

September 29, 2023

**Via Electronic Filing**

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

**Re: Viasat Carrier Services, Inc., Docket No. P-2018-3004983 - Compliance Tariff**

Dear Ms. Chiavetta:

On behalf of Viasat Carrier Services, Inc. ("Viasat"), and in accordance with the Commission's April 30, 2020 Order, enclosed please find revised tariff pages for Viasat's compliance tariff. Viasat is submitting updated tariff pages to incorporate further discussions with Staff. Specifically, Viasat submits the following pages:

- Original Page No. 1, reflecting revisions to the Check Sheet;
- Original Page No. 8, reflecting revisions to Section 2.1.2.A;
- Original Page No. 19, reflecting revisions to Section 2.10.1;
- Original Page No. 27 reflecting revisions to Section 2.19;
- Original Page No. 33, reflecting revisions to Section 2.25.2;
- Original Page No. 37, reflecting revisions to Section 3.5; and
- Original Page No. 39, reflecting revisions to Section 4.1.2.

Should you have any questions concerning this matter, please do not hesitate to contact me at 703-714-1319 or via email at [mpd@commlawgroup.com](mailto:mpd@commlawgroup.com).

Respectfully submitted,



Michael P. Donahue

*Counsel for Viasat Carrier Services, Inc.*

cc: Melissa Derr (via email)  
David Screven (via email)  
Derek Vogelsong (via email)

Voice over Internet Protocol Intrastate Service

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**CHECK SHEET**

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

| <u>Sheet</u> | <u>Revision</u> | <u>Sheet</u> | <u>Revision</u> |
|--------------|-----------------|--------------|-----------------|
| 1            | Original        | 25           | Original        |
| 2            | Original        | 26           | Original        |
| 3            | Original        | 27           | Original        |
| 4            | Original        | 28           | Original        |
| 5            | Original        | 29           | Original        |
| 6            | Original        | 30           | Original        |
| 7            | Original        | 31           | Original        |
| 8            | Original        | 32           | Original        |
| 9            | Original        | 33           | Original        |
| 10           | Original        | 34           | Original        |
| 11           | Original        | 35           | Original        |
| 12           | Original        | 36           | Original        |
| 13           | Original        | 37           | Original        |
| 14           | Original        | 38           | Original        |
| 15           | Original        | 39           | Original        |
| 16           | Original        | 40           | Original        |
| 17           | Original        | 41           | Original        |
| 18           | Original        | 42           | Original        |
| 19           | Original        | 43           | Original        |
| 20           | Original        | 44           | Original        |
| 21           | Original        | 45           | Original        |
| 22           | Original        | 46           | Original        |
| 23           | Original        | 47           | Original        |
| 24           | Original        | Appendix A   | Original        |

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Viasat Carrier Services, Inc.  
6155 El Camino Real  
Carlsbad, CA 92009

**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

2.1.1 Application of Tariff

2.1.1.A This Tariff contains the regulations and rates applicable to intrastate communications services provided by Company for interconnected VoIP between points within the Commonwealth of Pennsylvania. Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff. Service is available twenty-four (24) hours a day, seven (7) days a week.

2.1.1.B The rates and regulations contained in this Tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company. Should Customers use such services to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Terms and Conditions

2.1.2.A All payments for service are due by the date specified on the bill sent by the Company which may not be less than twenty-one (21) days after the date on the bill. All calculations of dates set forth in this tariff shall be based on calendar days.

Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

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**SECTION 2 - RULES AND REGULATIONS (cont'd)**

**2.10 Payment for Services**

- 2.10.1 Monthly recurring charges for service are paid one month in advance. The Company will provide notice of payment at the time of payment.
- 2.10.2 The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments.
- 2.10.3 Billing inquiries may be directed to the Company at the number on the customer bill. When a customer disputes a particular bill, the company shall not discontinue service for nonpayment so long as the customer pays the undisputed portion of the bill; pays all future periodic bills by the due date; and enters into discussions with the company to settle the dispute with dispatch. No late payment charge shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due.
- 2.10.4 In the event a customer pays a bill as submitted by the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the company will refund the overcharge with interest from the date of overpayment by the Customer.

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**SECTION 2 - RULES AND REGULATIONS (cont'd)**

- Occurs as a result of a lack of facilities where a customer requests service at a geographically remote location, a customer requests service in a geographic area where the Company is not currently offering service, or there are insufficient facilities to meet the customer's request for Service, subject to a Company's obligation for reasonable Facilities planning.

**2.18 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Company. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.19 Dishonored Credit Card Charge**

Customer agrees to remit payment by credit card or other electronic payment as the default method of payment; however, customers may contact the Company to arrange for payment by check. If Customer credit card or electronic payment is not honored Customer's bank, the Company may charge a collection fee of \$15.00 or the maximum amount permitted under applicable law.

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**SECTION 2 - RULES AND REGULATIONS (cont'd)**

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 surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing with July 1 of each year.

The Commission may revise the surcharge more frequently than annually at its discretion.

Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

The following surcharge rates apply to all customer bills issued on July 1, 2009.

|                                      |        |
|--------------------------------------|--------|
| Per residence access line, per month | \$0.00 |
| Per business access line, per month  | \$0.00 |

**2.25.3 Rates**

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

**2.26 Caller ID Blocking**

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

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**SECTION 3 - RATES AND SERVICES (cont'd)**

**3.4 Promotional Offerings**

The Company may, from time to time, offer promotions which may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company will notify the Commission of promotional offerings prior to the effective date of the promotion.

Promotional service offerings may not have a duration of longer than 6 months in any rolling 12-month period which commences as of the effective date of the filed promotion.

**3.5 Individual Case Basis (ICB) Arrangements**

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to requests by Customers to the Company, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract, and as approved by the Commission. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. ICB contracts will be filed with the Commission upon request.

**3.6 Late Payment Charge**

Customers may be charged 1.25% per month of any amounts owed to the Company more than five (5) days beyond the due date for such payment. However, the Company will not impose a late payment charge on a previously unpaid late payment charge.

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**SECTION 4 – LIFELINE PROGRAM**

4.1 General

- 4.1.1 The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying subscribers. Basic terms and conditions are in compliance with the FCC's Rules, Regulations and Orders on Universal Service.
- 4.1.2 Lifeline is supported by the federal universal service support mechanism. The total Lifeline credit available to an eligible customer is as follows:
  - 4.1.2.A Until December 1, 2020, the credit for qualifying voice is seven dollars and twenty-five cents (\$7.25) per month and the credit for qualifying broadband with voice is nine dollars and twenty-five cents (\$9.25) per month.
  - 4.1.2.B From December 1, 2020 through November 30, 2021, the credit for qualifying voice is five dollars and twenty-five cents (\$5.25) per month and the credit for qualifying broadband with voice is nine dollars and twenty-five cents (\$9.25) per month.
  - 4.1.2.C After December 1, 2023, the credit for voice is \$0.00 and the credit for qualifying broadband with voice is nine dollars and twenty-five cents (\$9.25) per month.
- 4.1.3 Lifeline service is limited to the census blocks as listed in Appendix A.

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