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June 9, 2021

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor  
Harrisburg, PA 17120

**VIA ELECTRONIC FILING**

**Re: Application of Claverack Communications LLC, for Approval of Authority To Offer, Render, Furnish, or Supply Telecommunications Services as a Competitive Local Exchange Carrier to the Public in the Commonwealth of Pennsylvania; Docket No. A-2021-3024004**

**Application of Claverack Communications, LLC, for Approval of Authority To Offer, Render, Furnish, or Supply Telecommunications Services as an Interexchange Toll Reseller to the Public in the Commonwealth of Pennsylvania; Docket No. A-2021-3024006**

Dear Secretary Chiavetta:

Attached for filing with the Pennsylvania Public Utility Commission (“PUC” or “Commission”) is Claverack Communications LLC’s (“Claverack”) Tariff Telephone – Pa. P.U.C. No. 1 (“CLEC Tariff”). Claverack is submitting the CLEC Tariff in compliance with the Commission’s Order entered on April 15, 2021, at Docket Nos. A-2021-3024004 and A-2021-3024006. Consistent with Order Paragraph No. 3, Claverack is filing the compliance tariff on one day’s notice, with issued and effective dates of June 9, 2021, and June 10, 2021, respectively. Additionally, in accordance with Appendix A attached to the April 15, 2021, Order, Claverack is also submitting a copy of Appendix A designating the pages of the compliance tariff where the required revisions are located.

As shown by the attached Certificate of Service and per the Commission’s March 20, 2020, Emergency Order, all parties to this proceeding are being duly served via email only due to the current COVID-19 pandemic. We are also filing these documents electronically. Upon lifting of the aforementioned Emergency Order, we can provide parties with a hard copy of this pleading upon request.

Very truly yours,

McNEES WALLACE & NURICK LLC

By   
Kenneth R. Stark

Counsel to Claverack Communications LLC

[www.McNeesLaw.com](http://www.McNeesLaw.com)

HARRISBURG, PA • LANCASTER, PA • SCRANTON, PA • STATE COLLEGE, PA • COLUMBUS, OH • FREDERICK, MD • WASHINGTON, DC

Rosemary Chiavetta, Secretary

June 9, 2021

Page 2

Enclosures

c: Certificate of Service  
Pamela Polacek, C&T Enterprises, Inc. (via email)  
Joseph P. Cardinale, Jr., Bureau of Technical Utility Services (via email)  
Theresa Mingarell, Bureau Consumer Services (via email)

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of the foregoing document upon the participants, listed below, in accordance with the requirements of Section 1.54 (relating to service by a participant).

**VIA FIRST-CLASS MAIL**

Office of Consumer Advocate  
555 Walnut Street  
5<sup>th</sup> Floor, Forum Place  
Harrisburg, PA 17101-1921

Office of Small Business Advocate  
555 Walnut Street  
1<sup>st</sup> Floor, Forum Place  
Harrisburg, PA 17101

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

Citizens Telecommunications of New York,  
Inc. d/b/a Citizens Communications Services  
Company  
26 South Main Street  
Hammond, NY 13646

Commonwealth Telephone Company  
d/b/a Frontier Communications Common-  
wealth Telephone Company  
100 CTE Drive  
Dallas, PA 18612

Frontier Communications of Canton, LLC  
100 CTE Drive  
Dallas, PA 18612

The North-Eastern Pennsylvania Telephone  
Company  
400 Main Street, Suite 402  
Forest City, PA 18421

North Penn Telephone Company  
4145 Route 549  
Mansfield, PA 16933-9621



\_\_\_\_\_  
Kenneth R. Stark

Counsel to Claverack Communications LLC

Dated this 9<sup>th</sup> day of June, 2021, at Harrisburg, Pennsylvania.

**Claverack Communications LLC**  
Docket No. A-2021-3024004  
Proposed tariff for  
Competitive Local Exchange Carrier Service

The proposed tariff contains certain deficiencies that must be addressed by the Applicant before the tariff can be approved and the Certificate of Public Convenience issued. **The Applicant must submit a copy of this Appendix with its revised compliance tariff. On that copy, please note the page/sheet of the compliance tariff where the required revision is located for each item below.**

**Tariff deficiencies noted – CLEC Local Tariff (A-2021-3024004, Tariff No. 1**

1. **All Pages: Enter issued and effective dates as per ordering paragraph.**

See all pages.

2. **Toll Presubscription: Language is missing; Please see our website for standard text at [http://www.puc.state.pa.us/telecom/docs/Toll\\_Presub\\_Sample\\_Language.doc](http://www.puc.state.pa.us/telecom/docs/Toll_Presub_Sample_Language.doc)**

Applicant's service bundles include both local and toll calling. Toll Presubscription is not applicable to any of Applicant's service. As a result, this language has not been added in the compliance tariff.

3. **Pennsylvania Telecommunications Relay Service; Replace text at Section 4.10, some of the language is missing; See our website for standard text at [http://www.puc.state.pa.us/telecom/docs/TRS\\_Sample\\_Language.doc](http://www.puc.state.pa.us/telecom/docs/TRS_Sample_Language.doc)**

See Original Page No. 50 through Original Page No. 51.

Applicant has revised the language consistent with applicable portions of the standard language. The section addressing Centrex lines is not included in the compliance tariff because Applicant does not provide this service. Section 3 of the standard language addressing rates has been modified to reflect the service bundles that Applicant offers.

4. **Page 31, Section 3.1.1 Local Calling Area – Frontier Communications of Canton LLC, Canton needs to be added to the Local Calling Area under the Canton Originating Exchange.**

See Original Page No. 31.

5. **Page 31, Section 3.1.1 Local Calling Area – Frontier Communications of Canton LLC, Leroy needs to be added to the Local Calling Area under the Leroy Originating Exchange.**

See Original Page No. 31.

6. **Page 31, Section 3.1.1 Local Calling Area – The North-Eastern Pennsylvania Telephone Company, New Milford needs to be added to the Local Calling Area under the New Milford Originating Exchange.**

See Original Page No. 31.

7. **Missing language – Needs a statement of compliance with Chapter 64 concerning Billing Standards.**

See Original Page No. 24.

8. **Missing Language – Language concerning the ability to dial 711 for relay; permits communications between hearing and text telephones.**

See Original Page No. 50.

9. **Missing Language – Language concerning Blocking Service for Caller ID as per 66 Pa.C.S. § 2906.**

See Original Page No. 34.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

Claverack Communications LLC  
COMPETITIVE LOCAL EXCHANGE CARRIER  
Regulations and Schedule of Charges  
For Business and Residential Customers

The Company will mirror the exchange area boundaries as stated in the tariffs of Citizens Telecommunications of New York, Inc. d/b/a Citizens Communications Services Company Telephone – PA P.U.C. No. 2; Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company Telephone – PA P.U.C. Nos. 23 and 24; Frontier Communications of Canton, LLC Telephone – PA P.U.C. No. 3; The North-Eastern Pennsylvania Telephone Company Telephone – PA P.U.C. No. 9; and North Penn Telephone Company Telephone – PA P.U.C. No. 2.

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

Issued June 9, 2021

Issued By: Steven Allabaugh, PE  
Manager, Claverack Communications LLC  
32750 Route 6  
Wysox, PA 18854

Effective June 10, 2021

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**LIST OF MODIFICATIONS**

Issued June 9, 2021

Issued By: Steven Allabaugh, PE  
Manager, Claverack Communications LLC  
32750 Route 6  
Wysox, PA 18854

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**COMPETITIVE LOCAL EXCHANGE CARRIER****CHECK SHEET**

Original sheets as named below comprise the original Tariff and are currently in effect as of the date on the bottom of the check sheet.

<b>Sheet No.</b>	<b>Revision No.</b>	<b>Sheet No.</b>	<b>Revision No.</b>
1	Original	29	Original
2	Original	30	Original
3	Original	31	Original
4	Original	32	Original
5	Original	33	Original
6	Original	34	Original
7	Original	35	Original
8	Original	36	Original
9	Original	37	Original
10	Original	38	Original
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13	Original	41	Original
14	Original	42	Original
15	Original	43	Original
16	Original	44	Original
17	Original	45	Original
18	Original	46	Original
19	Original	47	Original
20	Original	48	Original
21	Original	49	Original
22	Original	50	Original
23	Original	51	Original
24	Original	52	Original
25	Original	53	Original
26	Original	54	Original
27	Original	55	Original
28	Original	56	Original

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**SERVICE TERRITORY**

**BRADFORD COUNTY**

Athens Township	Burlington Borough
Albany Township	Leraysville Borough
Asylum Township	New Albany Borough
Burlington Township	
Canton Township	
Franklin Township	
Herrick Township	
Leroy Township	
Litchfield Township	
Monroe Township	
North Towanda Township	
Orwell Township	
Overton Township	
Pike Township	
Rome Township	
Sheshequin Township	
Standing Stone Township	
Stephens Township	
Terry Township	
Towanda Township	
Tuscarora Township	
Ulster Township	
West Burlington Township	
Wilmot Township	
Wyalusing Township	
Wysox Township	

**LUZERNE COUNTY**

Exeter Township  
Franklin Township

**LYCOMING COUNTY**

McNett Township

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**SERVICE TERRITORY (cont'd)**

SULLIVAN COUNTY

Colley Township

SUSQUEHANNA COUNTY

Apalacon Township  
Auburn Township  
Bridgewater Township  
Brooklyn Township  
Choconut Township  
Dimock Township  
Forest Lake Township  
Franklin Township  
Great Bend Township  
Harford Township  
Jessop Township  
Lathrop Township  
Lenox Township  
Liberty Township  
Middletown Township  
Rush Township  
Silver Lake Township  
Springville Township

Friendsville Borough  
Hop Bottom Borough  
Little Meadows Borough  
Montrose Borough

WYOMING COUNTY

Clinton Township  
Eaton Township  
Exeter Township  
Forkston Township  
Lemon Township  
Mehoopany Township  
Nicholson Township  
Northmoreland Township  
North Branch Township  
Overfield Township  
Tunkhannock Township  
Windham Township

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**COMPETITIVE LOCAL EXCHANGE CARRIER**  
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## COMPETITIVE LOCAL EXCHANGE CARRIER

### TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. 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 their tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.
- 2.1
  - 2.1.A.
  - 2.1.A.1.(a).
  - 2.1.A.1.(a).I.
- D. Check Sheets - When a tariff filing is made with the Commission, an undated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

## COMPETITIVE LOCAL EXCHANGE CARRIER

### 1. APPLICATION OF TARIFF

#### 1.1. GENERAL

This Tariff applies to the furnishing of Local Service, defined herein, by Claverack Communications LLC (hereinafter referred to as the "Company").

Services, features, and functions will be provided where facilities, including but not limited to billing and technical capabilities, are available.

The provision of Local 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

Issued June 9, 2021

Issued By: Steven Allabaugh, PE  
Manager, Claverack Communications LLC  
32750 Route 6  
Wysox, PA 18854

Effective June 10, 2021

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**1. APPLICATION OF TARIFF (cont'd)**

**1.3. DEFINITIONS**

**Access Line**

An arrangement which 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 "Claverack" refers to Claverack Communications 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.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**1. APPLICATION OF TARIFF (cont'd)**

**1.3. DEFINITIONS** (cont'd)

**Customer Premises**

The Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on contiguous property.

**Exchange Area**

The geographic territory established by the Company and approved by the Commission for the provision of local telecommunications services.

**Local Service Area**

A local service area is the region, comprised of one or more exchange areas, within which a Customer can call another station at the rates and charges as specified in this Tariff.

**"Public Utility Commission" or "Commission"**

The Pennsylvania Public Utility Commission.

## **COMPETITIVE LOCAL EXCHANGE CARRIER**

### **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 fiber lines, billing and technical capabilities, are available without unreasonable expense to the Company.

The Company may contract with third parties to provide interconnection, call routing, traffic exchange, member porting and other activities needed to provide the services offered in this Tariff ("Service Vendors").

##### **2.1.2. TERMS AND CONDITIONS**

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. The Customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of Local Service.

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Effective June 10, 2021

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.1. UNDERTAKING OF THE COMPANY (cont'd)**

**2.1.3. SERVICE APPLICATION**

- A. The Company offers Service to all those who desire to purchase Service from the Company consistent with the provisions of this tariff. Customers interested in the Company's Services shall file a Service application with the Company which fully identifies the Customer and identifies the Services requested. Such application may be provided to the Company either verbally or in writing. If the application is provided verbally the following conditions apply:
1. The Company will ask for information to confirm the identity of the Customer in the form of Social Security Number, and/or Driver's License Number, and/or Previous Address, etc., and;
  2. The Company shall verify one or more of the above items for accuracy by matching Customer supplied information with a Consumer Reporting Agency's records or other agency which keeps similar records.
  3. The Company may for verification purposes, at its option, tape record all or part of the verbal application when provided over the telephone. In such instances where the Customer-supplied verbal identity information does not match the consumer reports records or other agencies' records, the Company will require positive identification and a written application before Service is considered.
- B. The Company reserves the right to examine the credit record of all Service applicants and require a Service deposit when Company determines security necessary to assure future payment.

## COMPETITIVE LOCAL EXCHANGE CARRIER

### 2. GENERAL REGULATIONS (cont'd)

#### 2.1. UNDERTAKING OF THE COMPANY (cont'd)

##### 2.1.4. 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.
- 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 Company provides, installs, or has installed on its behalf.
- 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.
- 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. The Customer is responsible for ensuring that Customer-provided equipment and wiring connected to Company equipment and facilities is compatible with Company-provided equipment and facilities.

## **COMPETITIVE LOCAL EXCHANGE CARRIER**

### **2. GENERAL REGULATIONS (cont'd)**

#### **2.1. UNDERTAKING OF THE COMPANY (cont'd)**

##### **2.1.4. PROVISION OF EQUIPMENT AND FACILITIES (cont'd)**

- F. Equipment that the Company provides or installs at a Customer premises for use in connection with the telephone services shall remain the property of the Company. If the Customer cancels service or the Company lawfully terminates, discontinues, suspends or refuses to continue providing service to the Customer, the Company has the right to recover this equipment. The Company shall contact the customer for permission to enter the Customer's premises to remove this equipment and the Customer shall not unreasonably refuse such entry. If the Customer refuses to allow removal of this equipment, the Customer shall be liable to the Company for the actual cost of the equipment plus administrative costs as specified in Section 4.5.3. These fees may be added to the Customer's telephone bill and the Customer agrees to pay these fees. The Customer shall assume responsibility for any and all such unrecovered equipment.
  
- G. The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at the address.

##### **2.1.5. RELEASE OF INFORMATION TO CARRIERS**

The Company will provide information to a Carrier who needs the information for allocation, billing or service purposes in compliance with all State and Federal requirements applicable to Customer Proprietary Network Information (CPNI).

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.1. UNDERTAKING OF THE COMPANY (cont'd)**

**2.1.6. 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 electric power consumed by Company-provided 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.

## COMPETITIVE LOCAL EXCHANGE CARRIER

### 2. GENERAL REGULATIONS (cont'd)

#### 2.1. UNDERTAKING OF THE COMPANY (cont'd)

##### 2.1.7. 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.
3. Establishing a pattern of behavior with respect to the Company that is intended to vex, harass, threaten or annoy the Company, its employees or agents. A pattern of behavior is intended to vex, harass, threaten or annoy if its purpose is to disturb, irritate or interrupt the Company's operations through continued and repeated acts.

#### 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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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.1. UNDERTAKING OF THE COMPANY** (cont'd)

**2.1.7. 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.
6. Placing or receiving calls with the intent of defrauding the Company.

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## COMPETITIVE LOCAL EXCHANGE CARRIER

### 2. GENERAL REGULATIONS (cont'd)

#### 2.2. LIABILITY OF THE COMPANY

##### 2.2.1. SERVICE LIABILITY

- A. The Company's liability, if any, for its willful misconduct or gross negligence 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.
- 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.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**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.
- H. The Company's facilities may not be suitable for use in the provision of dedicated alarm or emergency services, and the Company does not in any way guarantee the reliability of its services if used for the provision of dedicated alarm or emergency services. In the event Company installs and configures the Services to operate with Customer's home security, dedicated alarm or emergency services (including medical monitoring), Customer acknowledges that it must contact the provider of the monitoring services in order to test the compatibility with Company's facilities. Further, the facilities may not be compatible with certain voice and non-voice communications equipment, including certain fax machines, dial-up modems, rotary dial phone handsets, pulse dial phone handsets, private branch exchange (PBX) equipment, answering machines, Caller ID units, and casual (dial around) calling. Customer's sole remedy for interference, disruption or incompatibility between the Company facilities and any other service, systems or equipment shall be to terminate Company's service.
- I. The Company's facilities do not have an independent power source. Customers agrees to keep the ONT plugged into a working electrical power outlet at all times. Under certain circumstances, including if the electrical power and/or Company's network are not working, Customer's services, including the ability to access 911, will not be available. The Customer may purchase a battery backup for the ONT designed to power the system for either eight (8) hours or twenty-four (24) hours when fully charged. Customer understands and acknowledges that the performance of the battery backup is not guaranteed.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.2. LIABILITY OF THE COMPANY (cont'd)**

**2.2.2. TEMPORARY SUSPENSION FOR REPAIRS**

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected reasonable notice thereof as circumstances permit, and will perform the work with reasonable diligence and, if practicable, at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications or Customer's service.

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.2. LIABILITY OF THE COMPANY (cont'd)**

**2.2.3 CREDIT ALLOWANCE FOR INTERRUPTIONS**

- A. It shall be the obligation of the Customer 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 terminal.
- B. When main telephone service is interrupted for a period of at least 24 hours, the Company, after due notice by the Customer, shall apply the following schedule of allowances except in situations as provided in Paragraph 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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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.2. LIABILITY OF THE COMPANY (cont'd)**

**2.2.4 LIMITATION OF LIABILITY**

**A. Unauthorized Computer Intrusion**

With respect to any other claim or suit by a Customer 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 Customer 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 Customer using the Company's 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.

## **COMPETITIVE LOCAL EXCHANGE CARRIER**

### **2. GENERAL REGULATIONS (cont'd)**

#### **2.3 PAYMENTS AND CHARGES**

##### **2.3.1 ESTABLISHMENT AND REESTABLISHMENT OF CREDIT**

In order to ensure the payment of all charges due from its services, the Company may require a Customer to establish and maintain 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; 3) by means of a cash deposit.

##### **2.3.2 BILLING AND COLLECTION**

The Company shall adhere to the Billing Standards in Chapter 64 of the PUC's regulations, 52 Pa. Code §§ 64.1 *et seq.* 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 for the current 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 for the current month. Bills are due by the payment due date shown on the bill.

When the Customer's service does not begin on the first day of the billing cycle or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis or a bill credit may be applied for the fraction of the billing cycle in which service was not furnished.

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## **COMPETITIVE LOCAL EXCHANGE CARRIER**

### **2. GENERAL REGULATIONS (cont'd)**

#### **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  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, Pennsylvania 17120  
Telephone No: 1-800-692-7380

##### **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.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**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 §64.31 and §64.41. Interest on deposits shall be paid annually at a rate of 6.0% or, at the option of the Company or Customer, shall be applied to the Customer's bill. Deposits are to be returned to the depositor when the depositor pays undisputed bills for service over a period of twelve (12) consecutive months.

The fact that a deposit may have been made in no way relieves the Customer 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 thirty-five dollars (\$35.00) 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**

Where 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 Customers. Late payments for residential Customers shall be addressed pursuant to 52 Pa. Code § 64.12 and will not be assessed where the date of the postmark is on or before the due date. The due date for payments shall be at least 20 days from the date of the customer invoice. 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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## COMPETITIVE LOCAL EXCHANGE CARRIER

### 2. GENERAL REGULATIONS (cont'd)

#### 2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE

##### 2.4.1. CANCELLATION OF SERVICE

Except for promotional offerings requiring a specified service commitment, 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 make a deposit as security for payment of future bills, the 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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## **COMPETITIVE LOCAL EXCHANGE CARRIER**

### **2. GENERAL REGULATIONS (cont'd)**

#### **2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE (cont'd)**

##### **2.4.2. DISCONTINUANCE OF SERVICE (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, Section 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. CHANGES IN SERVICE**

The customer will be assessed a Service Change Charge for any request of change in service. Appropriate premises work charges may also apply in addition to prorated monthly charges, if applicable. Service Change Charges are listed in Section 4.

##### **2.4.4. RESTORATION OF SERVICE**

A reconnection fee per occurrence may be charged when service is reestablished for Customers or subscribers who have been suspended 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.

## COMPETITIVE LOCAL EXCHANGE CARRIER

### 2. GENERAL REGULATIONS (cont'd)

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

##### 2.5.1. GENERAL

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.

##### 2.5.2. SURCHARGE

There shall be added to charges billed for service under this Tariff, PA P.U.C. No. 1 (except as otherwise specified), a surcharge of 0.00% for service rendered on or after the effective date of this Tariff.

The above surcharge will be recomputed using the elements prescribed by the Commission:

- Whenever any of the tax rates used in the calculations of the surcharge are changed.
- Whenever required by action of the Pennsylvania Public Utility Commission.

The above recalculation will be submitted to the Commission within 10 days after the occurrence of the event or date which occasions said recomputation. If the recomputed surcharge is less than the one in effect, the Company will, and, if the recomputed surcharge is more than the one in effect, the Company may, submit with such recomputation a Tariff revision to reflect such recomputed surcharge, the effective date of which shall be 10 days after filing.

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## COMPETITIVE LOCAL EXCHANGE CARRIER

### 2. GENERAL REGULATIONS (cont'd)

#### 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.

#### 2.7. SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction includes, but is not limited to, construction undertaken:

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

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**COMPETITIVE LOCAL EXCHANGE CARRIER****3. SERVICE AREAS****3.1. LOCAL EXCHANGE SERVICE**

The Company will provide Local Exchange Service in the following exchanges where facilities and equipment are available. The local calling areas indicated below include unlimited local calling from the associated exchange.

**3.1.1. LOCAL CALLING AREAS**

Citizens Telecommunications of New York, Inc. d/b/a Citizens Communications Services Company

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Little Meadows	Appalachin (New York), Endicott (New York Verizon), Owego (New York Verizon), Little Meadows
Quaker Lake	Binghamton (New York Verizon), Hawleytown (New York), Quaker Lake

Frontier Communications of Canton, LLC

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Canton	Canton, Leroy, Troy (Commonwealth Tel Co.)
Leroy	Canton, Leroy, Troy (Commonwealth Tel Co.), Towanda (Commonwealth Tel Co.)

The North-Eastern Pennsylvania Telephone Company

<i>Originating Exchange</i>	<i>Local Calling Area</i>
New Milford	Hallstead (Commonwealth), Harford, New Milford

North Penn Telephone Company

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Bentley Creek	Bentley Creek

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**COMPETITIVE LOCAL EXCHANGE CARRIER****3. SERVICE AREAS (cont'd)****3.1. LOCAL EXCHANGE SERVICE** (cont'd)**3.1.1. LOCAL CALLING AREAS** (cont'd)

Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Brooklyn	Brooklyn, Montrose, Nicholson, Springville
Laceyville	Laceyville, Mehoopany, Tunkhannock*, Wyalusing
Lawsville	Hallstead, Lawsville, Montrose, Rush, St. Joseph
Leraysville	LeRaysville, Rome, Rush, Towanda, Warren Center
Mehoopany	Laceyville, Mehoopany, Tunkhannock
Montrose	Brooklyn, Lawsville, Montrose, Rush, St. Joseph, Springville
New Albany	Dushore, Laporte, New Albany, Towanda, Wyalusing
Nicholson	Brooklyn, Dalton, Factoryville, Lake Winola, Nicholson, Springville, Tunkhannock*
Noxen	Centermoreland, Dallas, Harveys Lake, Sweet Valley, Trucksville, Tunkhannock
Rome	LeRaysville, Nichols, NY (NY Tel), Rome, Sayre* (Verizon North), Towanda, Ulster, Warren Center
Rush	Lawsville, LeRaysville, Montrose, Rush, Springville, St. Joseph
St. Joseph	Lawsville, Montrose, Rush, St. Joseph, Warren Center
Springville	Brooklyn, Montrose, Nicholson, Rush, Springville, Tunkhannock*
Towanda	LeRaysville, Leroy (Canton), New Albany, Rome, Towanda, Troy, Ulster, Wyalusing
Troy	Canton (Canton), Leroy (Canton), Towanda, Troy
Tunkhannock	Centermoreland, Factoryville, Mehoopany, Noxen, Tunkhannock
Ulster	Rome, Sayre* (Verizon North), Towanda, Ulster

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## **COMPETITIVE LOCAL EXCHANGE CARRIER**

### **4. SERVICE COMPONENTS AND PRODUCTS**

#### **4.1. DIAL TONE**

##### **4.1.1. DIAL TONE SERVICE**

Dial Tone Facilities, including fiber optic wire and other outside plant facilities, from the Company's edge router to the Optical Network Terminal (ONT), to which Customer-provided station telephone equipment can be connected.

Includes local exchange service with network access, push button dialing capability, fiber drop wire to ONT, and necessary Service Vendor arrangements to maintain and operate subscriber Service features.

The monthly rates shown in this tariff do not include any terminal equipment telephones, ringers, couplers, or inside wiring.

Dial Tone must be purchased for Local Calling, Custom Calling, or Miscellaneous items to operate.

Dial Tone service as a stand-alone (unbundled) service will be offered only to Residential customers on Lifeline.

##### **4.1.2. DIAL TONE INSTALLATION CHARGE**

The Dial Tone Installation Charge is a non-recurring, one-time charge for activating Dial Tone Service. This charge covers the service order costs in addition to the labor costs associated with activating Dial Tone Service. This charge includes, but is not limited to, making or changing connections in the central office with Service Vendors or in distribution facilities, necessary cross connections and line transfers, and switch programming.

The Dial Tone Connection Charge applies for each line connected or changed (i.e. from residential to business, etc.).

**COMPETITIVE LOCAL EXCHANGE CARRIER****4. SERVICE COMPONENTS AND PRODUCTS (cont'd)****4.1. DIAL TONE** (cont'd)**4.1.3. CALLER ID BLOCKING**

Pursuant to 66 Pa. C.S. § 2906, a calling party may block the passage of his/her telephone number and identification information. Customers who use blocking may be unable to complete calls to other customers who have activated service features that automatically reject anonymous calls. Caller ID blocking will not prevent the delivery of telephone numbers to 911 emergency service providers. Caller ID blocking also will not work for callers who place calls to 8xx, 900, and/or other information and message services carrying a specific charge billed to a caller by a local telephone company. Customers have two blocking options as follows:

**4.1.3.1. PER-CALL BLOCKING** – To activate per-call blocking, a customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per-call blocking, and it is provided on an unlimited basis. Per-call blocking is available to all customers in the Company's serving territory.

**4.1.3.2 PER-LINE BLOCKING** – Per-Line Blocking must be added to a customer's line by placing a service order with the Company. The transmission of the customer's telephone number and identification information is automatically blocked when a customer subscribes to Per-Line Blocking unless the blocking feature is deactivated. If a customer subscribes to Per-Line Blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only. Per-Line Blocking is available to all customers in the Company's service territory. Per-Line Blocking is provided without charge, except as discussed below.

Initial requests for Per-Line Blocking will be provided at no charge. Subsequent requests for Per-Line Blocking for the same customer and telephone number at the same address will be charged a change order fee under Section 4.4.B.5. This non-recurring charge will be waived for customers of the Company who are victims of domestic violence, the staffs of domestic violence programs and agencies, and emergency services personnel, while performing their jobs.

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**4. SERVICE COMPONENTS AND PRODUCTS (cont'd)**

**4.2. LOCAL CALLING**

Customer with Service must select one of the following local calling plans which provides dial access to other Carrier's exchanges in the Local Calling Areas as defined by Section 3 of this tariff. Each answered call in this section is timed by rounding up to the next full minute increment unless otherwise specified in this section.

- A. Local Calling Plans available for Residential Dial Tone Customers only
  - 1. Flat Unlimited Local and Toll. Customer may call Local Area and toll with unlimited frequency and duration.

**4.3. CUSTOM CALLING**

- A. 900/976, Collect Call, & Toll Blocking - Customers may initiate any combination of blocking for the following type of calls: Calls to numbers beginning with 900 or 976, Incoming Collect Calls, Calls to any destination beyond Customer's local calling area i.e.: Toll Calls.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**4. SERVICE COMPONENTS AND PRODUCTS (cont'd)**

**4.4. MISCELLANEOUS RECURRING AND NON-RECURRING CHARGES**

A. Recurring Charges

1. Non-Published Telephone Number (Residential Basic Service and 1-Rate Accounts)
  - a. A telephone number is “non-published” when it is omitted from the directory and also from the information lists of the Company. Customers requiring that their telephone number be excluded from the directory and directory assistance records, or changed from a “non-published” basis to a regular listed basis, will incur a non-recurring Record Service Charge as specified in this Tariff.
2. Directory Assistance (Residential Basic Service and 1-Rate Accounts)
  - a. Per call charge when user dials 411.
3. Operator Assistance (Residential Basic Service and 1-Rate Accounts)
  - a. Per call charge when user dials 0 for operator.
4. International Directory Assistance (Residential Basic Service and 1-Rate Accounts)
  - a. Per call charge when a user dials International DA.
5. Toll Free Number (Business 1-Rate Accounts Only)
  - a. Allows callers to reach any local number, on-net or off-net, without long distance charges. Toll Free numbers are telephone numbers with NPAs of 800, 888, 877, 866, 855, 844, and can receive inbound from 50 US states, Canada, and the Caribbean.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**4. SERVICE COMPONENTS AND PRODUCTS (cont'd)**

**4.4. MISCELLANEOUS RECURRING AND NON-RECURRING CHARGES (cont'd)**

A. Recurring Charges (cont'd)

6. Fax Line (Business 1-Rate Accounts Only)

- a. Fax Line is a service that allows a user to send and receive faxes using a traditional fax machine, while taking full advantage of HTTPS secure transmission. A proprietary Integrated Access Device (“IAD”), the AudioCodes Faxback MP-202, is used to convert analog faxes into digital TIF images for secure PSTN fax delivery, 500 pages of inbound and/or outbound pages are included.

7. Call Path Minute of Use (Business 1-Rate Accounts Only)

8. Mobility Complete (Business 1-Rate Accounts Only)

- a. Mobility Complete adds multi-point video calling, desktop sharing and audio meet me bridge to Business Communicator.

9. Virtual Fax (Business 1-Rate Accounts Only)

- a. Virtual Fax allows a user to send any receive faxes using its email account. Outbound fax attachments are converted to TIF images for transmission over the PSTN. Inbound faxes are converted to PDF files and delivered to the receiving party. Faxes are sent of HTTPS for secure and reliable transmission. Virtual Fax supports up to 20 unique email addresses and includes a 10 digit telephone number. 500 pages of inbound and/or outbound pages are included.

10. Long Distance (Business 1-Rate Accounts Only)

11. Inbound Conferencing (Business 1-Rate Accounts Only)

12. International Calling (Business 1-Rate Accounts Only)

13. Virtual Number (Business 1-Rate Accounts Only)

- A. Allows a company to publish a local number (the virtual number) but have calls routed to another, non-local number.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**4. SERVICE COMPONENTS AND PRODUCTS (cont'd)**

**4.4. MISCELLANEOUS RECURRING AND NON-RECURRING CHARGES (cont'd)**

**B. Non-Recurring Charges**

1. Preferred Telephone Number Service - Allows a Customer to request a particular telephone number which may have a special meaning or value to the Customer, subject to the availability of facilities and the requirements of the serving local exchange Central Office as defined by the Company.
2. Restoral of Service Charge - This charge applies for restoring service to a Customer following suspension of service for non-payment or other authorized cause. This charge is in addition to any past due amounts for service previously furnished or any deposit which may be required.
3. Change of Responsible Party Charge - This charge covers work associated with a change of Company records, at the Customer's request, for:
  - a. A transfer of billing name, which occurs when one party contracts for the service which had previously been contracted for by another party.
  - b. A change in or addition to the present directory listing.
  - c. A subscriber's telephone number being excluded from the directory and directory assistance records, or a change from a non-published basis to a regular listed basis.
  - d. A change in billing records requested by the Customer (except for a correction in name or billing address for residential service due to death, marriage, divorce, or legal action when there is no connection, disconnection, move or change in service) when none of the other non-recurring charges apply.
4. Telephone Number Change Charge - Customers requesting a change of their Dial Tone Line telephone number will incur a Telephone Number Change Charge (except when a Line Installation Charge is applied). This charge applies for each telephone line number changed.
5. Change Order - Any change order required that is not specifically addressed in this Tariff will incur a one-time \$35 fee.
6. Battery Back-Up For ONT - Customers have the option of purchasing either an 8-hour battery or a 24-hour battery. There is a separate charge for each.

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**4. SERVICE COMPONENTS AND PRODUCTS (cont'd)**

4.5. RATES

4.5.1. RESIDENTIAL BASIC SERVICE PRICING (available only to Lifeline customers or Residential 1-Rate accounts that are subject to disconnection for failure to pay).

Dial Tone

Residential Dial Tone Service (includes dial tone and flat unlimited local and toll)	\$29.99/month
Residential Dial Tone Install	\$60.00/line

Custom Calling Subscriptions

	<u>Recurring Monthly</u>	<u>Non-Recurring Install</u>
Add 900/976, Collect or Toll Blocking	\$0.00	\$0.00
Remove 900/976, Collect or Toll Blocking	\$0.00	\$0.00

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**4. SERVICE COMPONENTS AND PRODUCTS (cont'd)**

**4.5. RATES (cont'd)**

**4.5.2. 1-RATE PACKAGE PRICING**

	<u>Rates</u>
<u>Residential 1-Rate Level 1</u> – includes Dial Tone, Unlimited Voice; Inbound and Outbound Local and Domestic Long Distance. Also includes: Call Waiting; Call Forwarding; Three-Way Calling; Caller ID; Return Call; Call Block; Collect or Toll Blocking; Anonymous Call Rejection; Call Logs; Do Not Disturb; Find Me/Follow Me; Speed Dial; Voicemail; Voicemail to Email.	\$39.99/month

Business 1-Rate – includes Dial Tone; Unlimited Voice; Inbound and Outbound Local and Domestic Long Distance.

<u>Basic</u> – includes a 10-digit local telephone number or extension directory listing, and e911.	\$39.99/month
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<u>Standard</u> – includes a 10-digit local telephone number or extension; directory listing and e911; Call Waiting; Call Forwarding; Three-Way Calling; Caller ID; Return Call; Call Block; Collect or Toll Blocking; Anonymous Call Rejection; Call logs; Do Not Disturb; Voicemail; Voicemail to Email; Call Hold; Call Transfer; Last Number Redial; Message Waiting Indicator; Privacy.	\$49.99/month
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**COMPETITIVE LOCAL EXCHANGE CARRIER****4. SERVICE COMPONENTS AND PRODUCTS (cont'd)****4.5. RATES (cont'd)****4.5.2. 1-RATE PACKAGE PRICING (cont'd)****Business 1-Rate (cont'd)**

Executive – includes a 10-digit local telephone number or extension; Directory Listing and e911; Call Waiting; Three-Way Calling; Caller ID; Return Call; Call Black; Collect or Toll Blocking; Anonymous Call Rejection; Call Logs; Do Not Disturb; Find-Me/Follow-Me; Speed Dial; Voicemail; Voicemail to email; Call Hold; Call Transfer; Call Waiting; Last Number Redial; Message Waiting Indicator; Privacy; Anywhere; Busy lamp; Call Notify; Directed Call Pick-up; Multiple Call Arrangement; N-way Calling; Priority Alert; Push-to-Talk; Selective Call Acceptance; Shared Call Appearance. \$59.99/month

\*All monthly rates are per line. Plans and individual features are subject to Company's technical ability to provide a plan or feature in a given area. Due to technical limitations, not all plans or features are available in all areas. Customer should contact Company for availability. No credit or pro-rate is offered for a Customer in a locality not equipped to offer one or more features. Voice calls are unlimited.

**4.5.3 MISCELLANEOUS CHARGES (apply to Residential Basic Service Pricing accounts and 1-Rate accounts)****NON-CURRING CHARGES:**

Restoral of Service	\$50.00/occurrence
Telephone Number Change Charge	\$35.00/occurrence
Change of Responsible Party	\$35.00/occurrence
Change Order	\$35.00/occurrence
8-Hour Battery Back-Up	\$75.00
24-Hour Battery Back-Up	\$165.00

**RECURRING CHARGES:**

Non-Published Telephone Number	\$8.25/month
Directory Assistance	\$1.50/call
Operator Assistance	\$1.50/call
International Directory Assistance	\$7.50/call

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**COMPETITIVE LOCAL EXCHANGE CARRIER****4. SERVICE COMPONENTS AND PRODUCTS (cont'd)****4.5. RATES (cont'd)****4.5.4 MISCELLANEOUS CHARGES (apply to Business 1-Rate accounts only)**

Toll Free Number	
Monthly Fee	\$4.50/month
Usage Charge	\$0.03/minute
Fax Line	
Monthly Fee	\$11.95/month
Usage Charge	\$0.03/page over 500 pages
Call Path Minute of Use	\$0.03/minute
Mobility Complete	\$0.03/minute
Virtual Fax (per page)	
Monthly Fee	\$11.95/month
Usage Charge	\$0.03/page
Long Distance	\$0.03/minute (for metered plans only)
Inbound Conferencing	\$0.03/minute
International Calling	1.5%
Virtual Number	\$1.50/month

**4.5.5 INDIVIDUAL CONTRACT BASED PRICING****A. Special Equipment and Service Arrangements**

In cases where customers desire a special type of service for which provision is not otherwise made, a monthly rate and charge is quoted based on the actual cost of furnishing such service, when in the judgment of the Company, there is no reason for refusing to render the special service desired.

**B. Customized Service Packages**

Customized service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to requests by customers for proposals or competitive bids. Service offered under this Tariff provision will be provided to customers pursuant to contract. Unless otherwise specified, the rates, terms, and conditions for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**4. SERVICE COMPONENTS AND PRODUCTS (cont'd)**

**4.6. DIRECTORY ASSISTANCE SERVICE**

**4.6.1. GENERAL**

Directory Assistance Service is furnished upon Customer request for assistance in obtaining directory listing information for listings that are within the local calling area or LATA of the originating line. Customers will be charged for all requests including requests for listings that are not available or not found. This service will be provided by an operator or a mechanized response system.

**4.7. DIRECTORY ASSISTANCE CALL COMPLETION SERVICE**

**4.7.1. GENERAL**

Directory Assistance Call Completion Service provides a Customer calling Directory Assistance with the option of having the call completed to the requested number. A service message will inform the Customer that he may be connected to the requested number automatically for a specified additional charge.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**4. SERVICE COMPONENTS AND PRODUCTS (cont'd)**

**4.8. DIRECTORY LISTINGS**

The Company will arrange for Customer's main billing numbers to be placed in the directory or directories of the dominant local exchange carrier. The regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying the Customer's telephone number and as an aid to the use of telephone service.

- A. The listings of Customers are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by Customers or prospective Customers, the Company will not be a party to controversies between Customers as a result of the publication of such listings in the directories.
- B. The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the Customer is not impaired.
- C. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories or in accepting listings as presented by the Customer.
- D. A service charge will apply for any Customer-requested change in listing, as specified in Section 4.5.3.

## COMPETITIVE LOCAL EXCHANGE CARRIER

### 4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

#### 4.9. 9-1-1 SERVICE

##### 4.9.1. GLOSSARY OF TERMS

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

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

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

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

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

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

## **COMPETITIVE LOCAL EXCHANGE CARRIER**

### **4. SERVICE COMPONENTS AND PRODUCTS (cont'd)**

#### 4.9. 9-1-1 SERVICE (cont'd)

##### 4.9.2. GENERAL

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

Pursuant to the Public Safety Emergency Telephone Act (Act 78 of 1990), as amended, the Company collects a fee of \$1.65 per line per month from its Customers on behalf of the counties in its operating area to support the 9-1-1 system. The contribution rate may be used by counties for the expenses of implementing, expanding or upgrading a 911 system.

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

##### 4.9.3. REGULATIONS

- A. The Company, whether supplying service through its own facilities or through the use of an underlying carrier, will comply with the Protocols as set forth in, and in the form of Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order Relating to the Provision of Master Street Address Guides; Docket No. P-00971203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998, *MSAG Order*.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**4. SERVICE COMPONENTS AND PRODUCTS (cont'd)**

4.9. 9-1-1 SERVICE (cont'd)

4.9.3. REGULATIONS (cont'd)

- B. The Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.
- C. The Company's liability and insurance provisions are fully stated in its tariff's General Regulations.
- D. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.
- E. The Company will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.
- F. The Host Telephone Company will install the county's/municipality's MSAG in "read/write" format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**4. SERVICE COMPONENTS AND PRODUCTS (cont'd)**

4.9. 9-1-1 SERVICE (cont'd)

4.9.3. REGULATIONS (cont'd)

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

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**4. SERVICE COMPONENTS AND PRODUCTS (cont'd)**

4.9. 9-1-1 SERVICE (cont'd)

4.9.3. REGULATIONS (cont'd)

- J. The Company's Service is provided at a specific permanent address and not available as a nomadic offering. Before Customer moves the telephone device(s) to another location, Customer must notify Company to determine if service can be provided at the new address. Service will only be provided where 9-1-1 or Enhanced 9-1-1 connectivity are available.
- K. In the event of a power failure, network backup power systems are in place on the Company's network. The ONT installed at the Customer's location may not provide backup service unless the Customer purchases an optional battery backup. Failure of the network backup power system or the ONT battery backup during a power failure or disruption will prevent all service, including 9-1-1 and Enhanced 9-1-1, from functioning.
- L. Telephone service outages, suspensions or disconnections will prevent all service, including 9-1-1 and Enhanced 9-1-1, from functioning.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**4. MISCELLANEOUS SERVICES (cont'd)**

**4.10. PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE**

**4.10.1. GENERAL**

The Pennsylvania Telecommunications Relay Service (PA TRS) is a relay telecommunication service for the deaf, hard of hearing, hearing and/or speech disabled population of the Commonwealth. The PA TRS is mandated by the Americans with Disabilities Act of 1990 to provide functionally equivalent telephone services that are available to other U.S. citizens, at no additional cost. The PA TRS includes both traditional relay (devices such as Teletypewriters (TTY) and Telecommunication Devices for the Deaf (TDD)) and captioned-telephone voice-carry-over relay services (captioned telephone). These relay services permit telephone communications between individuals with hearing and/or speech disabilities, who must use a TTY, TDD or captioned telephone, with individuals having normal hearing and speech.

Additionally, 711 abbreviated dialing is available to access the PA TRS. The Company's equipment is arranged to translate the "711" calls to the assigned toll-free number, (888) 895-1197, in order to route calls to the Telecommunications Relay Service Provider, in accordance with Commission's Order entered on February 4, 2000 at Docket No. M-00900239.

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**COMPETITIVE LOCAL EXCHANGE CARRIER****4. MISCELLANEOUS SERVICES (cont'd)****4.10. PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE (cont'd)****4.10.2. SURCHARGE**

In addition to the charges provided in this Tariff, a surcharge will apply to all residence and business access lines served by this Company. This surcharge applies regardless of whether or not the access line uses the PA TRS.

The surcharge serves as the funding vehicle for the operation of the PA TRS, Telecommunications Device Distribution Program and the Print Media Access Service Program and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the PA TRS 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.

	<b><u>RATE</u></b>
A. Pennsylvania TRS Surcharge, applicable to all bills issued on or after July 1, 2011	
1. Per Residence access line, per month	\$0.08
2. Per Business access line, per month	\$0.08

**4.10.3. RATES**

Local and toll calls using the PA TRS service are included in the applicable customer's service package at no additional charge.

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**5. SPECIAL ARRANGEMENTS**

**5.1. MARKET TRIALS**

The Company may offer service to test and evaluate service capabilities, implementation procedures, technical processes, etc., or for market research including rate experimentation purposes. Such trials will be for a limited duration. The Company will file tariff pages for each market trial.

**5.2. PROMOTIONAL OFFERINGS**

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.

Each promotional offering will have a duration no longer than six months and will not be offered more than once in any consecutive twelve-month period.

Any Customer will be allowed to participate in a promotional offering upon request, provided the Company has the necessary facilities and billing capabilities to permit such participation.

Promotional offerings will be filed with the Commission pursuant to 52 Pa. Code § 53.58.

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**6. LIFELINE SERVICE**

**6.1. LIFELINE SERVICE**

**6.1.1. DESCRIPTION**

Lifeline Service is a Residential offering for low-income Customers who qualify for this service in accordance with the following Regulations.

**6.1.2. REGULATIONS**

- A. Lifeline Service is available to qualified residential Customers and is provided via a residential individual Dial Tone Line. Lifeline Service is limited to only one Service per qualified Customer or household (a household is defined as “any individual or group of individuals who are living together as one economic unit” an economic unit is “all adult individuals contributing to and sharing in the income and expenses of a 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 of any Basic Service final bill before being eligible for Lifeline Service.
  
- B. Residential Lifeline Service consists of: (1) Residential Dial Tone Service (including unlimited local and toll calling); (2) optional 900/976, Collect or Toll Blocking; (3) 911 Dialing; (4) access to Telecommunications Relay Services; and (5) all available optional Customer-elected services at the applicable rates, charges and regulations for each feature and service provided in the Tariff.

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**6. LIFELINE SERVICE (cont'd)**

**6.1. LIFELINE SERVICE (cont'd)**

**6.1.2. REGULATIONS (cont'd)**

- C. An applicant for Lifeline Service must be a current participant in one of the following eligible programs; or be able to provide proof of income which is at or below 135% of the annual United States Census Bureau Poverty Level Guidelines for All States (Except Alaska and Hawaii) and the District of Columbia. The National Verifier will conduct an annual recertification process. Lifeline Customers have the responsibility to notify the Company within thirty (30) days of a change in eligibility status if they no longer qualify for Lifeline Service.

- \* Supplemental Security Income (SSI)
- \* Medicaid
- \* Supplemental Nutrition Assistance Program (SNAP) (fka Food Stamps)
- \* Federal Public Housing
- \* Veterans Pension or Survivors Benefit Programs
- \* Tribal-Specific Programs

The Company will confirm the Lifeline Customer's eligibility through the National Verifier in accordance with the procedures and requirements established by the Universal Service Administrative Co. and the FCC. Failure of Customer to respond to the National Verifier's requests may result in denial of certification or recertification.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**6. LIFELINE SERVICE (cont'd)**

**6.1. LIFELINE SERVICE (cont'd)**

**6.1.2. REGULATIONS (cont'd)**

- D. Lifeline Service will be provided to a Customer only so long as such Customer continues to meet the participation and certification guidelines in 2 (c) above. If the Company is notified by the Customer or National Verifier that the Lifeline Service Customer is no longer a participant in the programs in 2 (c) above or otherwise low-income eligible, the Company will de-enroll the Customer within two (2) business days. If Customer is de-enrolled, the account will be transferred to the Company's standard 1-Rate Residential package service and Customer will be notified (by letter) that the Lifeline Service rate is no longer applicable. Disputes regarding eligibility will be addressed through the procedures established by the National Verifier.
- E. 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.
- F. Only services listed in 2 (b) above will be provided to Lifeline Customers.
- G. Customer requested temporary suspension of Lifeline Service is not permitted.
- H. Lifeline Service does not apply to applicants who are full time students living in university or college controlled housing.
- I. The applicant must not be a dependent for Federal Income Tax purposes, unless he or she is 60 years of age or older.
- J. Lifeline Customers are subject to all Residential service regulations in this and other tariffs of Claverack Communications LLC.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**6. LIFELINE SERVICE (cont'd)**

**6.1. LIFELINE SERVICE (cont'd)**

**6.1.2. REGULATIONS (cont'd)**

- K. Residential Lifeline Service cannot be resold by the Lifeline Customer or the Lifeline Customer's agent(s).
- L. Resale of Lifeline Services are subject to wholesale rate obligations under Section 251(c) (4) of the Telecommunications Act of 1996.
- M. 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.
- N. Any Lifeline Customer who has a past due balance of Toll Charges will be treated with the appropriate Chapter 64 regulations. The Residential 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.
- O. Toll-Blocking and Toll-Control services will be provided at no charge to Lifeline Service subscribers, to the extent that they are offered.

**6.1.3. DIAL TONE LINE MONTHLY RATE**

- A. Applicable Residential Dial Tone monthly rate minus \$5.25 (1). As of December 1, 2021, this credit is available only in census blocks where the Company is the sole Lifeline provider.
  - B. Lifeline Service is subject to all applicable state, local and federal taxes, and surcharges, and to all applicable tariff rates, charges, surcharges and regulations.
- (1) See FCC Public Notice released March 31, 2016, In re: *Lifeline and Link Up Reform and Modernization et al.*, Third Report and Order, Further Report and Order, and Order on Reconsideration, WC Dkt. Nos. 11-42, 09-197, 10-90, FCC 16-38 (rel. Apr. 27, 2016).