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July 18, 2002

JUL 17 2002

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

DOCUMENT  
FOLDER

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
Post Office Box 3265  
Harrisburg, PA 17105-3265

Dear Mr. McNulty:

A-311140

In compliance with the Commission's Order entered May 14, 2002 in Docket No. A-311140, enclosed on behalf of AT&T Broadband Phone of Pennsylvania, LLC are an original and three copies of Initial Tariffs PA PUC No. 1 and PA PUC No. 2. As directed by the Order, the tariffs are filed to become effective on one days notice, July 19, 2002.

Please let me know if you have any questions.

Very truly yours,

*Michael J. Nolen*

Enclosure

cc: W. Barrett, Fixed Utility Services Bureau  
Office of Consumer Advocate  
Office of Small Business Advocate  
Office of Attorney General  
Verizon Pennsylvania, Inc.

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A-31140

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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**AT&T BROADBAND PHONE  
OF PENNSYLVANIA, LLC**

**INTEREXCHANGE SERVICE**

DOCUMENT  
FOLDER

**NOTICE**

DOCKETED  
JUL 18 2002

ISSUED: July 18, 2002  
By:

David Lloyd, Director - Tariffs  
188 Inverness Drive West  
Englewood, Colorado 80112

EFFECTIVE: July 19, 2002

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**AT&T BROADBAND INTEREXCHANGE SERVICE**

This filing implements AT&T Broadband Phone Interexchange Service as provided by AT&T Broadband Phone of Pennsylvania, LLC. The following pages are included in this filing:

1. Title Page, Original Sheet 1
2. List of Changes, Original Sheet 1
3. Check Sheet, Original Sheet 1
4. Table of Contents, Original Sheets 1-4
5. Section 1, Application of Tariff, Original Sheets 1-3
6. Section 2, General Regulations, Original Sheets 1-15
7. Section 3, Message Telecommunications Service, Original Sheets 1-13
8. Section 4, Promotional Offerings, Original Sheet 1

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Englewood, Colorado 80112

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AT&T BROADBAND INTEREXCHANGE SERVICE

CHECK SHEET

Original and revised sheets as named below comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of the check sheet. An asterisk (\*) indicates the most current revision.

<u>Sheet No.</u>	<u>Revision No.</u>	<u>Sheet No.</u>	<u>Revision No.</u>
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11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
		Section 4	
		1	Original

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AT&T BROADBAND INTEREXCHANGE SERVICE

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AT&T BROADBAND INTEREXCHANGE SERVICE

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**AT&T BROADBAND INTEREXCHANGE SERVICE**

**1. APPLICATION OF TARIFF**

**1.1. GENERAL**

This Tariff applies to the furnishing of AT&T Broadband Interexchange Service, defined herein, by AT&T Broadband Phone of Pennsylvania, LLC (hereinafter referred to as the "Company"). AT&T Broadband Interexchange Service is furnished for the use of end users in placing and/or receiving long distance telephone calls within the state of Pennsylvania.

The provision of AT&T Broadband Interexchange Service is subject to existing regulations and terms and conditions specified in this Tariff and the Company's other tariffs and service guides, and may be revised, added to, or supplemented by superseding issues.

In addition to the regulations and charges herein, this Tariff is subject to specific regulations as set forth in the Pennsylvania Code Title 52 Public Utilities, and other regulations as may be prescribed by the Pennsylvania Public Utility Commission.

**1.2. TARIFF REVISION SYMBOLS**

Revisions to this Tariff are coded through the use of symbols. These symbols appear in the right hand margin of the page. The following tariff revision symbols are used for the purposes indicated below.

(C) - To signify changed regulation

(D) - To signify decreased rate

(I) - To signify increased rate

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AT&T BROADBAND INTEREXCHANGE SERVICE

1. APPLICATION OF TARIFF

1.3. DEFINITIONS

Access Line

An arrangement that connects the customer's location to the Company's designated point of presence or network switching center.

Account

The customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access line billed to the same customer address.

Authorized User

A person, firm or corporation, or any other entity authorized by the customer to communicate utilizing the Company's services.

Company

Whenever used in this Tariff, "Company", or "AT&T Broadband Phone" refers to AT&T Broadband Phone of Pennsylvania, LLC, unless otherwise specified.

Customer

The person or legal entity that subscribes to service under this Tariff and is responsible for payment of tariffed charges for services furnished to the customer.

Exchange

A specified geographic area established for the furnishing of communication service. It may consist of one or more central offices together with the associated plant used in furnishing service within that area.

Facilities

Supplemental equipment, apparatus, wiring, cables and other materials and mechanisms necessary to or furnished in connection with communications service.

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AT&T BROADBAND INTEREXCHANGE SERVICE

1. APPLICATION OF TARIFF

1.3. DEFINITIONS (CONT'D)

Local Access and Transport Area (LATA)

A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Long Distance Call

Any call extending beyond the exchange of the caller which is rated on a long distance schedule by a long distance provider.

Point of Presence

Location of the serving central office associated with access to the Company's network.

"Public Utility Commission" or "Commission"

The Pennsylvania Public Utility Commission

User

A customer, or any other person authorized by a customer to use service provided under this Tariff.

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**AT&T BROADBAND INTEREXCHANGE SERVICE**

**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY**

**2.1.1. GENERAL**

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified herein. The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available 24 hours per day, seven days per week. A month is considered to have 30 days for the purpose of computing charges in this Tariff.

Services, features and functions will be provided where facilities, including but not limited to billing and technical capabilities, are available without unreasonable expense to the Company.

In the event of a dispute, the non-prevailing party may be liable for reasonable court costs and attorneys' fees.

**2.1.2. PROVISION OF EQUIPMENT AND FACILITIES**

- A. The Company shall use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the customer with the regulations contained in this Tariff. The Company does not guarantee availability, except as stated or expressly provided for in this Tariff.
- B. The Company shall use reasonable efforts to maintain facilities and equipment used to provide services 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.

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AT&T BROADBAND INTEREXCHANGE SERVICE

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.3. CUSTOMER EQUIPMENT

A customer may transmit or receive information or signals via the facilities of the Company by use of customer-provided equipment.

A. Station Equipment

Customer-provided terminal equipment on the customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the customer. Additionally, the Company-provided equipment shall be maintained by the customer, and the electric power consumed by such equipment, shall be at the expense of the customer.

The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with Company 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 must be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the customer's expense.

B. Inspections

Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements specified in this Tariff.

If the customer fails to comply with the protective requirements described in A., above, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company may immediately, and without notice, deny service when the customer (a) subjects Company or non-Company personnel to hazardous conditions, (b) circumvents the Company's ability to charge for its services, prevent and protect against fraud, or (c) acts in a way that may cause immediate harm to the local network or other Company services.

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**AT&T BROADBAND INTEREXCHANGE SERVICE**

**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY (CONT'D)**

**2.1.4. ABUSE AND FRAUDULENT USE**

Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may, in accordance with Section 2.4 following, discontinue, suspend, or refuse to furnish any and/or all service(s) without incurring any liability if the Company deems that such action is necessary to prevent or to protect against abuse or fraud or to otherwise protect its personnel, agents, facilities, assets or services.

Except for willful misconduct, the discontinuance or suspension of service by the Company does not relieve the customer of any obligation to pay the Company for charges due and owed for service furnished up to the time of discontinuance or suspension.

**A. Abuse**

The abuse of service is prohibited. The following activities constitute abuse:

1. Using the service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another.
2. Using the service in such a way that it interferes unreasonably with the use of the service by others.

**B. Fraudulent Use**

The fraudulent use of, or the intended or attempted fraudulent use of, the service is prohibited. The following activities constitute fraudulent use:

1. Rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish local service.
2. Using the service with the intent of gaining access to another customer's outbound calling capabilities on an unauthorized basis.

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**AT&T BROADBAND INTEREXCHANGE SERVICE**

**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY (CONT'D)**

**2.1.4. ABUSE AND FRAUDULENT USE (CONT'D)**

B. Fraudulent Use (Cont'd)

3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false representation, false credit devices or electronic devices to defraud or mislead callers.
4. Refusing to provide, or providing false information to the Company regarding the customer's identity, address, credit worthiness, current or past use of telecommunications services or its planned use of the Company's service.
5. Refusing to provide payment, or security for the payment for service(s), advance payments or deposits as specified in this Tariff.

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AT&T BROADBAND INTEREXCHANGE SERVICE

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.5. LIMITATIONS

- A. Service is offered subject to the availability of facilities and provision of this Tariff. The Company's obligation to furnish facilities and service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities from the underlying carrier, if an underlying carrier is involved.
- B. The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's property, service or economic conditions.
- C. The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.
- D. The Company reserves the right to discontinue furnishing service (or limit the use of service) when necessitated by conditions beyond its control, or when the customer is using service in violation of the law or the provisions of this Tariff.
- E. All facilities provided under this Tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- F. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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AT&T BROADBAND INTEREXCHANGE SERVICE

2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY

2.2.1. SERVICE LIABILITY

- A. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. In no event shall the Company be liable for special reliance, consequential or other such damages. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Tariff as a Credit Allowance for Interruptions.
- B. The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a service.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:
  - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
  - 2. Claims for patent infringement arising from the customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
  - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.
- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer and authorized user from any and all claims by any person relating to the services so provided.

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**AT&T BROADBAND INTEREXCHANGE SERVICE**

**2. GENERAL REGULATIONS**

**2.2. LIABILITY OF THE COMPANY (CONT'D)**

**2.2.1. SERVICE LIABILITY (CONT'D)**

- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the customer and authorized user against claims of patent infringement arising solely from the use by the customer or authorized user of services offered under this Tariff and will indemnify such customer or authorized user for any damages awarded based solely on such claims.
  
- G. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotion, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.

**2.2.2. CREDIT ALLOWANCE FOR INTERRUPTIONS**

- A. It shall be the customer's obligation to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment furnished by the customer and connected to the Company's facilities.

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AT&T BROADBAND INTEREXCHANGE SERVICE

2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY (CONT'D)

2.2.2. CREDIT ALLOWANCE FOR INTERRUPTIONS (CONT'D)

- B. When the customer's service is interrupted for a period of at least 24 hours, the Company, after due notice by the customer, shall apply the following schedule of allowances except in situations as provided in Paragraph 3, following.
1. 1/30 of the tariff monthly rate of all services and facilities furnished by the Company rendered inoperative by the Company to the extent of being useless for each of the first three full 24-hour periods during which the interruption continues after notice by the customer, when the out-of-service period extends beyond a minimum period of 24 hours.
  2. 2/30 of each full 24 hour period beyond the first three 24 hour periods. However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company rendered inoperative to the extent of being useless.
  3. When service is interrupted for a period of at least 24 hours due to such factors as storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the Company rendered inoperative to the extent of being useless shall apply for each full 24 hours during which the interruption continues after notice by the customer to the Company.
- C. Nothing contained herein and no tariff adopted hereto shall limit any responsibility or liability on the part of the Company to a customer which would exist pursuant to law but for this rule and said Tariff.
- D. The foregoing allowances shall not be applicable where service is interrupted by the negligence or willful act of the customer to service, or where the Company pursuant to the terms of the contract for service suspends or terminates service for non-payment of charges or for unlawful or improper use of facilities or for any other reason provided for in this Tariff.

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AT&T BROADBAND INTEREXCHANGE SERVICE

2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY (CONT'D)

2.2.3. LIMITATION OF LIABILITY

A. Unauthorized Computer Intrusion

With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

B. Transmission of Data

The Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

C. Unauthorized Devices

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

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**AT&T BROADBAND INTEREXCHANGE SERVICE**

**2. GENERAL REGULATIONS**

**2.3. PAYMENTS AND CHARGES**

**2.3.1. ESTABLISHMENT AND REESTABLISHMENT OF CREDIT**

In order to insure the payment of all charges due from its services, the Company may require a customer to establish and maintain his credit in one of the following ways: (1) by furnishing references suitable to the Company; (2) by providing a suitable guarantee in writing, in form prescribed by the Company; or (3) by means of a cash deposit.

**2.3.2. BILLING AND COLLECTION**

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

The Company will establish a monthly billing date for each customer account and shall bill all charges incurred by and credits due to the customer under this Tariff. Recurring charges are billed in advance of the month(s) in which service is provided, except where prohibited by law. Usage sensitive charges will be billed for the preceding billing period. Recurring charges and usage sensitive charges for the Federal Government will be billed in arrears. Bills are due by the payment due date shown on the bill.

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**AT&T BROADBAND INTEREXCHANGE SERVICE**

**2. GENERAL REGULATIONS**

**2.3. PAYMENTS AND CHARGES (CONT'D)**

**2.3.3. BILLING DISPUTES**

The customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. All charges not in dispute shall be paid by the customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in this Tariff. In the case of unresolved disputes the customer may contact the Bureau of Consumer Services at the following address:

The Bureau of Consumer Services  
The Pennsylvania P.U.C.  
P.O. Box 3265  
Harrisburg, PA 17120  
Telephone No: 1-800-782-1110

**2.3.4. ADVANCE PAYMENTS**

The Company may require a customer to make an advance payment before services and facilities are furnished in the following cases: (1) the construction of facilities and furnishing of special equipment, or (2) temporary service for short-term use. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be credited to the customer's initial bill. An advance payment may be required in addition to a deposit.

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**AT&T BROADBAND INTEREXCHANGE SERVICE**

**2. GENERAL REGULATIONS**

**2.3. PAYMENTS AND CHARGES (CONT'D)**

**2.3.5. DEPOSITS**

Deposits may be required from customers whose credit history is unacceptable or unavailable. Deposits will be collected and returned in accordance with Commission regulations at 52 PA Code, Chapter 64.31-64.41.

The fact that a deposit may have been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to the prompt payment of bills or constitutes a waiver or modification of the regular practices providing for discontinuance of service for non-payment of any sums due the Company for service rendered.

**2.3.6. RETURNED CHECK CHARGE**

The customer will be assessed a charge of fifteen dollars (\$15.00) for each check, draft, or electronic funds transfer, in addition to any late payment charges as specified in Section 2.3.7, submitted by the customer to the Company which a financial institution refuses to honor.

**2.3.7. LATE PAYMENT CHARGE**

When payment of any billed amount is not received within five (5) days after the due date, the unpaid balance carried forward to the next month's bill may be subject to a late payment charge in the amount of 1.25% of the unpaid balance for residential customers, and 1.5% of the unpaid balance for business customers. Late payment charges do not apply to the disputed amounts portion of unpaid balances, if resolved in favor of the customer. The disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment charge as of the original due date noted on the customer's bill. Undisputed amounts of the same bill may be subject to the late payment charge if they remain unpaid by the due date on the customer's bill.

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**AT&T BROADBAND INTEREXCHANGE SERVICE**

**2. GENERAL REGULATIONS**

**2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE**

**2.4.1. CANCELLATION OF SERVICE**

The customer may cancel service at any time upon written or oral notice to the Company. Upon such termination the customer shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

**2.4.2. DISCONTINUANCE OF SERVICE**

- A. The Company may suspend service under the following conditions provided that, unless otherwise stated, the customer shall be given seven (7) days written notice to comply with any rule or remedy any deficiency:
1. For nonpayment of an undisputed delinquent account or the undisputed portion of an account where a dispute exists as to part but not all of an amount billed by the Company,
  2. For failure to provide a guarantee or establish credit, or the failure to comply with the material terms of a payment agreement.
  3. For use of telephone service for any property or purpose other than that described in the application.
  4. In the event of abandonment of the service or any other violation by the customer of the rules, regulations or conditions under which service is furnished.
  5. Any use of service by a customer in such a manner as to interfere unreasonably with or impair the use of service rendered to one or more other customers or that is used for any purpose other than as a means of communication.
  6. Violation of any tariff provision so as to threaten the safety of any person or the integrity of the service delivery system of the Company.
  7. Fraud or material misrepresentation of identity to obtain telephone service.
  8. Unpaid indebtedness for telephone service previously furnished by the Company in the name of the customer within four (4) years of the date the bill is rendered.

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**AT&T BROADBAND INTEREXCHANGE SERVICE**

**2. GENERAL REGULATIONS**

**2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE (CONT'D)**

**2.4.2. DISCONTINUANCE OF SERVICE (CONT'D)**

- A. The Company may suspend service under the following conditions provided that, unless otherwise stated, the customer shall be given seven (7) days written notice to comply with any rule or remedy any deficiency: (Cont'd)
- 9. In the event of unauthorized or fraudulent use of service.
  - 10. Without notice when the use of the service by a customer endangers the safety of a person or appears likely to prove physically harmful to the service delivery system of the Company. At the time of suspension, the Company will mail a notice of suspension to the customer's billing address.
- B. Pursuant to notice to the customer in accordance with Commission regulation at 52 PA Code, Chapter 64.123, when at least ten (10) days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension due to any of the following reasons: 1) failure to make satisfactory arrangements to pay arrearages; 2) failure to post a deposit, furnish a third-party guarantee or otherwise establish credit; 3) failure to meet the requirements of a payment agreement; or 4) failure to give adequate assurances that an unauthorized use or practice will cease.

**2.4.3. RESTORATION OF SERVICE**

A reconnection fee per occurrence may be charged when service is re-established for customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a customer premises visit is required, an additional fee may be charged.

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**AT&T BROADBAND INTEREXCHANGE SERVICE**

**2. GENERAL REGULATIONS**

**2.5. PROVISION FOR CERTAIN LOCAL TAXES AND FEES**

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the customers in such political entity pro rata on the basis of the revenue derived by the Company from each such customer, an amount sufficient to recover any such tax or fee, and may list this amount separately on the bill.

**2.6. NOTICES AND COMMUNICATIONS**

All notices or other communications required to be given pursuant to this Tariff will be in writing except where notice is provided in this Tariff. 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, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the customer shall advise the other party of any changes to the addresses designated for notices, other communications, or billing.

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**AT&T BROADBAND INTEREXCHANGE SERVICE**

**3. MESSAGE TELECOMMUNICATIONS SERVICE**

**3.1. GENERAL**

Message Telecommunications Service (MTS) applies to all long distance calls made between two or more rate centers that are furnished or made available by the Company over facilities within the state. MTS provides telecommunications beyond the local serving area. MTS charges cover the service furnished between the calling and called stations.

MTS Service is available to customers located within the Company's service area who subscribe to AT&T Broadband Phone Local Service as described in AT&T Broadband Phone of Pennsylvania, LLC, PA P.U.C. Tariff No. 1.

**3.2. REGULATIONS**

**3.2.1. GENERAL**

MTS is the furnishing of facilities for telecommunication between station lines in different local service areas in accordance with the terms, conditions, and rates specified in this Tariff. The Company does not undertake to transmit messages but furnishes the use of its facilities to its customers for communications.

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AT&T BROADBAND INTEREXCHANGE SERVICE

3. MESSAGE TELECOMMUNICATIONS SERVICE

3.2. REGULATIONS (CONT'D)

3.2.2. CLASS OF CALLS

Charges apply according to the class of call the calling party selects as defined below.

A. Dial Station

Dial Station charges will apply when the customer dials the desired telephone number without the assistance of a Company Operator and the call is billed to the calling number. This includes calls forwarded by call forwarding equipment.

The Dial Station class of service also applies when the Operator:

1. Records the calling telephone number for areas without automatic recording equipment.
2. Reaches the called telephone number because of trouble on the network or because dial completion is not available.
3. Places a call for a calling party who is identified as being disabled and is unable to dial the call because of that disability.
4. Reestablishes a dialed call when there is a service fault that interrupts a call after the called person has been reached.

B. Operator Services

Operator Service rates apply to customers subscribing to MTS Service who engage the Operator's assistance in the completion of MTS calls. A per-minute usage rate and/or a per-call service charge will apply to each Operator Services call.

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AT&T BROADBAND INTEREXCHANGE SERVICE

3. MESSAGE TELECOMMUNICATIONS SERVICE

3.2. REGULATIONS (CONT'D)

3.2.3. TIMING OF CALLS

- A. On Dial Station and Operator Station calls, the timing of a call begins when the calling and called stations are connected. Calls are timed in one-minute increments.
- B. On Person-to-Person calls the timing of a call begins when the calling person is connected to a specified person, station, or an agreed alternate.
- C. Chargeable time ends when the connection is terminated at any point.
- D. The timing of a call does not include time lost due to service faults or defects that are reported to the Company.
- E. MTS usage rates are applied on the basis of whole minute intervals. The billing interval is determined by rounding up partial minutes to the next whole minute.
- F. In cases where a calling plan is billed according to the time of day and a message begins in one price period and ends in another, the price for each minute is the price in effect at the beginning of each minute of usage, unless specified otherwise in a calling plan's service description.

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**AT&T BROADBAND INTEREXCHANGE SERVICE**

**3. MESSAGE TELECOMMUNICATIONS SERVICE**

**3.3. OPERATOR ASSISTED SERVICES**

**3.3.1. OPERATOR SERVICES**

**A. Description of Service**

Operator Services rates apply to customers subscribing to MTS Service who engage the Operator's assistance in the completion of MTS calls. A per-call service charge and per-minute usage rate apply to each Operator Services call.

Customers who cannot physically dial a call may qualify for an Operator Assisted exemption which provides the customer with operator assistance at a direct dialed rate without a service charge. No application or certification is required for this program; however, the customer must request this exemption.

Operator Station charges apply when calls are completed with the assistance of a Company Operator, except as specified for Person-to-Person calls.

Person-to-Person charges apply when the calling party specifies to the Operator a particular person to be reached, or a particular station, department, or office to be reached through a PBX attendant. After the called station has been reached, if the called party is unavailable and the calling party requests or agrees to speak to a party other than the party initially specified, the call is still billed as a Person-to-Person call. The calling party is responsible for identifying the party at the called station.

A Public Payphone Surcharge applies to all completed calls placed from a public or semi-public payphone that are not paid for on a sent-paid basis, and applies in addition to any other applicable usage and service charges.

**B. Rates and Charges**

	<b><u>RATE PER MINUTE OF USE</u></b>	<b><u>SERVICE CHARGE PER CALL</u></b>
1. Operator Station		
a. Automated Calls	\$0.45	\$3.45
b. Operator Assisted Collect	0.45	4.95
c. Operator Assisted Billed to Third Number	0.45	5.50
d. Other Operator Assisted	0.45	5.50
2. Person-to-Person	0.45	9.95
3. Public Payphone Surcharge	N/A	0.30

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AT&T BROADBAND INTEREXCHANGE SERVICE

3. MESSAGE TELECOMMUNICATIONS SERVICE

3.3. OPERATOR SERVICES (CONT'D)

3.3.2. DIRECTORY ASSISTANCE SERVICE

A. Description of Service

Directory Assistance Service is furnished upon customer request for assistance in obtaining listing information for listings that are outside the Company's local calling area or LATA/NPA serving area for the originating line. Customers will be charged for all requests including requests for listings that are not available or not found.

Directory Assistance charges apply on a per call basis, with a maximum of two requested telephone numbers allowed per call. A Directory Assistance call utilizing the assistance of a Company operator will be billed the appropriate operator charge, plus the charge for Directory Assistance.

The Directory Assistance Service Charge will not be levied on an individual who affirms in writing to the Company that a visual or physical disability prevents them from using a telephone directory.

Upon receipt of the requested number the customer will be given the option of having the call completed to the requested number for an additional charge.

B. Rates and Charges

	<u>CHARGE PER CALL</u>
1. Directory Assistance Service	\$1.49
2. Directory Assistance Call Completion	0.50

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AT&T BROADBAND INTEREXCHANGE SERVICE

3. MESSAGE TELECOMMUNICATIONS SERVICE

3.3. OPERATOR SERVICES (CONT'D)

3.3.3. BUSY LINE VERIFICATION AND INTERRUPT SERVICE

A. Description of Service

Upon request of a calling party, the Operator will verify a busy condition on a called line. The Operator will determine whether the line is clear or in use and report its status to the calling party. The Operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

Busy Line Verification and Interrupt service is furnished where and to the extent that facilities permit. The customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

A charge will apply when: (1) the operator verifies that the line is busy with a call in progress, (2) the operator verifies that the line is available for incoming calls; or (3) the operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party of the name of the calling party. Charges apply for both verification and interruption.

No charge will apply when: (1) the calling party advises that the call is to or from an official public emergency agency; or (2) under conditions other than those stated in A. above.

A Busy Line Verification charge also applies for each Busy Line Interruption.

B. Rates and Charges

	<b><u>CHARGE PER USE</u></b>
1. Busy Line Verification, each	\$3.00
2. Busy Line Interrupt, each	3.00

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**AT&T BROADBAND INTEREXCHANGE SERVICE**

**3. MESSAGE TELECOMMUNICATIONS SERVICE**

**3.4. AT&T BROADBAND RESIDENTIAL LONG DISTANCE**

AT&T Broadband Residential Long Distance service is available to residential customers who subscribe to an AT&T Broadband Phone Residential Local Service offer as described in AT&T Broadband Phone of Pennsylvania, LLC, PA P.U.C. Tariff No. 1, Section 5.1.

Charges for MTS calls are determined by the class of the call and the duration of the call. The total amount of the call will be rounded to the nearest cent if the computed rate of the call results in a fractional charge.

Charges for MTS calls apply to all intrastate intraLATA and interLATA calls. Usage and service charge rates for residential interstate and international calls are specified in the AT&T Broadband Service Guide located on the internet at <http://www.attbroadband.com/tariffs/>.

**3.4.1. INTEGRATED OFFERING**

A. Description of Service

Integrated Offering long distance service is offered to customers who subscribe to the AT&T Broadband Phone Integrated Offering, as described in AT&T Broadband Phone of Pennsylvania, LLC, PA P.U.C. Tariff No. 1, Section 5.1.1. Customers subscribing to the Integrated Offering must presubscribe to the Company for both IntraLATA and InterLATA long distance.

Customers who subscribe to one of the Block-of-Time offerings will receive the following rates for Dial Station calls after the block of time is utilized.

Customers who subscribe to the "By the Minute" offer will receive the following rates on all Dial Station calls.

B. Rates and Charges

	<b><u>RATE PER MINUTE OF USE</u></b>
1. Block-of-Time Offers, each additional minute of use over the block of time	\$0.07
2. "By the Minute" Offer	0.07

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**AT&T BROADBAND INTEREXCHANGE SERVICE**

**3. MESSAGE TELECOMMUNICATIONS SERVICE**

**3.4. AT&T BROADBAND RESIDENTIAL LONG DISTANCE (CONT'D)**

**3.4.2. LOCAL ONLY OFFERS**

A. Description of Service

Long distance service is available to residential customers located within the Company's serving area who subscribe to the AT&T Broadband Phone Local Only or Basic Local Only offers, as described in AT&T Broadband Phone of Pennsylvania, LLC, PA P.U.C. Tariff No. 1, Section 5.1.2. Customers who subscribe to one of these offers and choose the Company as their IntraLATA long distance provider will receive the following rates on all Dial Station calls.

	<b><u>RATE PER MINUTE OF USE</u></b>
B. Rates and Charges	
1. IntraLATA	\$0.07
2. InterLATA	
a. Peak (Monday-Friday 7AM-7PM)	0.30
b. Off-Peak (Monday-Friday 7PM-7AM, & Holidays)	0.22
c. Weekend (All Day Sat. & Sun.)	0.12

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**AT&T BROADBAND INTEREXCHANGE SERVICE**

**3. MESSAGE TELECOMMUNICATIONS SERVICE**

**3.5. AT&T BROADBAND BUSINESS LONG DISTANCE**

**3.5.1. DESCRIPTION OF SERVICE**

The AT&T Broadband Business Calling Plan is provided to customers who subscribe to AT&T Broadband Business Local Service as specified in AT&T Broadband Phone of Pennsylvania, LLC, PA P.U.C. Tariff No. 1, Section 6.1.

Customers will receive unlimited Dial Station calling within the Metro and Non-Metro areas, as described in AT&T Broadband Phone of Pennsylvania, LLC, PA P.U.C. Tariff No. 1, Section 3.

For those customers who select the Broadband Business Bundle or the Broadband Business Bonus Bundle, the Intrastate rates per minute as set forth in Section 3.5.4 will apply. Customers must be presubscribed to the Company for both Intrastate and Interstate long distance calling.

Customers who select the Business Basic or Business Reserve offers and presubscribe to AT&T for IntraLATA and/or InterLATA long distance will also receive the rates in Section 3.5.4, following.

**3.5.2. APPLICATION OF CHARGES**

The AT&T Broadband Business Long Distance Calling Plan is subject to a minimum monthly usage charge, per call usage rates, and for certain call types, service charges on a per access line basis. Dial Station calls are timed utilizing an initial period of 30 seconds and additional periods of one second each, and will be priced to the nearest penny.

**3.5.3. MINIMUM MONTHLY USAGE CHARGE**

The Broadband Business Bundle and Broadband Business Bonus Bundle plans require minimum monthly long distance usage of \$9.95. If the customer's total gross monthly usage does not equal or exceed \$9.95 per Main Billed Account, the Minimum Monthly Usage Charge will be applied. The Minimum Monthly Usage Charge is the difference between the customer's total gross monthly usage and \$9.95 per Main Billed Account. The Minimum Monthly Usage Charge does not apply when the customer's total gross monthly usage charges are equal to or exceed \$9.95 per Main Billed Account.

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**AT&T BROADBAND INTEREXCHANGE SERVICE**

**3. MESSAGE TELECOMMUNICATIONS SERVICE**

**3.5. AT&T BROADBAND BUSINESS LONG DISTANCE (CONT'D)**

**3.5.4. RATES AND CHARGES [1] [2]**

	<b>PER MINUTE OF USE</b>
A. Dial Station Calls	
1. IntraLATA	\$0.07
2. InterLATA	\$0.07

Note 1: Usage and Service Charge rates for local calling are specified in AT&T Broadband Phone of Pennsylvania, PA P.U.C. Tariff No. 1, Section 6.1.

Note 2: Usage and Service Charge rates for interstate and international calls are specified in the AT&T Service Guides located on the internet at <http://www.serviceguide.att.com>.

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AT&T BROADBAND INTEREXCHANGE SERVICE

3. MESSAGE TELECOMMUNICATIONS SERVICE

3.6. OPTIONAL CALLING PLANS

3.6.1. LATA-WIDE CALLING PLAN

A. Description of Service

Residential customers located in LATA 234 who subscribe to the Integrated Offering or Local Only Service as specified in AT&T Broadband Phone of Pennsylvania, LLC, PA P.U.C. Tariff No. 1, Section 5.1, may also subscribe to the LATA-Wide Calling Plan. This plan provides the customer with a 1000 minute block of time of IntraLATA long distance calling per monthly billing cycle. Additional IntraLATA long distance usage will be rated on a per minute basis as specified below. Customers who order the LATA-Wide Calling Plan must be presubscribed to AT&T Broadband for IntraLATA long distance calling.

The following types of calls do not apply toward minutes included in the LATA-Wide Calling Plan: Operator Assisted calls, Calling Card calls, calls to Information Service Providers, or calls to Toll Free Dialing numbers. Block-of-time usage is measured per billing cycle, based on all applicable usage on all lines associated with the account. Unused portions of the allowance will not be credited to a customer's account, carried over to another billing cycle, or transferred to another account.

Customers who subscribe to a Block-of-Time offer may also enroll in the LATA-Wide Calling Plan. All IntraLATA usage for these customers will be applied to the LATA-Wide Calling Plan block of time; Intrastate/InterLATA and Interstate usage will be applied to the Block-of-Time offer to which the customer is subscribed.

B. Rates and Charges

	<u>METRO EXCHANGES</u>	<u>NON-METRO EXCHANGES</u>
1. Monthly Recurring Charge	\$24.95	\$24.95
2. Dial Station IntraLATA usage rate per minute applicable after the 1000 minute block of time is utilized.	0.05	0.05

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AT&T BROADBAND INTEREXCHANGE SERVICE

3. MESSAGE TELECOMMUNICATIONS SERVICE

3.6. OPTIONAL CALLING PLANS (CONT'D)

3.6.2. \$0.12 PER MINUTE PLAN

A. Description of Service

The \$0.12 Per Minute Plan is available only to residential customers who have subscribed to the AT&T Broadband Local Only offer, Basic Local Only offer, or Lifeline Service as set forth in AT&T Broadband Phone of Pennsylvania, LLC, PA P.U.C. Tariff No. 1, Section 5.

The \$0.12 Per Minute Plan provides customers with a rate of \$0.12 per minute that applies to all Dial Station long distance calls all day, every day, with no monthly recurring charge.

Customers who subscribe to the \$0.12 Per Minute calling plan must presubscribe to the Company for IntraLATA and InterLATA long distance.

B. Rates and Charges

**RATE PER  
MINUTE OF USE**

1. Dial Station Calls

\$0.12

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AT&T BROADBAND INTEREXCHANGE SERVICE

3. MESSAGE TELECOMMUNICATIONS SERVICE

3.6. OPTIONAL CALLING PLANS (CONT'D)

3.6.3. BY THE MINUTE PLAN

A. General

The AT&T Broadband By The Minute Plan is available to Residential customers who have subscribed to the AT&T Broadband Local Only offer, Basic Local Only offer, or Lifeline Service, as set forth in AT&T Broadband Phone of Pennsylvania, LLC, PA P.U.C. Tariff No. 1, Section 5.

The AT&T Broadband By The Minute Plan provides customers with a single rate per minute that applies to all Dial Station long distance calls all day, every day, for a flat monthly recurring charge.

Customers who subscribe to the AT&T Broadband By The Minute Plan must presubscribe to AT&T for both IntraLATA and InterLATA long distance.

B. Rates and Charges

	<u>MONTHLY RECURRING CHARGE</u>	<u>RATE PER MINUTE OF USE</u>
1. Dial Station Calls	\$2.95	\$0.07

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AT&T BROADBAND INTEREXCHANGE SERVICE

4. PROMOTIONAL OFFERINGS

4.1. PROMOTIONS

From time to time, the Company will introduce promotional offerings. The Company may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration.

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