburne, Philipsburg
Galeton	Galeton
Girardville	Ashland, Mahanoy City, Frackville, Shenandoah, Girardville
Glen Campbell	Barnesboro, Glen Campbell, Cherry Tree
Glenmoore	Chester Springs, Glenmoore, Coatsville, Honey Brook, Downingtown, Morgantown (Conestoga Tel.), Eagle, Exton, Green Hills (Conestoga Tel.), Parkesburg, Pughtown, West Chester

**SECTION 10.0 - EXCHANGE AREAS**

**10.2 Exchange Areas and Local Calling Areas (Continued)**

Exchange Areas

Local Calling Areas

Glenwillard Aliquippa, Pitb. Subn. Zone 15, Ambridge, Pitb. Subn. Zone 16, Glenwillard

**Local:**

Metropolitan Area All Stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Green Lane Center Point, Collegeville, Quakertown, Green Lane, Schwenksville, Harleysville, Souderton, Lansdale, Sassamansville (Conestoga Tel.) Pennsburg, Perkasie

Greensburg Delmont (ALLTEL), Latrobe, Greensburg, New Alexandria (ALLTEL), Herminie, Youngwood, Jeannette, Kecksburg (Citizens Tel.)

**Local:**

Metropolitan Area All stations included in Local Area preceding plus the Pittsburgh Exchange and Plus all other Zones of the Pittsburgh Suburban Exchange.

Greenville Greenville, Transfer (Pymatuning Ind. Tel.), Sharpsville, Sheakleyville (ALLTEL)

Grove City Blacktown (Sprint), Mercer, Wesley (VERIZON NORTH INC.), Grove City, Harrisville (Sprint)

Halifax Dauphin, Harrisburg Zone 1, Elizabethville (Commonwealth Tel.), Millersburg (Commonwealth Tel.), Halifax

Hamburg Hamburg, Leesport (Commonwealth Tel.), Kempton (VERIZON NORTH INC.), Reading

Hamlin Hamlin, Olyphant, Lake Ariel, Scranton, Moscow, Wallenpaupack, Newfoundland

Harleysville Center Point, North Wales, Collegeville, Perkasie, Green Lane, Phila. Subn. Zone 30, Harleysville, Schwenksville, Lansdale, Souderton, Line Lexington

**Local:**

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange Plus and all other Zones of the Philadelphia Suburban Exchange.

Harrisburg Dauphin, Marysville (Sprint/United), Halifax, Harrisburg Zone 1, Mechanicsburg, Zone 1 Harrisburg Zone 2, Middletown, Hershey (VERIZON NORTH INC.), Shellsville (VERIZON NORTH INC.), Hummelstown, Lewisberry (Commonwealth Tel.) Zone 2, Harrisburg Zone 1, Hummelstown, Harrisburg Zone 2, Middletown, Hershey (VERIZON NORTH INC.)

Hastings Barnesboro, Hastings, Carrolltown, Patton

**SECTION 10.0 - EXCHANGE AREAS****10.2 Exchange Areas and Local Calling Areas (Continued)****Exchange Areas****Local Calling Areas**

Hawley	Hawley, Newfoundland, Honesdale, Wallenpaupack, Lords Valley
Hazleton	Conyngham-Drums (Commonwealth Tel.), Nuremburg (Commonwealth Tel.), Freeland, Weatherly, Hazleton, White Haven, McAdoo
Hellertown	Allentown, Hellertown, Bethlehem, Riegelsville, Catasauqua, Springtown, Easton
Herminie	Greensburg, Jeannette, Herminie, Pitb. Subn. Zone 23
<b>Local:</b>	
Extended Area	All stations included in Local Area preceding plus - Pitb. Subn. Zone 10, Youngwood, West Newton
Metropolitan Area	All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Hollidaysburg	Altoona, Hollidaysburg, Cresson
Homer City	Black Lick, Homer City, Blairsville, Indiana
Honesdale	Beach Lake (VERIZON NORTH INC.), Pleasant Mount (NE PA Tel.), Galilee (VERIZON NORTH INC.), Hawley, South Canaan (So. Canaan Tel.), Honesdale, Lake Ariel, Wallenpaupack, Lords Valley, Waymart (So. Canaan Tel.)
Honey Brook	Coatesville, Honey Brook, Downingtown, Morgantown (Conestoga Tel.), Glenmoore, Green Hills (Conestoga Tel.), Parkesburg
Hookstown	Aliquippa, Hookstown, Beaver Falls, Midland, Chester, WV (Bell Atl.), Rochester, Smiths Ferry, East Liverpool, O. (AMERITECH, O.)
Houtzdale	Clearfield, Philipsburg, Houtzdale, Osceola Mills
Hummelstown	Harrisburg Zone 1, Palmyra, Harrisburg Zone 2, Shellsville (VERIZON NORTH INC.), Hershey (VERIZON NORTH INC.), Hummelstown, Middletown
Huntingdon	Alexandria, McConnellstown (Sprint/United), Huntingdon, Marklesburg (Sprint Tel.), Mount Union

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**SECTION 10.0 - EXCHANGE AREAS**

**10.2 Exchange Areas and Local Calling Areas (Continued)**

**Exchange Areas**

**Local Calling Areas**

Imperial Imperial, Oakdale, McDonald, Pitb. Subn. Zone 14, Murdocksville (Armstrong), Pitb. Subn. Zone 15

**Local:**

Metropolitan Area All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Indiana Black Lick, Homer City, Blairsville, Indiana, Clymer, Marion Center, Elderton (ALLTEL), Parkwood

Jeannette Greensburg, Herminie, Harrison City (ALLTEL), Jeannette, Pitb. Subn. Zone 23

**Local:**

Metropolitan All stations included in Local Area preceding plus the Area Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Jermyn Carbondale, Jermyn, Chapman Lake (VERIZON NORTH INC.), Olyphant, Scranton

Jersey Shore Avis, Williamsport, Jersey Shore, Woolrich, Lock Haven, Oval (PA Tel.)

Jim Thorpe Jim Thorpe, Weatherly, Lehighton, White Haven, Nesquehoning

Kane Kane, Mount Jewett, Ludlow

Kemblesville Avondale, Unionville, Kemblesville, West Grove, Kennett Square, Hockessin, DE (Verizon), Landenburg, Mendenhall, Newark, DE (Verizon), Oxford

Kennett Square Avondale, Unionville, Coatesville, West Chester, Kemblesville, West Grove, Kennett Square, Westtown, Landenberg, Hockessin, DE (Verizon), Lenape, Mendenhall, Wilmington, DE (Verizon), Mortonville

**Local:**

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange Plus and all other Zones of the Philadelphia Suburban Exchange.

Kingston Center Moreland, Mountaintop (Commonwealth Tel.), Nanticoke, Pittston, Dallas (Commonwealth Tel.), Plymouth, Trucksville (Commonwealth Tel.), Harveys Lake (Commonwealth Tel.), Wilkes-Barre, Kingston, Wyoming

Kulpmont Ashland, Mount Carmel, Elysburg, Shamokin, Kulpmont

**SECTION 10.0 - EXCHANGE AREAS****10.2 Exchange Areas and Local Calling Areas (Continued)**

<u>Exchange Areas</u>	<u>Local Calling Areas</u>
Kutztown	Allentown, Kutztown, Fleetwood, Reading, Kempton (VERIZON NORTH INC.), Topton (Conestoga Tel.)
Lake Ariel	Hamlin, South Canaan (So. Canaan Tel.), Honesdale, Lake Ariel, Wallenpaupack, Newfoundland, Waymart (So. Canaan Tel.), Olyphant, Scranton
Lake Como	Lake Como
Lancaster	Intercourse (Frontier Comm.), Millersville, Mount Joy (Sprint/United), Lancaster, Landisville, Mountville (Sprint/United), Leola (Frontier Comm.), New Holland (Frontier Comm.), Lititz (Denver & Ephrata Tel.), Quarryville (Commonwealth Tel.), Manheim (Denver & Ephrata Tel.), Rawlinsville (Commonwealth Tel.), Strasburg
Landenberg	Avondale, West Grove, Kemblesville, Westtown, Kennett Square, Hockessin, DE (Verizon), Landenberg, Lenape, Newark, DE (Verizon), Mendenhall, Oxford, Wilmington, DE (Verizon), Unionville, West Chester
Landisville	Lancaster, Millersville, Landisville, Mount Joy (Sprint/United), Lititz (Denver & Ephrata Tel.), Mountville (Sprint/United), Manheim (Denver & Ephrata Tel. Co.), Strasburg
Lansdale	Center Point, Line Lexington, Harleysville, North Wales, Lansdale, Souderton
<b>Local:</b>	
Extended Area	All stations included in Local Area preceding plus - Collegeville, Phila. Subn. Zone 33, Doylestown, Phila. Subn. Zone 38, Dublin, Phila. Subn. Zone 39, Green Lane, Phila. Subn. Zone 45, Perkasio, Schwenksville, Phila. Subn. Zone 30
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Latrobe	Blairsville, Latrobe, Derry, Ligonier, Greensburg, New Alexandria (ALLTEL), Kecksburg (Citizens Tel.)
Lebanon	Annville, Myerstown (VERIZON NORTH INC.), Frystown (VERIZON NORTH INC.), Palmyra, Hershey (VERIZON NORTH INC.), Schaefferstown (VERIZON NORTH INC.), Jonestown (VERIZON NORTH INC.), Lebanon, Mt. Gretna
Leeper	Clarion, Marienville, Leeper

**SECTION 10.0 - EXCHANGE AREAS**

**10.2 Exchange Areas and Local Calling Areas (Continued)**

Exchange Areas

Local Calling Areas

Lehighton	Jim Thorpe, Nesquehoning, Lehighton, Palmerton (Pamlerton Tel. Co.)
Lenape	Avondale, Mortonville, Coatesville, Phila. Subn. Zone 10, Downingtown, Phila. Subn. Zone 28, Exton, Unionville, Kennett Square, West Chester, Landenberg, West Grove, Lenape, Westtown, Mendenhall
<b>Local:</b>	
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Lewistown	Bellefonte (Sprint/United), Port Royal (Sprint/United), Lewistown, Reedsville (Sprint Tel.), McVeytown, Mifflintown (Sprint/United)
Ligonier	Latrobe, Stahlstown (Laurel Highland Tel.), Ligonier
Line Lexington	Doylestown, North Wales, Dublin, Perkasie, Harleysville, Phila. Subn. Zone 45, Lansdale, Souderton, Line Lexington
<b>Local:</b>	
Extended Area	All stations included in Local Area preceding plus - Buckingham, Phila. Subn. Zone 39, Phila. Subn. Zone 33, Plumsteadville, Phila. Subn. Zone 38
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Lock Haven	Avis, Lock Haven, Beech Creek (Sprint/United), Mill Hall (Sprint/United), Jersey Shore, Woolrich
Lords Valley	Bushkill, Mount Pocono, Cresco, Newfoundland, Hawley, Stroudsburg, Honesdale, Wallenpaupack, Lords Valley
Lowellville	Bessemer, New Castle, Hubbard, O. (AMERITECH, O.), North Lima, O. (AMERITECH, O.), Lowellville, Youngstown, O. (AMERITECH, O.), Lowellville, O. (AMERITECH, O.)
Ludlow	Kane, Ludlow
Mahaffey	Mahaffey, Curwensville

**SECTION 10.0 - EXCHANGE AREAS**

**10.2 Exchange Areas and Local Calling Areas (Continued)**

<u>Exchange Areas</u>	<u>Local Calling Areas</u>
Mahanoy City	Frackville, Mahanoy City, Girardville, Shenandoah, Lakewood (Frontier Comm.), Tamaqua
Marchand	Marchand, Punxsutawney
Marienville	Leeper, Marienville
Marion Center	Indiana, Marion Center
Masontown	Fairchance, Point Marion, Masontown, Smithfield, McClellandtown, Uniontown
McAdoo	Freeland, Tamaqua, Hazleton, Weatherly, McAdoo
McClellandtown	Fairchance, Smithfield, Masontown, Uniontown, McClellandtown
McDonald	Burgettstown, Midway (ALLTEL), Canonsburg, Oakdale, Imperial, Pitb. Subn. Zone 13, McDonald
<b>Local:</b>	
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
McMurray	Canonsburg, Pitb. Subn. Zone 12, Finleyville, Pitb. Subn. Zone 13, McMurray
<b>Local:</b>	
Extended Area	All stations included in Local Area preceding plus the Washington exchange.
Metropolitan Area	All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
McVeytown	Lewistown, McVeytown
Mechanicsburg	Dillsburg (VERIZON NORTH INC.), Lewisberry (Commonwealth Tel.), Harrisburg Zone 1, Mechanicsburg
Mendenhall	Avondale, West Chester, Kemblesville, West Grove, Kennett Square, Westtown, Landenberg, Hockessin, DE (Verizon), Lenape, Mendenhall, Wilmington, DE (Verizon), Phila. Subn. Zone 10, Unionville
<b>Local:</b>	
Metropolitan Area	All Stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

**SECTION 10.0 - EXCHANGE AREAS**

**10.2 Exchange Areas and Local Calling Areas (Continued)**

<u>Exchange Areas</u>	<u>Local Calling Areas</u>
Mercer	Blacktown (Sprint/United), Mercer, Sharon, Fredonia (ALLTEL Pa.), Sharpsville, Wesley (VERIZON NORTH INC.), Grove City
Middletown	Elizabethtown (Sprint/United), Hershey (VERIZON NORTH INC.), Hummelstown, Harrisburg Zone 1 , Middletown, Harrisburg Zone 2
Midland	Beaver Falls, Rochester, Hookstown, Smiths Ferry, Midland
Millersville	Lancaster, Mountville (Sprint/United), Landisville, Millersville, Strasburg
Millheim	Centre Hall, Spring Mills, Millheim, Bellefonte, Boalsburg, State College
Millville	Bloomsburg, Washingtonville, Millville
Milton	Lewisburg (Buffalo Valley Tel.), Northumberland, Sunbury, Mifflinburg (Buffalo Valley Tel.), Washingtonville, Watsontown (ALLTEL), Milton
Minersville	Frackville, Saint Clair, Minersville, Schuylkill Haven, New Philadelphia, Tremont (Commonwealth Tel.), Orwigsburg, Pottsville
Monessen	Belle Vernon, Fayette City, Charleroi, Monessen, Donora, Monongahela
Monongahela	Belle Vernon, Finleyville, Charleroi, Monessen, Donora, Monongahela, Elizabeth
<b>Local:</b>	
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and Plus all other Zones of the Pittsburgh Suburban Exchange.
Moosic	Moosic, Taylor, Pittston, Wyoming, Scranton
Morrisville	Ewing, NJ (Verizon), Phila. Subn. Zone 43, Phila. Subn. Zone 44, Morrisville, Trenton, NJ (Verizon), Newtown, Phila. Subn. Zone 42, Yardley
Metropolitan Area	All Stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.



**SECTION 10.0 - EXCHANGE AREAS**

**10.2 Exchange Areas and Local Calling Areas (Continued)**

Exchange Areas

Local Calling Areas

Mortonville	Avondale, Mortonville, Coatesville, Parkesburg, Downingtown, Unionville, Exton, West Chester, Kennett Square, West Grove, Lenape, Westtown
<b>Local:</b>	
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Moscow	Hamlin, Scranton, Moscow, Wallenpaupack, Newfoundland
Mountaintop	Kingston, Nuangola (Commonwealth Tel.), Mountaintop, Nanticoke, Plymouth Wilkes-Barre
Mount Carmel	Ashland, Mount Carmel, Elysburg, Shamokin, Kulpmont
Mount Gretna	Annville, Mount Gretna, Lebanon, Palmyra
Mount Jewett	Bradford, Mount Jewett, Kane
Mount Pleasant	Connellsville, Mount Pleasant, Greensburg, Scottdale, Kecksburg (Citizens Tel.), Youngwood
<b>Local:</b>	
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and Plus all other Zones of the Pittsburgh Suburban Exchange.
Mount Pocono	Cresco, Newfoundland, Lords Valley, Stroudsburg, Mount Pocono
Mount Union	Huntingdon, Mount Union, McConnellstown (Sprint/United)
Nanticoke	Kingston, Plymouth, Mountaintop, Wilkes-Barre, Nanticoke, Nuangola (Commonwealth Tel.)
Nazareth	Allentown, Catasauqua, Bath, Easton, Bethlehem, Nazareth
Nesquehoning	Jim Thorpe, Lehighon, Lansford (ALLTEL), Nesquehoning
New Castle	Bessemer, Plain Grove (Sprint/United), Ellwood City, New Bedford (VERIZON NORTH INC.), Princeton (VERIZON NORTH INC. No.), New Castle, Volant (Sprint/United), New Wilmington (VERIZON NORTH INC.), Wampum
New Florence	Bolivar, New Florence, Johnstown (VERIZON NORTH INC.)

**SECTION 10.0 - EXCHANGE AREAS**

**10.2 Exchange Areas and Local Calling Areas (Continued)**

<u>Exchange Areas</u>	<u>Local Calling Areas</u>
Newfoundland	Cresco, Moscow, Hamlin, Mount Pocono, Hawley, Newfoundland, Lake Ariel, Wallenpaupack, Lords Valley
New Hope	Buckingham, New Hope, Carversville, Newtown, Doylestown, Plumsteadville, Lambertville, NJ (Verizon), Wycombe, Yardley
Local:	
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
New Kensington	New Kensington, Springdale, Pitb. Subn. Zone 20, Tarentum
Local:	
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
New Philadelphia	Minersville, Saint Clair, New Philadelphia, Schuylkill Haven, Orwigsburg, Tamaqua, Pottsville
New Salem	Brownsville, Republic, New Salem, Uniontown
Newtown	Newtown, Wycombe, Phila. Subn. Zone 40, Yardley, Phila. Subn. Zone 43
Local:	
Extended Area	All stations included in Local Area preceding plus - Buckingham Phila. Subn. Zone 38, Doylestown, Phila. Subn. Zone 39, Morrisville, Phila. Subn. Zone 42, New Hope, Phila. Subn. Zone 44, Phila. Subn. Zone 37, Phila. Subn. Zone 45
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Northampton	Allentown, Ironton (Ironton Tel.), Bath, Bethlehem, Northampton, Catasauqua, Slatington
Northumberland	Danville, Northumberland, Milton, Sunbury
North Wales	Center Point, North Wales, Harleysville, Phila. Subn. Zone 30, Lansdale, Phila. Subn. Zone 33, Line Lexington, Souderton
Local:	
Extended Area	All stations included in Local Area preceding plus - Collegeville, Phila. Subn. Zone 34, Doylestown, Phila. Subn. Zone 38, Phila. Subn. Zone 31, Phila. Subn. Zone 39, Phila. Subn. Zone 32, Phila. Subn. Zone 45

**SECTION 10.0 - EXCHANGE AREAS****10.2 Exchange Areas and Local Calling Areas (Continued)**

<u>Exchange Areas</u>	<u>Local Calling Areas</u>
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Numidia	Bloomsburg, Elysburg, Catawissa, Numidia
Oakdale	Imperial, Pitb. Subn. Zone 13, McDonald, Pitb. Subn. Zone 14, Oakdale
<b>Local:</b>	
Metropolitan Area	All stations included in Local Area Preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Olyphant	Carbondale, Lake Ariel, Chapman Lake (VERIZON NORTH INC.), Olyphant, Hamlin, Scranton, Jermyn, Taylor
Orwigsburg	Auburn (VERIZON NORTH INC.), Orwigsburg, Minersville, Pottsville, New Philadelphia, Saint Clair, Schuylkill Haven
Osceola Mills	Clearfield, Philipsburg, Houtzdale, Osceola Mills
Oxford	Avondale, Landenberg, Kemblesville, Oxford, Kirkwood (Commonwealth Tel.), West Grove
Palmyra	Annville, Lebanon, Harrisburg Zone 1, Mount Gretna, Hershey (VERIZON NORTH INC.), Palmyra, Hummelstown
Paris	Burgettstown, Weirton, WV (Verizon), Paris
Parkesburg	Atglen (Commonwealth Tel.), Glenmoore, Honey Brook, Coatesville, Mortonville, Gap (Commonwealth Tel.), Parkesburg, West Grove
Parkwood	Indiana, Parkwood
Patton	Altoona, Barnesboro, Hastings, Carrolltown, Patton
Pennsburg	Bally (Conestoga Tel.), Quakertown, Sassamansville (Conestoga Tel.), Green Lane, Pennsburg, Perkasio, Souderton

SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

Perkasie

Bedminster, Pennsburg, Doylestown, Perkasie, Dublin, Plumsteadville, Green Lane, Quakertown, Harleysville, Schwenksville, Lansdale, Souderton, Line Lexington

**Local:**

Metropolitan Area

All stations included in Local Area preceding plus the Philadelphia Exchange Plus and all other Zones of the Philadelphia Suburban Exchange.

Perryopolis

Belle Vernon, Fayette City, Dawson, Perryopolis, Uniontown

**Local:**

Metropolitan Area

All stations in Local Area preceding plus the Pittsburgh Exchange and all other Plus Zones of the Pittsburgh Suburban Exchange.

Philipsburg

Clearfield, Osceola Mills, Frenchville, Philipsburg, Houtzdale, Winburne

Phoenixville

Chester Springs, Phila. Subn. Zone 29, Collegeville, Phoenixville, Eagle, Pughtown, Phila. Subn. Zone 28, Royersford

**Local:**

Extended Area

All stations included in Local Area preceding plus - Center Point , Phila. Subn. Zone 30, Phila. Subn. Zone 26, Pottstown

Metropolitan Area

All stations included in Extended Area preceding plus the Philadelphia Plus Exchange and all other Zones of the Philadelphia Suburban Exchange.

Pittston

Harding (Commonwealth Tel.), Scranton, Taylor, Kingston, Wilkes-Barre, Moosic, Wyoming, Pittston

Plumsteadville

Bedminster, Line Lexington, Buckingham, New Hope, Carversville, Perkasie, Doylestown, Plumsteadville, Dublin, Quakertown, Ferndale (Commonwealth Tel.)

**Local:**

Metropolitan Area

All stations included in Local Area preceding plus the Philadelphia Exchange Plus and all other Zones of the Philadelphia Suburban Exchange.

Plymouth

Kingston, Plymouth, Mountaintop, Wilkes-Barre, Nanticoke

Point Marion

Cheat Lake (Verizon), Morgantown, WV (Verizon), Fairchance, Smithfield, Masontown, Uniontown, Point Marion

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Francis X. Ahearn, CEO  
BCM One, Inc.  
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New York, New York 10175

**SECTION 10.0 - EXCHANGE AREAS****10.2 Exchange Areas and Local Calling Areas (Continued)****Exchange Areas****Local Calling Areas**

Portage	Cresson, Portage, Ebensburg, Johnston, Southfork
Port Allegany	Eldred, Roulette, Port Allegany, Smethport
Pottstown	Boyertown (Conestoga Tel.), Pughtown, Royersford, Collegetown, Sassamansville (Conestoga Tel.), Douglassville (Conestoga Tel.), Phoenixville, Schwenksville, Pottstown
Pottsville	Auburn (VERIZON NORTH INC.), New Philadelphia, Frackville, Orwigsburg, Friedensburg (VERIZON NORTH INC.), Pottsville, Minersville, Saint Clair, Schuylkill Haven, Tamaqua
Pughtown	Chester Springs, Morgantown (Conestoga Tel.), Downingtown, Eagle, Exton, Phoenixville, Glenmoore, Pottstown, Green Hills (Conestoga Tel.), Pughtown, Royersford
<b>Local:</b>	
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange Plus and all other Zones of the Philadelphia Suburban Exchange.
Punxsutawney	Big Run, Punxsutawney, Marchand
Quakertown	Bedminister, Perkasio, Dublin, Plumsteadville, Ferndale (Commonwealth Tel.), Quakertown, Souderton, Green Lane, Springtown, Pennsburg
Reading	Adamstown (Denver & Ephrata Tel.), Oley (Conestoga Tel.), Bernville (VERIZON NORTH INC.), Reading, Birdsboro (Conestoga Tel.), Robesonia (VERIZON NORTH INC.), Topton (Conestoga Tel.), Fleetwood, Green Hills (Conestoga Tel.), Womelsdorf (VERIZON NORTH INC.), Yellow House (Conestoga Tel.), Hamburg, Kutztown, Leesport (Commonwealth Tel.), Morgantown (Conestoga Tel.)
Renovo	Renovo
Republic	Brownsville, Republic, New Salem, Uniontown
Rew	Bradford, Limestone, NY (Verizon), Duke Center (Armstrong No.), Rew, Eldred, Smethport
Reynoldsville	DuBois, Sykesville, Reynoldsville
Riegelsville	Allentown, Milford, NJ (Verizon), Bethlehem, Catasauqua, Phillipsburg, NJ (Verizon), Easton, Ferndale (Commonwealth Tel.), Riegelsville, Springtown, Hellertown, Upper Black Eddy

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New York, New York 10175

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**SECTION 10.0 - EXCHANGE AREAS****10.2 Exchange Areas and Local Calling Areas (Continued)****Exchange Areas****Local Calling Areas**

Rochester	Aliquippa, Hookstown, Ambridge, Midland, Baden, Rochester, Beaver Falls
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**Local:**

Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and Plus all other Zones of the Pittsburgh Suburban Exchange.
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Roulette	Coudersport, Roulette, Port Allegany
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Royersford	Center Point, Phoenixville, Chester Springs, Pottstown, Colledgeville, Pughtown, Eagle, Royersford, Phila. Subn. Zone 29, Schwenksville, Phila. Subn. Zone 30
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**Local:**

Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange Plus and all other Zones of the Philadelphia Suburban Exchange.
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Russell	Russell, Warren, Sugar Grove, Youngsville
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Saint Clair	Frackville, Pottsville, Minersville, Saint Clair, New Philadelphia, Schuylkill Haven, Orwigsburg
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Saxton	Hopewell (Sprint/United), Saxton
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Schuylkill Haven	Auburn (VERIZON NORTH INC.), New Philadelphia, Friedensburg (VERIZON NORTH INC.), Orwigsburg, Minersville,, Pottsville, Saint Clair, Schuylkill Haven
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Schwenksville	Center Point, Pottstown, Colledgeville, Royersford, Green Lane, Sassamansville (Conestoga Tel.), Harleysville, Lansdale, Perkasio, Schwenksville, Phila. Subn. Zone 30, Souderton
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**Local:**

Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange Plus and all other Zones of the Philadelphia Suburban Exchange.
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Scottdale	Connellsville, Mount Pleasant, Dawson, Scottdale
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**Local:**

Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
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Scranton	Clarks Summit (Commonwealth Tel.), Lake Winola (Commonwealth Tel.), Dalton (Commonwealth Tel.), Moosic, Moscow, Factoryville (Commonwealth Tel.), Olyphant, Pittston, Hamlin, Scranton, Jermyn, Taylor, Lake Ariel, Wyoming
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**SECTION 10.0 - EXCHANGE AREAS****10.2 Exchange Areas and Local Calling Areas (Continued)**

<u>Exchange Areas</u>	<u>Local Calling Areas</u>
Shamokin	Elysburg, Trevorton (TDS-Mahanoy/Mahantango Tel.), Kulpmont, Mount Carmel, Shamokin, Sunbury
Sharon	Mercer, Sharpsville, Sharon, O. (AMERITECH, O.), Transfer (Pymatuning Ind. Tel.), Sharon, Pa., West Middlesex
Sharpsville	Greenville, Sharpsville, Mercer, Transfer (Pymatuning Ind. Tel.), Sharon, O. (AMERITECH, O.), Sharon, Pa., West Middlesex
Shenandoah	Ashland, Ringtown (Commonwealth Tel.), Frackville, Girardsville, Shenandoah, Mahanoy City
Slatington	Allentown, New Tripoli (VERIZON NORTH INC.), Bath, Northampton, Bethlehem, Slatington, Catasauqua, Ironton (Ironton Tel.)
Smethport	Bradford, Rew, Eldred, Smethport, Port Allegany
Smithfield	Fairchance, Point Marion, Masontown, Smithfield, McClellandtown, Uniontown
Smiths Ferry	Chester, WV. (Verizon), Hookstown, Midland, East Liverpool, O. (AMERITECH, O.), Rochester, Smiths Ferry
Smock	Brownsville, Uniontown, Smock
Snow Shoe	Bellefonte, Snow Shoe, Frenchville
Souderton	Center Point, Line Lexington, Collegeville, North Wales, Doylestown, Pennsburg, Dublin, Perkasio, Green Lane, Quakertown, Harleysville, Schwenksville, Lansdale, Souderton
<b>Local:</b>	
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Exchange.
Springdale	New Kensington, Springdale, Pitb. Subn. Zone 19, Tarentum, Pitb. Subn. Zone 20
<b>Local:</b>	
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Spring Mills	Bellefonte, Millheim, Boalsburg, Spring Mills, Centre Hall, State College

**SECTION 10.0 - EXCHANGE AREAS**

**10.2 Exchange Areas and Local Calling Areas (Continued)**

<u>Exchange Areas</u>	<u>Local Calling Areas</u>
Springtown	Allentown, Milford, NJ (Verizon), Bethlehem, Catasauqua, Quakertown, Easton, Riegelsville, Ferndale (Commonwealth Tel.), Springtown, Upper Black Eddy, Hellertown
State College	Bellefonte, Spring Mills, Boalsburg, State College, Centre Hall, Port Matilda ALLTEL)
Strasburg	Gap (Commonwealth Tel.), Quarryville (Commonwealth Tel.), Intercourse (Frontier Comm.), Rawlinsville (Commonwealth Tel.), Lancaster, Landisville, Strasburg, Millersville
Stroudsburg	Bushkill, Stroudsburg, Cresco, Stroudsburg, NJ (Verizon), Lords Valley, Mount Pocono, Saylorsburg (Commonwealth Tel.)
Sugar Grove	Russell, Warren, Sugar Grove, Youngsville
Sunbury	Danville, Selinsgrove (VERIZON NORTH INC.), Elysburg, Shamokin, Milton, Sunbury, Northumberland
Sykesville	DuBois, Reynoldsville, Luthersburg (ALLTEL), Sykesville
Tamaqua	Lakewood (Frontier Comm.), McAdoo, Lansford (ALLTEL), New Philadelphia, Mahanoy City, Pottsville, Tamaqua
Tarentum	New Kensington, Springdale, Pitb. Subn. Zone 20, Tarentum
<b>Local:</b>	
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Taylor	Moosic, Scranton, Olyphant, Taylor, Pittston, Wyoming
Tidioute	Endeavor, Tionesta, Tidioute, Warren
Tionesta	Endeavor, Tionesta, Tidioute
Tyrone	Altoona, Warriors Mark (ALLTEL), Bellwood, Tyrone
Ulysses	Coudersport, Ulysses
Uniontown	Brownsville, New Salem, Connellsville, Point Marion, Fairchance, Republic, Farmington, Smithfield, Masontown, Smock, McClellandtown, Uniontown



**SECTION 10.0 - EXCHANGE AREAS****10.2 Exchange Areas and Local Calling Areas (Continued)****Exchange Areas****Local Calling Areas**

Unionville Avondale, Mendenhall, Coatesville, Mortonville, Kemblesville, Unionville, Kennett Square, West Chester, Landenberg, West Grove, Lenape, Westtown

**Local:**

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

Upper Black Eddy Easton, Riegelsville, Ferndale (Commonwealth Tel.), Springtown, Uhlerstown (Commonwealth Tel.), Frenchtown, NJ (Verizon), Upper Black Eddy, Milford, NJ (Verizon)

Wallenpaupack Hamlin, Lords Valley, Hawley, Moscow, Honesdale, Newfoundland, Lake Ariel, Wallenpaupack

Wampum Beaver Falls, New Castle, Ellwood City, Wampum

Warren Russell, Tidioute, Sheffield (ALLTEL), Warren, Sugar Grove, Youngsville

Washington Avella, McMurray, Buffalo (VERIZON NORTH INC.), Taylorstown (VERIZON NORTH INC.), Canonsburg, Washington, Claysville, West Alexander, Hickory (Hickory Tel.)

**Local:**

Metropolitan Area All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Washingtonville Bloomsburg, Turbotville (ALLTEL), Danville, Washingtonville, Millville, Milton

Weatherly Freeland, McAdoo, Hazleton, Weatherly, Jim Thorpe, White Haven

West Alexander Claysville, West Alexander, Washington

West Chester Downingtown, Mortonville, Exton, Phila. Subn. Zone 28, Lenape, West Chester, Mendenhall, Westtown

**Local:**

Extended Area All Stations included in Local Area preceding plus -Avondale, Phila. Subn. Zone 10, Chester Springs, Phila. Subn. Zone 11, Coatesville, Phila. Subn. Zone 12, Eagle, Phila. Subn. Zone 22, Kennett Square, Unionville, Landenberg, West Grove

Metropolitan Area All Stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

**SECTION 10.0 – EXCHANGE AREAS**

**10.2 Exchange Areas and Local Calling Areas (Continued)**

Exchange Areas

Local Calling Areas

West Grove Avondale, Oxford, Coatesville, Parkesburg, Kemblesville, Unionville, Kennett Square, West Chester, Landenberg, West Grove, Lenape, Westtown, Mendenhall, Hockessin, DE (Verizon), Mortonville

West Middlesex Sharon, Pa., Sharpsville, Sharon, O. (AMERITECH, O.), West Middlesex

West Newton Belle Vernon, Yukon (Yukon-Waltz Tel.), West Newton

**Local:**

Extended Area All stations included in Local Area preceding plus – Donora, Mount Pleasant, Elizabeth, Perryopolis, Herminie, Pitb. Subn. Zone 10, Monessen, Scottdale

Metropolitan Area All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Westtown Lenape, West Chester, Phila. Subn. Zone 10, Westtown, Mendenhall

**Local:**

Extended Area All stations included in Local Area preceding plus – Avondale, Phila. Subn. Zone 11, Coatesville, Phila. Subn. Zone 12, Downingtown, Phila. Subn. Zone 22, Exton, Phila. Subn. Zone 28, Kennett Square, Unionville, Landenberg, West Grove, Mortonville

Metropolitan Area All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

White Haven Freeland, Weatherly, Hazleton, White Haven, Jim Thorpe

Wilkes-Barre Center Moreland (Commonwealth Tel.), Nuangola (Commonwealth Tel.), Dallas (Commonwealth Tel.), Pittston, Plymouth, Harveys Lake (Commonwealth Tel.), Trucksville (Commonwealth Tel.), Kingston, Mountaintop, Wilkes-Barre, Nanticoke, Wyoming

Williamsport Jersey Shore, Trout Run (VERIZON NORTH INC.), Loyalsock (VERIZON NORTH INC.), Williamsport, Oval (PA Tel.)

Winburne Clearfield, Philipsburg, Frenchville, Winburne

Woolrich Avis, Lock Haven, Jersey Shore, Woolrich

**SECTION 10.0 - EXCHANGE AREAS**

**10.2 Exchange Areas and Local Calling Areas (Continued)**

**Exchange Areas**

**Local Calling Areas**

Wycombe Buckingham, Phila. Subn. Zone 40, Doylestown, Phila. Subn. Zone 45, New Hope, Wycombe, Newtown

**Local:**

Extended Area All stations included in Local Area preceding plus - Carversville Phila. Subn. Zone 39, Morrisville, Phila. Subn. Zone 43, Phila. Subn. Zone 37, Phila. Subn. Zone 44, Phila. Subn. Zone 38, Yardley

Metropolitan Area All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

Wyoming Kingston, Taylor, Moosic, Wilkes-Barre, Pittston, Wyoming, Scranton

Yardley Ewing, NJ (Verizon), Phila. Subn. Zone 43, Phila. Subn. Zone 44, Morrisville, Trenton, NJ (Verizon), New Hope, Newtown, Wycombe, Phila. Subn. Zone 42, Yardley

**Local:**

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

Youngsville Russell, Warren, Sugar Grove, Youngsville

Youngwood Greensburg, Youngwood, Mount Pleasant

**Local:**

Metropolitan Area All stations in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Zelienople Beaver Falls, Evans City (Sprint/United), Criders Corners (North Pitts. Tel.), Zelienople, Ellwood City

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**SECTION 11.0 - MISCELLANEOUS SERVICES****1.1 INTRALATA TOLL PRESUBSCRIPTION****General**

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

Each carrier will have one or more access codes assigned to it for various types of service. When an end user of Pay Telephone Service Provider 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 Telephone Company permitting access to that carrier by the end user or Pay Telephone Service Provider without dialing an access code. Should the same end user or Pay Telephone Service Provider wish to use other services of the same carrier, it will be necessary for the end user or Pay Telephone Service Provider to dial the necessary access code(s) to reach that carrier's other service(s).

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

Selection of an ITP by an end user or Pay Telephone Service Provider is subject to the terms and conditions in Section 11.2.

**11.2.1 90-Day Initial Free Presubscription choice for Existing Users**

Existing end users or Pay Telephone Service Providers may exercise an initial free presubscription choice, either by contacting the Telephone Company, or by contacting the ITP directly. The initial free choice must be made within ninety days following implementation of IntraLATA toll presubscription. End user or Pay Telephone Service Provider choices that constitute exercising the free choices are:

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

Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company.

Following an existing end user's or Pay Telephone Service Provider's free selections, any change made more than 90 days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 11.1.5 following.

**11.2.2 Initial Free Presubscription Choice for New Users**

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Issued by:

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BCM One, Inc.  
521 5<sup>th</sup> Ave., 14<sup>th</sup> Floor  
New York, New York 10175

Effective: March 4, 2015

New end users (including an existing customer who orders an additional line) or Pay Telephone Service Providers who subscribe to service after the presubscription implementation date will be asked to select a primary ITP when they place an order for Telephone Company Exchange Service.

If a customer cannot decide upon an IntraLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA toll calls. The free selection period available to new end users or Pay Telephone Service Providers is the period within thirty days of installation of the new service.

Initial free selections available to new end user or Pay Telephone Service Providers are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company.
3. Following a new end user's or Pay Telephone Service Provider's free selections, any change made more than 30-days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 11.1.5 following.

#### 11.2.3 Charge for IntraLATA Toll Presubscription

After expiration of the initial free presubscription choice period for new customers, as specified above, or existing customers, the end user or ITP will be assessed an IntraLATA Toll presubscription charge as specified in 11.1.5.

#### 11.2.4 Cancellation of IntraLATA Toll Presubscription by an ITP

If an ITP elects to discontinue Feature Group D service after implementation of the IntraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users or Pay Telephone Service Providers who have selected the canceling ITP as their preferred IntraLATA toll provider.

The ITP must inform the end users or Pay Telephone Service Providers that it is canceling its Feature Group D service, request that the end user select a new ITP and state that the canceling ITP will pay the PIC change charge. The ITP must provide written notification to the Company that this activity has taken place.

#### 11.3.1 When a discrepancy is determined regarding an end user's designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described:

A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.

When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date determines customer choice.

#### 11.3.2 Verification of Orders for Telemarketing

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

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- 
- 11.3.2.1 The ITP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:
- 11.3.2.1.A The customer's billing name and address and each telephone number to be covered by the PIC change order;
  - 11.3.2.1.B The decision to change the PIC to the ITP; and
  - 11.3.2.1.C The customer's understanding of the PIC change fee; or
- 11.3.2.2 The ITP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 11.3.2.1 preceding to confirm the authorization; or
- 11.3.2.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate *verification date* (e.g., the customer's date of birth or social security number).
- 11.3.3 The Company will follow the Federal Communications Commission's and the Pennsylvania Public Utility Commission's (if issued) regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.
- 11.3.4 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. There is no reason a carrier may refuse to release a customer who has stated their intent to select a different carrier.

#### 11.4 Informational Notice to Customers

The Company will provide written notification to customers of their IntraLATA presubscription options and rights within 30 days of subscribing for service. Notification will not contain information on PIC-freeze service.

**SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)**

**11.1 Carrier Presubscription, (Continued)**

**11.1.5 Presubscription Charges**

**(A) Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Section 15(C)(1), for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**(B) Nonrecurring Charges**

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

**11.2 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 12.0 – TELEPHONE MESSAGE SERVICES****12.1 Telephone Message Services:**

**12.1.1 Notice:** Any telephone message service that provides a commercial, informational, public service or other message for a specific charge billed to the caller by a local phone company, prior to the presentation of the message, shall warn the caller that the cost of the call will be charged and that the charge will be itemized on the caller's telephone bill. In the event the message requested contains explicit sexual material, the warning preceding the message shall also inform the caller the message contains explicit sexual material.

**12.1.2 Intrastate Services:** Before any call can be completed to a telephone message service containing *explicit sexual material*, the caller shall have first obtained an access code number or other personal identification number consisting of not less than nine digits from the telephone message service through written application to the telephone message service. This access code number or personal identification number must be presented to the telephone message service after the warning message and in order to complete the call.

**12.1.3 Dissemination to Minors:** Access codes or personal identification numbers obtained to complete calls containing explicit sexual material as defined in 18 Pa.C.S. §5903 (relating to obscene and other sexual materials) shall not be issued to a minor. Telephone message services shall exercise all reasonable methods to ascertain that the applicant is not a minor.

**12.1.4 Telephone Company Duties:** Every local telephone company and competitive interexchange telephone service shall list all telephone message service calls on the customer telephone bill and shall designate the type or title of message obtained. In addition, the telephone company shall provide, upon request, at no cost to the consumer, the name and address of any telephone service provider. All telephone companies shall include in their telephone message service tariffs, whether provided through the 976 exchange or otherwise, or in any contract with such telephone message service sponsor, a clause requiring compliance with this section as a condition for continuation of the service.

**12.1.5 Costs of Service:**

- (A) All costs relating to this section shall be borne solely by the telephone message service.
- (B) All telephone message services shall provide, in writing, to all telephone companies and competitive interexchange telephone companies providing service in this Commonwealth, their complete telephone number or numbers, including area codes and type or title of service provided. This information shall be provided at the time of newly established service, change in service and annually.



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**SECTION 12.0 – TELEPHONE MESSAGE SERVICES****12.1 Telephone Message Services (Cont'd.)**

**12.1.6 Blocking Access:** Every telephone company shall, except to the extent that written authorization is required by a customer for availability of access to all or certain types of telephone message services, provide to customers the option of having access to such telephone message services blocked. The telephone company may not charge the customer any fee or other cost for blocking access to availability of telephone message services unless such telephone company has already provided such blocking to the customer without fee.

**12.1.7 Enforcement:**

- (A) The Commission shall promulgate rules or regulations to ensure the compliance of telephone companies providing messages covered by this section.
- (B) The failure of a telephone company to comply with this section shall be a violation of this section and the telephone company shall be subject to enforcement proceedings pursuant to Section 502 (relating to enforcement proceedings by Commission).
- (C) Failure of a telephone message service to comply with this section shall be a violation of the act of December 17, 1968 (P.L. 1224, No. 387), known as the Unfair Trade Practices and Consumer Protection Law, and 18 Pa.C.S. Ch. 39 (relating to theft and related offenses).

**12.2 Dissemination of Telephone Numbers and Other Identifying Information:**

**12.2.1 General Rule:** Notwithstanding any other provision of law, but subject to the provisions of this title, any telephone call identification service offered in this Commonwealth by a public utility or by any other person, partnership, association or corporation that makes use of the facilities of a public utility shall be lawful if it allows a caller to withhold display of the caller's telephone number and other identifying information on both a per-call and per-line basis from the telephone instrument of the individual receiving the telephone call.

**12.2.2 Charge Prohibited:** There shall be no charge to the caller who requests that the caller's telephone number and other identifying information be withheld on a per-call basis. This service shall provide to the calling party only the ability to selectively unblock at no charge on a per-call basis a blocked line using a means which differs from the means to activate per-call blocking. Per-line blocking will be free for the first instance. Tariffed rates will apply in the case where a customer subscribes to per-line blocking, cancels per-line blocking, and requests reinstatement of per-line blocking. Per-line blocking is transferable to a new location for the same customer. Tariff rates will not apply to victims of domestic violence receiving services from a domestic violence program or protected by a court order; or to social welfare agencies such as a women's shelters, health and counseling centers, public service hotlines and their staffs. In addition to preventing the transfer of caller identification information, per-call and per-line blocking provide to automatically prevent the completion of telephone calls to customers who do not wish to receive calls from callers that withhold their telephone number or other identifying information.

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**SECTION 12.0 – TELEPHONE MESSAGE SERVICES****12.2 Dissemination of Telephone Numbers and Other Identifying Information (Cont'd.)****12.2.2 Charge Prohibited (Cont'd.)**

telephone service. The commission shall also direct that, as soon as practicable, any public utility or any other person, partnership, association or corporation that makes use of the facilities of a public utility which provides this service shall also provide to the calling party only the ability to selectively unblock at no charge on a per-call basis a blocked line using a means which differs from the means to activate per-call blocking. The commission, in the interest of balancing respective privacy interests, shall also permit a tariffed service that automatically prevents the completion of telephone calls to customers who do not wish to receive calls from callers that withhold their telephone number or other identifying information, the terms and conditions of such a tariff shall be subject to commission approval.

**12.2.3 Notice:** A public utility offering a call identification service shall notify its subscribers that their calls may be identified to a called party at least 60 days before the service is offered and shall clearly advise its subscribers of their ability to withhold their telephone number and other identifying information on both a per-call and a per-line basis. The form of the required notices must be approved by the commission.

**12.2.4 Exceptions:** Notwithstanding any other provision of law, but subject to the provisions of this title, provision of any of the following caller identification services shall be lawful even if the caller cannot withhold display of the caller's telephone number and other identifying information from the instrument of the individual receiving the telephone call:

- (A) An identification services which is used within the same limited system, including a Centrex or private branch exchange (PBX) system, as the recipient telephone.
- (B) An identification service which is used on a public agency's emergency telephone line or on the line which receives the primary emergency telephone number 911.
- (C) An identification service provided in connection with any "800" or "900" access code telephone service until the public utility develops the technical capability to comply with subsection (a), as determined by the commission. Until such capacity is developed, telephone subscribers shall be notified annually by the public utility that use of an "800" or "900" number may result in the disclosure of the subscriber's telephone number or other identifying information to the called party.
- (D) An identification service for which the identification information is a necessary component of the communication being conveyed and for which, without such information, the called party would not reasonably be able to act upon or otherwise use the other portions of the communication. This exception is intended to cover services, such as health alert, home monitoring and other similar telemetry services.

**SECTION 13.0 - RESERVED FOR FUTURE USE****13.1 *Inside Wire Maintenance Plan***

The Inside Wire Maintenance (IWM) Plan is an optional service BCM provides its telephone customers to guard the customer against unforeseen maintenance or repairs to the customer's telecommunication wires and/or phone jacks.

IWM covers the service call, diagnosis of the problem, and repair of certain types of damage to the telecommunication wires traveling from the NID up to the phone jacks inside the premise. IWM also covers the phone jacks inside the premise.

Some conditions are **not covered** by IWM. This plan does not cover the following:

- Damages or problems that existed prior to the activation of IWM
- Repairs to any customer premise equipment (phones, phone cords, faxes, modems, etc.)
- Repairs to any telecommunication wire connecting customer premise equipment to a phone jack.
- Damages or problems caused by inappropriate or non-standard telecommunication wiring practices
- Damages or problems caused by negligent or intentional acts by customer, or any third party not authorized by BCM Communications
- Damage or problems caused by using faulty or defective equipment such as faxes, modems, phones, answering machines, surge protectors, etc.
- Damage or problems caused by alterations or additions to the telecommunications wires connecting the NID to phone jacks that are not authorized by BCM Communications
- Repair to any exterior phone jack
- Repair of wiring in boat slips and special waterproof boat cords and jacks
- Removal of hard-wired phones and their replacement with modular phone jacks
- Damage or problems caused by wire taps
- Damages or problems occurring in the horizontal or riser cable found in multi-unit dwellings
- Damages or problems of the telecommunication wires occurring in commercially owned properties or other commercial multi-unit dwellings such as apartments
- IWM is not available with certain services such as WATS and 800 services

**Availability**

Service is available in both Verizon West, and Verizon East for Business.

**Limitations/Restrictions**

Service available **only** on POTS, Centrex, Analog PBX or ISDN BRI classes of service on Wholesale Advantage and Resale lines.

**Pricing****Monthly Recurring Charge**

Pennsylvania	\$2.00/line
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**SECTION 14.0 - PROMOTIONAL OFFERINGS / CONTRACTS & ICB****14.1 Special Promotions**

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Customers will be notified of promotions via bill inserts and advertising campaigns. Requests for promotional offerings will be presented to the Commission on one (1) day notice for its review and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

**14.2 Contract Rates / Individual Case Basis (ICB) Arrangements**

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an individual case basis (ICB). ICB rates, terms and conditions will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be incorporated into, and be part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

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Effective: March 4, 2015

SWITCHED ACCESS SERVICES TARIFF

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLICABLE TO THE PROVISION OF  
SWITCHED ACCESS PROVIDER SERVICES

OF

**BCM ONE, INC.**

IN THE COMMONWEALTH OF PENNSYLVANIA

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business: 521 5<sup>th</sup> Ave., 14th Floor, New York, New York 10175.

**RECEIVED**

FEB 27 2015

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

## SWITCHED ACCESS SERVICES TARIFF

**CHECK SHEET**

Sheets of this rate sheet 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 rate sheet and are currently in effect as of the date on the bottom of this sheet.

Page Number	Revision	Page Number	Revision	Page Number	Revision
1	Original	21	Original	41	Original
2	Original	22	Original	42	Original
3	Original	23	Original	43	Original
4	Original	24	Original	44	Original
5	Original	25	Original	45	Original
6	Original	26	Original	46	Original
7	Original	27	Original	47	Original
8	Original	28	Original	48	Original
9	Original	29	Original	49	Original
10	Original	30	Original	50	Original
11	Original	31	Original	51	Original
12	Original	32	Original	52	Original
13	Original	33	Original	53	Original
14	Original	34	Original	54	Original
15	Original	35	Original	55	Original
16	Original	36	Original	56	Original
17	Original	37	Original	57	Original
18	Original	38	Original		
19	Original	39	Original		
20	Original	40	Original		

\*- indicates pages included in this filing

SWITCHED ACCESS SERVICES TARIFF

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SWITCHED ACCESS SERVICES TARIFF

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

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



SWITCHED ACCESS SERVICES TARIFF

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**RATE SHEET 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 rate sheet. 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 rate sheet approval process, the most current sheet number on file with the Commission is not always the 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).l.
- 2.1.1.A.1.(a).l.(i).
- 2.1.1.A.1.(a).l.(i).(1).

**D. Check Sheets** - When a rate sheet filing is made with the Pennsylvania Public Utility Commission, an updated Check Sheet accompanies the rate sheet filing. The Check Sheet lists the sheets contained in the rate sheet, 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 rate sheet user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Pennsylvania Public Utility Commission .

SWITCHED ACCESS SERVICES TARIFF

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**SECTION 1 – DEFINITIONS**

Certain terms used generally throughout this rate sheet 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: 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.

SWITCHED ACCESS SERVICES TARIFF

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

Company: BCM One, Inc., or BCM, issuer of this rate sheet

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 rate sheet regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

8YY Data Base Access Service: The term "8YY Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8YY 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.

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.

Inter-MTA Traffic - Wireless traffic originating on the network of a CMRS provider within one MTA and terminating to the Company's end-user subscribers in another MTA.

Intra-MTA Traffic - Wireless traffic originating on the network of a CMRS provider within a MTA and terminating to the Company's end-user subscribers in the same MTA.

SWITCHED ACCESS 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.

Local Traffic: Traffic is "Local Traffic" under this rate sheet when: (i) the call originates and terminates in the same exchange area; or (ii) the call originates and terminates within different BCM Exchanges that share a common mandatory local calling area, e.g., a mandatory Extended Local Calling Service (ELCS) or Extended Area Service areas (EAS) or other like types of mandatory local calling scopes.

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 rate sheet.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

MOU: Rates for termination of IntraMTA Traffic

SWITCHED ACCESS 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.

Optional Expanded Area Service Traffic (OEAS): Optional service found in large urban areas financed by separate charge on end users that elect service as defined by a tariff approved by the Commission.

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).

SWITCHED ACCESS 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 rate sheet.

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 rate sheet.

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.

SWITCHED ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of BCM One, Inc.****2.1.1 Scope**

BCM's services offered pursuant to this Rate Sheet are furnished for Switched Access Service. BCM may offer these services over its own or resold facilities.

BCM installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Rate Sheet. BCM 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 BCM 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.

The Company's Tariff is in concurrence with all applicable State and Federal Laws (including but not limited to, 52 Pa Code, 66 Pa. C.S. and the Communications Act of 1934 as amended by the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

**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 rate sheet 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.

SWITCHED ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of BCM One, Inc. (Cont'd.)****2.1.3 Terms and Conditions**

- A. 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 rate sheet, a month is considered to have 30 days.
- B. 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.
- C. 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.
- D. 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.



SWITCHED ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of BCM One, Inc. (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 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 rate sheet, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

SWITCHED ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of BCM One, Inc. (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.

SWITCHED ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of BCM One, Inc. (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.

SWITCHED ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of BCM One, Inc. (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 rate sheet, 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 rate sheet.
  
- 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 rate sheet 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 rate sheet.

SWITCHED ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of BCM One, Inc. (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.

SWITCHED ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of BCM One, Inc. (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.

SWITCHED ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of BCM One, Inc. (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.

SWITCHED ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of BCM One, Inc. (Cont'd.)****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 rate sheet. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 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.



SWITCHED ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of BCM One, Inc. (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 rate sheet, the responsibility of the Company shall be limited to the furnishing of facilities offered under this rate sheet 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.

SWITCHED ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of BCM One, Inc. (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 rate sheet, 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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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of BCM One, Inc. (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 rate sheet 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.

SWITCHED ACCESS 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 rate sheet;
- 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;

SWITCHED ACCESS 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.

SWITCHED ACCESS 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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**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.

SWITCHED ACCESS 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.



SWITCHED ACCESS 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 (E. 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. 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.

SWITCHED ACCESS 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.)**

- 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.

SWITCHED ACCESS 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.

SWITCHED ACCESS 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. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

Non-Recurring Charges are due and payable within 30 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. The Company 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.

SWITCHED ACCESS 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 90 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.

Any disputed charges must be paid when due. After the dispute is settled, the Customer will be credited with any payments in excess of those actually due the Company. The Company will also remit interest for all such credited amounts. Interest will be paid at rate required by the Commission for customer deposits.

**2.5.3 Refusal and Discontinuance of Service**

- 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.

SWITCHED ACCESS 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 rate sheet, 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

SWITCHED ACCESS 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 rate sheet 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 rate sheet, 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; or

2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

SWITCHED ACCESS 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 rate sheet 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.



SWITCHED ACCESS 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 rate sheet 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 the Company.

A Service Outage ends when the affected circuit and/or associated Company 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 the Company 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 (vi) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company 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.

SWITCHED ACCESS 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 rate sheet 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.

SWITCHED ACCESS 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 (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 rate sheet 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.

SWITCHED ACCESS 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).

SWITCHED ACCESS 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 rate sheet. These charges are in addition to other applicable charges set forth in other sections of this rate sheet.

**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.

## SWITCHED ACCESS SERVICES TARIFF

**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)****3.2 Miscellaneous Charges**

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 Change, DS0/DS1 <sup>2</sup>	\$150, per circuit
Design Change, DS3 and higher <sup>2</sup>	\$300, per circuit
Administrative Processing <sup>2</sup>	\$25, per order

<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.

SWITCHED ACCESS 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.

SWITCHED ACCESS 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.



SWITCHED ACCESS 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 FG Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8YY + NXX + XXXX call is originated by an End User or other users of the Company's services, the Company will perform Customer identification based on screening of the full ten-digits of the 8YY number to determine the Customer location to which the call is to be routed. This Tariff applies only to intrastate 8YY calls originated by End Users and other users of the Company's services served by the Company.

**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, d.c. continuity and operational signaling.

SWITCHED ACCESS 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:

The Company offers Tandem Switching Access Service, Local Switching Access Service – Direct Connection, and Local Switching Access Service – Indirect Connection.

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. |

SWITCHED ACCESS SERVICES TARIFF

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**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)****5.2 Rate Categories****5.2.1 Tandem Switching Access Service (Originating and Terminating)**

Tandem Switching is an access service providing transmission and tandem switching between the Customer designated premises and the Company switch(es) where the Customer's traffic is switched from or to an entity other than an End User for purposes of originating or terminating the Customer's communications. The Tandem Switching Access Service composite rate is comprised of the following rate elements: tandem switching charges, tandem termination charges, and tandem facility mileage charges.

**5.2.2 Local Switching Access Service - Direct Connection (Originating and Terminating)**

Local Switching Access Service - Direct Connection is an access service providing the Customer connections to and use of end office switching equipment for the origination or termination of the Customer's communications to the Company's End Users. The Local Switching Access Service - Direct Connection rate consists of end office switching charges and may also include a DS3 trunk port charge. With Direct Connection, Customer is responsible for ordering or providing the DS3 facility to the Company's point of presence in the access tandem serving area. The DS3 trunk port charge applies on an Individual Case Basis when the Customer is not collocated with the Company's switch. The rate will not exceed that of the competing ILEC rate for the same function.

**5.2.3 Local Switching Access Service - Indirect Connection (Originating and Terminating)**

*Local Switching Access Service - Indirect Connection is an access service providing the Customer use of and office switching equipment for the origination or termination of the Customer's communications to the Company's End Users as well as transport to or from the Customer's tandem provider. The Local Switching Access Service – Indirect Connection composite rate is comprised of the following rate elements: end office switching charges, tandem termination charges, and tandem facility mileage charges.*

SWITCHED ACCESS SERVICES TARIFF

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**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**

**5.2 Rate Categories, (Cont'd.)**

5.2.4 Toll-Free 8YY Data Base Query

The Toll-Free 8YY Switched Access Service is an originating access service in which the Company delivers Toll Free calls to Customers. Rate elements apply as set forth in Section 5.4.5.

5.2.5 Optional Features

Other optional features may be available on an Individual Case Basis (ICB).

SWITCHED ACCESS 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 or other 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.

SWITCHED ACCESS SERVICES TARIFF

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**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)****5.4 Rates and Charges**

## 5.4.1 Tandem Switching Access Service

Tandem Transport Termination, Per Minute	
Originating	\$0.00003
Terminating	\$0.00003

Tandem Transport Facility, Per Minute	
Originating	\$0.001581
Terminating	\$0.001581

Tandem Switching, Per Minute	
Originating	\$0.001684
Terminating	\$0.001684

## 5.4.2 Local Switching Access Service – Direct Connection

## A. End Office Switching, Per Minute

Originating	\$0.002227
Terminating	\$0.002227

## B. DS3 Trunk Port ICB

## SWITCHED ACCESS SERVICES TARIFF

**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)****5.4 Rates and Charges, (Cont'd.)**

## 5.4.3 Local Switching Access Service – Indirect Connection

Tandem Transport Termination, Per Minute	
Originating	\$0.00003
Terminating	\$0.00003

Tandem Transport Facility, Per Minute	
Originating	\$0.001581
Terminating	\$0.001581

Local Switching	
Originating	\$0.002227
Terminating	\$0.002227

## 5.4.4 Toll-Free 8YY Data Base Query

Per Query	\$0.0040530
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## 5.4.5 Toll Free 8YY Switched Access Service

Originating from the Company's End Users: Local Switching Access Service – Direct Connection or – Indirect Connection rates will apply, as appropriate.

Originating from parties that are not the Company's End Users: Tandem Switching Service rate will apply.

## 5.4.6 Switched Access Optional Features

All Optional Features are offered on an Individual Case Basis (ICB).

## 5.4.7 Common Carrier Line Charge

Originating	\$0.0000000
Terminating	\$0.0000000

## 5.4.8 SS7 Signaling

Originating	\$0.003803
Terminating	\$0.003803

SWITCHED ACCESS SERVICES TARIFF

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**SECTION 6 - LOCAL TRAFFIC EXCHANGE AND TERMINATION****6.1 General**

This section establishes the methodology for the exchange and termination of local traffic for carriers that do not have an interconnection agreement with the Company.

**6.2 Ordering Conditions**

The 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.

**6.3 Local Traffic Compensation**

Local traffic exchange will be conducted under a Bill and Keep arrangement. All local traffic will be exchanged under a Meet Point Billing Arrangement unless and until either the Commission or FCC requires an alternative approach for the exchange of usage information for such traffic for use by all industry participants, pursuant to which the Company and the Terminating Carriers shall recover the costs of transporting and terminating such traffic on their networks from other parties in accordance with the then applicable regulations, including to the extent practicable, any Internet Service Provider access charge exemption. This provision does not apply to access traffic, transit traffic, or wireless traffic.



SWITCHED ACCESS SERVICES TARIFF

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**SECTION 7 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS****7.1 Contracts**

The Company may provide any of the services offered under this rate sheet, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be *made available to similarly situated Customers in substantially similar circumstances*. Rates in other sections of this rate sheet do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

**7.2 Individual Case Basis Arrangements**

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. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

SWITCHED ACCESS SERVICES TARIFF

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**SECTION 8 - MISCELLANEOUS SERVICES****8.1 Wireless Termination Service**

This tariff applies to intraMTA traffic originated by a Commercial Mobile Radio Service (CMRS) provider and terminated to end-user subscribers of the Company (i.e., wireless to wireline traffic) without the direct interconnection of the CMRS provider's and the Company's networks and where the CMRS provider is physically connected with and delivers traffic to a third party ILEC(s) which in turn delivers the traffic to the Company.

- 8.1.1 This service is provided to Commercial Mobile Radio Service (CMRS) providers licensed by the Federal Communications Commission (FCC).
- 8.1.2 Wireless Termination Service is limited to wireless-to-wireline traffic that originates and terminates within the same Major Trading Area (MTA) (i.e., intraMTA traffic). The Major Trading Area as defined in 47 C.F.R. paragraph 24-102 of the FCC Rules and Regulations.
- 8.1.3 Wireless Termination Service is not available to wireless-to-wireline traffic that originates and terminates in two different MTAs (i.e., interMTA traffic). In those situations where a CMRS provider terminates interMTA traffic to the end-user subscribers of the Company then the rates, terms and conditions of the appropriate access tariff of the Company (either intrastate or interstate) will apply.
- 8.1.4 These Regulations and Rates are in addition to the Regulations, Rate and Charges in other Company tariffs.

SWITCHED ACCESS SERVICES TARIFF

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**SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)****8.1 Wireless Termination Service, (cont'd.)**

- 8.1.5 This tariff applies except as otherwise provided in 1) an interconnection agreement between the CMRS provider and the Company approved by the Commission pursuant to the Act; or 2) a terminating traffic agreement between the CMRS provider and the Company approved by the Commission.
- 8.1.6 The Company shall issue a bill to the CMRS provider based on the best information available to the Company including, but not limited to, records of terminating traffic created by the Company at its end office or tandem switch. If possible, the CMRS provider will provide to the Company billing records in standard industry formats regarding calls it originates that terminate on the Company's network. Records will be provided at an individual call detail record, if possible, with sufficient information to identify the specific date and time of the call, the call duration, and the originating and terminating numbers. If a CMRS provider is unable to provide billing records of the calls that it originates to the Company, the Company may use usage reports and/or records generated by a third party ILEC whose network is used to transit the traffic as the basis for billing the CMRS provider. If the CMRS provider is unable to provide billing records, the CMRS provider will have the responsibility of providing, on a quarterly basis (or as otherwise agreed to by the Company), a report to the Company providing the percentage of the CMRS provider's traffic terminated to the Company that is intraMTA or interMTA traffic. The report will also detail what percentage of the interMTA traffic is intrastate and what percentage is interstate. Such reports shall be based on studies of actual traffic originated by the CMRS provider and terminated to the Company.

SWITCHED ACCESS SERVICES TARIFF

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**SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)****8.1 Wireless Termination Service, (cont'd.)**

- 8.1.7 Reports regarding the percentages of intraMTA or interMTA traffic (and the intrastate or interstate jurisdiction of interMTA traffic) shall be based on a reasonable traffic study conducted by the CMRS providers and available to the Company upon request. Such studies shall be conducted no less frequently than once each quarter to ensure that the CMRS provider is using an accurate intraMTA/interMTA percentage. The CMRS provider shall pay the Company for all charges in accordance with the rates set forth in this tariff. Such payments are to be received within thirty (30) days from the effective date of the billing statement. The CMRS provider shall pay a late charge on any undisputed charges which are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The CMRS provider shall pay the Company the reasonable amount of the Company's expenses related to collection of overdue bills, such amounts to include reasonable attorney fees. The CMRS provider will be responsible for the accuracy and quality of its data as submitted to the Company. Upon reasonable written notice, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider to give assurances of compliance with the provisions of this tariff. This includes on-site verification reviews at the CMRS provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures and other information related to the traffic originated by the CMRS provider and terminated to the Company. The CMRS provider will provide the Company with reasonable access to such information as is necessary to determine amounts payable under this tariff.
- 8.1.8 If the CMRS provider fails to comply with any of the terms and conditions of this tariff, including any payments to be made by it on the dates and times herein specified, the Company, may on five (5) day's written notice by Certified U .S. Mail to the CMRS provider, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying CMRS provider at any time thereafter, or may discontinue the provision of the services to the non-complying CMRS provider at any time thereafter. In the case of such discontinuance, all applicable tariff charges shall become due. If the Company is unable to effectuate discontinuance of service at its own office it may request the assistance of other LECs with whom the Company's network is connected.

SWITCHED ACCESS SERVICES TARIFF

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**SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)**

**8.1 Wireless Termination Service, (cont'd.)**

8.1.9 Rates and Charges

Rates for termination of IntraMTA Traffic (per MOU):

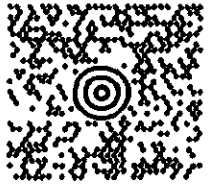
\$0.016194 per minute

LANCE J.M. STEINHART  
770-232-9200  
LANCE J.M. STEINHART, P.C.  
1725 WINDWARD CONCOURSE  
ALPHARETTA GA 30005

6 LBS PAK 1 OF 1

**SHIP TO:**

PENNSYLVANIA PUBLIC UTILITY COMMISS  
COMMONWEALTH KEYSTONE BUILDING  
400 NORTH STREET  
**HARRISBURG PA 17120-0200**



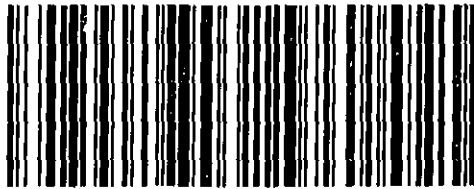
**PA 171 9-20**



**UPS NEXT DAY AIR**

TRACKING #: 1Z W18 567 01 9771 2580

**1**



BILLING: 3RD PARTY

**RECEIVED**

**FEB 27 2015**

Reference #1: BCM PA PSC Name Change Filing

Reference #2: BCM PA PSC Name Change Filing

PA PUBLIC UTILITY COMMISSION



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