

REED SMITH SHAW & McCLAY

ORIGINAL

FAX 202-457-6113
TELEX NO. 64711

1200 18TH STREET, N.W.
WASHINGTON, D.C. 20036

202-457-6100

PITTSBURGH, PA
PHILADELPHIA, PA
HARRISBURG, PA
McLEAN, VA

WRITER'S DIRECT DIAL NUMBER
(202) 457-8950

RECEIVED September 1, 1992

SEP - 1 1992

VIA FEDERAL EXPRESS SECRETARY'S OFFICE
Public Utility Commission

DOCKETED

SEP 04 1992

Mr. Jerry Rich
Secretary
Pennsylvania Public Utility Commission
North Office Building
North Street and Commonwealth Avenue
Harrisburg, PA 17120

Att'n: Tariff Section of the Office of Special Assistants

Re: Paging Network of Pittsburgh, Inc.
Docket No. A-330013 F.2

Dear Mr. Rich:

On August 28, 1992, the Commission entered an Order granting Paging Network of Pittsburgh, Inc.'s ("PageNet") application to extend its certificated service area to include Sharon, Mercer County and Utica, Venango County. The Commission required that within ninety days of the entry date, PageNet file with the Tariff Section of Special Assistants a tariff supplement to include the newly certificated service areas.

PageNet's currently effective tariff, a copy of which is attached hereto, already encompasses Mercer and Venango Counties, where the newly certificated service area is located. Therefore, it is our belief that a tariff supplement is unnecessary. We would appreciate confirmation of this understanding. In the event, however, that a tariff supplement is required, we will promptly make such a filing.

Also enclosed is an "RSSM Stamp-In" copy of this letter. We would appreciate your date stamping this copy indicating receipt and returning it to us in the enclosed, pre-addressed stamped envelope.

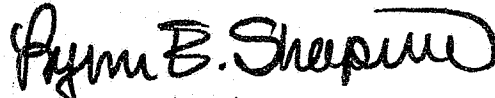
DOCUMENT
FOLDER

REED SMITH SHAW & McCLAY

Mr. Jerry Rich
September 1, 1992
Page 2

Should any questions arise in connection with this matter, kindly contact the undersigned counsel directly. Thank you for your attention to this matter.

Sincerely yours,

A handwritten signature in cursive script that reads "Lynn E. Shapiro". The signature is written in dark ink and is positioned above the printed name.

Lynn E. Shapiro

Enclosure

Folder A330013

Tariff Radio-Telephone
Pa. P.U.C. No. 1

PAGING NETWORK OF PITTSBURGH, INC.
PUBLIC LAND MOBILE RADIO
COMMON CARRIER SERVICE

RECEIVED
SEP - 1 1992
SECRETARY'S OFFICE
Public Utility Commission

REGULATIONS AND SCHEDULE OF CHARGES APPLYING TO
ONE-WAY PUBLIC LAND MOBILE RADIO COMMON CARRIER
SERVICE FROM LAND STATIONS TO RECEIVERS WITHIN
THE PENNSYLVANIA SERVICE AREAS OF PAGING
STATIONS IN OR NEAR PITTSBURGH, PENNSYLVANIA.

By: George M. Perrin, President
Paging Network of Pittsburgh, Inc.
4965 Preston Park Boulevard
Suite 500
Plano, Texas 75075

Issued: September 20, 1991

Effective: November 19, 1991

TABLE OF CONTENTS

| | | <u>Page</u> |
|---|---------------|-------------|
| Application of Tariff | Original Page | 3 |
| Concurring, Connecting and Other Participating Carriers | Original Page | 2 |
| Explanation of Symbols, Reference Marks, and Abbreviations of Technical Terms | Original Page | 2 |
| List of Changes (check sheet) | Original Page | i |
| Mobile Service Area | Original Page | 11 |
| Rates | Original Page | 12 |
| Alphanumeric Display Service | Original Page | 12 |
| Digital Display Service | Original Page | 12 |
| Flexible Rate | Original Page | 13 |
| Group Call Feature | Original Page | 13 |
| Multiple Portable Receivers or Features | Original Page | 13 |
| Other Charges | Original Page | 14 |
| Programmable Number Feature | Original Page | 13 |
| Tone-Only Service | Original Page | 12 |
| Regulations | | |
| Availability of Service | Original Page | 5 |
| Definitions | Original Page | 4 |
| Denial of Service | Original Page | 9 |
| Deposits | Original Page | 8 |
| Initial Contract Period and Termination of Service by Subscriber | Original Page | 8 |
| Liability of Carrier | Original Page | 6 |
| Obligation of Subscriber | Original Page | 5 |
| Payment of Bills | Original Page | 9 |
| Priorities for Service to Subscribers | Original Page | 10 |
| Provision of Equipment | Original Page | 5 |
| Undertaking of Carrier | Original Page | 5 |
| Table of Contents | Original Page | 1 |

CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

There are no concurring, connecting or participating carriers, except to the extent that the facilities of The Bell Telephone Company of Pennsylvania are made available for interconnection with the Carrier's facilities.

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

The following symbols shall be used in this tariff for the purposes indicated below.

- (I) to signify Increase
- (D) to signify Decrease
- (C) to signify Change

A. APPLICATION OF TARIFF

This tariff applies to Domestic Public Land Mobile Radio Service (one-way communications) furnished by Paging Network of Pittsburgh, Inc. (herein referred to as "Carrier") from its land radio-telephone station(s) located in or near Allegheny, Armstrong, Beaver, Butler, Cambria, Clarion, Fayette, Greene, Indiana, Jefferson, Lawrence, Mercer, Somerset, Venango, Washington and Westmoreland counties to portable receivers within the service area thereof.

B. REGULATIONS

1. Definitions

Domestic Public Land Mobile Radio Service. A public communication service for hire for the transmission of signals from base radio stations to portable receivers, which includes the following types of one-way communications: tone only, tone and voice, digital display and alphanumeric display.

Call. One-way communication from a base station or from a landline telephone station through a base station to a portable receiver which will activate such receiver, producing an alert signal. A call may include a digital display message, an alphanumeric display message, or a voice message.

Tone-Only One-Way Communication. One-way communication from a base station or from a landline telephone station through a base station to a portable receiver which will activate such receiver, producing an alert signal.

Digital Display One-Way Communication. One-way communication from a base station or from a land line telephone station through a base station to a portable receiver which will activate such receiver producing an alert signal followed by a numeric display message.

Alphanumeric Display One-Way Communication. One-way communication from a base station or from a landline telephone station through a base station to a portable receiver which will activate such receiver producing an alert signal followed by an alphanumeric display message. The alphanumeric message may consist of letters, numbers, punctuation or spaces, or a combination thereof, not exceeding 80 characters in length.

B. REGULATIONS (continued)

1. Definitions (continued)

Receiving Unit. A portable receiver capable of delivering alert signals and producing digital or alphanumeric displays or voice messages.

2. Availability of Service

Service is available to any person who wishes to become a subscriber. The service is available to persons within range of the central land stations located in or near Pittsburgh, Pennsylvania, through which such service is furnished and subject to transmission, atmospheric, terrain, propagation, and other like limitations.

3. Provision of Equipment

Subscribers have the option of providing their own equipment compatible with the Carrier's service. When the portable receiver is provided by the subscriber, it must be compatible with the proper operation of the service and is subject to approval by Carrier. Carrier assumes no liability if subscriber's portable receiver is rendered obsolete by changes to Carrier's operating system. Equipment rates, rentals, maintenance, installation, special options or removal costs are not subject under the carrier's tariff to Pennsylvania Public Utility Commission rate regulation.

4. Undertaking of Carrier

The obligation of Carrier to furnish service is dependent upon its ability to secure and retain suitable facilities and rights for maintenance of the necessary circuits and the construction of the necessary equipment.

5. Obligation of Subscriber

The subscriber will assume responsibility for the loss of, or damage to, portable receivers owned by Carrier by fire, theft, collision and similar causes, as well as for loss or damage caused by the deliberate action or negligence of the subscriber.

B. REGULATIONS (continued)

6. Liability of Carrier

- a. Because of unavailability of errors incident to the service, and to the use of the facilities furnished by Carrier, the services and facilities furnished by Carrier are subject to the terms, conditions and limitations herein specified.
- b. In the event of an interruption to the service, which is not due to the negligence or willful act of the subscriber, there will be allowed after due notice by the customer a pro rata adjustment of the monthly charges involved, for the service rendered useless and inoperative by reason of the interruption, during the time said interruption continues in excess of twenty-four hours from the time it is reported to Carrier, or detected by it.
 - (1) In computing the amount of the pro rata adjustment, the following formula shall be used. The adjustment shall be a fraction of the minimum monthly charge for service. The numerator of the fraction shall be the total number of hours of the interruption to the service in excess of 24 hours from the time the interruption is reported to Carrier or detected by it. A period of time less than 30 minutes shall be disregarded and a period of time of 30 minutes or more shall be considered an additional hour. The denominator of the fraction shall be 720 hours.
- c. The liability of Carrier for damages arising out of delays in installation or restoration of service and/or facilities or out of mistakes, omissions, interruptions, or errors or defects in transmission occurring in the course of providing service and/or facilities shall in no event exceed the allowance, if any, available under 6.b preceding. There shall be no liability of Carrier for damages arising out of the fault of facilities or equipment furnished by other than the Carrier. Carrier shall in no event be liable for interruption or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by acts of God, flood, fire, war, riots, acts of Government, or other causes beyond its control, whether similar to the foregoing or not.

B. REGULATIONS (continued)

6. Liability of Carrier (continued)

- d. Carrier is not liable for damage for any accident or injury occasioned by a portable receiver or by supplementary apparatus provided in connection therewith when such accident or injury is not due to the negligence of Carrier.

B. REGULATIONS (continued)

7. Deposits

- a. Carrier may, in order to safeguard its interests, require a deposit. In no event will deposits be required in excess of the estimated gross bill for any single billing period plus one month (the maximum period not to exceed four months), with a minimum of \$5.00.
- b. Deposits shall be returned to a depositor when he shall have paid undisputed bills for service over a period of twelve consecutive months; and any depositor having secured the return of a deposit shall not be required to make a new deposit unless the service has been discontinued or the subscriber's credit standing impaired, in the Carrier's opinion, through a failure to comply with tariff provisions.
- c. The payment of any undisputed bill shall be payment of the bill with or without discount or penalty within thirty days following the period for which the bill was rendered or payment within thirty days following presentation of the bill, or the payment of any contested bill, payment of which is withheld beyond the period herein mentioned and the dispute is terminated substantially in favor of the subscriber and payment made by the subscriber within ten days thereafter.
- d. Interest shall be paid on deposits at the rate of nine percent per annum without deduction for any taxes thereon. Interest is payable at the termination of the deposit.

8. Initial Contract Period and Termination by Subscriber

- a. Contract Periods - The initial contract period for service and facilities is one month.

B. REGULATIONS (continued)

8. Initial Contract Period and Termination by Subscriber (continued)

- b. Termination by Subscriber - Service or facilities may be terminated by the subscriber at any time, subject to payment of full charges for that period service is rendered, except that, if termination occurs within the initial contract period, charges apply for the full initial contract period.

9. Denial of Service

In the event of abandonment of the equipment provided by Carrier, the nonpayment of any sum due, or of any violation of the Communications Act of 1934, as amended, or of the rules and regulations of the Federal Communications Commission and the Pennsylvania Public Utility Commission, Carrier may either temporarily deny service or may terminate the Contract.

10. Payment of Bills

- a. Monthly recurring charges for service are billed monthly in advance and are payable when the service has been rendered.
- b. A late payment penalty of one and one quarter percent (1 1/4%) a month (simple interest) on the unpaid balance of any bill not paid within thirty (30) days after the bill is rendered may be imposed. If a bill is paid by mail, the date of the postmark will be considered the date of payment.

B. REGULATIONS (continued)

11. Priorities for Service to Subscriber

Subscriptions to one-way communications service to portable receivers shall be afforded by customer categories in the following order or precedence:

a. Category 1 - Public Safety and Health

Official federal, state, country and municipal government agencies protecting the public safety and health; private organizations and persons engaged primarily in protecting the public safety and health, such as physicians, hospitals, ambulance services, volunteer fire departments, American Red Cross, licensed protective patrols and armored cars and similar agencies.

b. Category 2 - Public Service

Contract carriers, common carriers, and public utilities (exclusive of taxicab and livery service), for communications other than correspondence of the general public.

c. Category 3 - Quasi Public Service

Emergency repair organizations, not included in Category 1, protecting health and property, press associations, newspapers and broadcasting stations.

d. Category 4 - Physically Handicapped

Persons who, because of physical handicaps, operate specifically-equipped vehicles and are unable to leave such vehicles without assistance.

B. REGULATIONS (continued)

11. Priorities for Service to Subscriber (continued)

e. Category 5 - Industrial

Gas or oil producing or drilling operators; producers and distributors of fuel and lumber and other construction materials and equipment; food processing, distribution and storage organizations, producers of substantial quantities of food, business concerns engaged in construction of housing and industrial or public works, taxicabs and livery service.

f. Category 6 - Traveling Public

Trains and watercraft where service is made available to passengers.

g. Category 7 - All Others

After initial establishment of service in accordance with the foregoing table of priorities, when the facilities of Carrier are insufficient to furnish service to all who desire radio dispatch service to mobile receivers, new or additional mobile receivers shall be ranked within the categories noted above in order to date of filing of applications for service and service shall be afforded such applicants as facilities become available in descending order of precedence.

C. MOBILE SERVICE AREA

The mobile service area of this Domestic Public Land Mobile Radio (one-way) Service is the Carrier's entire authorized service territory in Pennsylvania.

D. RATES

The monthly service rate per receiving unit set forth in Sections D.1-D.4 includes one address or telephone number. Charges for additional addresses are set forth below in Section D.5. All subscribers shall have the option to choose among the following rate schedules for service:

1. Tone-Only Service

| <u>Number of Units</u> | <u>Rate per Month per Unit</u> |
|------------------------|--------------------------------|
| 1 - 3 | \$6.50 |
| 4 - 9 | 5.75 |
| 10 - 49 | 5.00 |
| 50 - 99 | 4.50 |
| 100 - 249 | 4.00 |
| 250+ | 3.00 |

2. Digital Display Service

| <u>Number of Units</u> | <u>Rate per Month per Unit</u> |
|------------------------|--------------------------------|
| 1 - 3 | \$9.00 |
| 4 - 9 | 8.00 |
| 10 - 49 | 7.00 |
| 50 - 99 | 6.00 |
| 100 - 249 | 5.00 |
| 250+ | 4.00 |

3. Alphanumeric Display Service

| <u>Number of Units</u> | <u>Base Rate per Month per Unit</u> |
|------------------------|-------------------------------------|
| 1 - 3 | \$10.00 |
| 4 - 9 | 9.50 |
| 10 - 49 | 9.00 |
| 50 - 99 | 8.50 |
| 100 - 249 | 8.00 |
| 250+ | 7.50 |

The base rates for alphanumeric display service include the first 50 calls per month. Calls in excess shall be charged at \$0.20 per call.

D. RATES (continued)

4. Programmable Number Feature

With portable receivers that are capable of being programmed to receive calls made to more than one telephone number, the charge for additional numbers is \$1.00 per month per additional number.

5. Group Call Feature

This service provides signalling to two or more pagers with the same paging address in order that each of the pagers can be called with one number. A monthly charge of \$1.00 per pager applies.

6. Multiple Portable Receivers or Features

All monthly rates apply to each portable receiver to which Carrier provides mobile radio telephone service.

7. Flexible Rate

This rate is available when Carrier determines that a customer has the opportunity to receive service from a competitor at a rate less than the rate stated elsewhere in Carrier's tariff Section D and will subscribe to the competitor's service in lieu of Carrier's service. The rate for service will not be more than the rate in Carrier's tariff Section D nor less than the cost of providing service to the customer.

D. RATES (continued)

8. Other Charges

The charges specified in Part D of this tariff relate only to the radio link of the service provided. Charges for local wireline telephone service, toll wireline telephone service, wireline teletypewriter service, and the lease of wireline facilities incurred in connection with Domestic Public Land Mobile Radio Service will be paid by the subscriber and are not included in the schedule of charges in Part D.