Supplement # 5 Telephone-Pa P.U.C. No. 2 Title Page

TARIFF APPLICABLE TO RESOLD AND FACILITIES-BASED COMPETITIVE LOCAL EXCHANGE SERVICES WITHIN THE COMMONWEALTH OF PENNSYLVANIA PROVIDED BY FIRST COMMUNICATIONS, LLC IN THE SERVICE TERRITORY OF VERIZON, PA.

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provisions contained in this tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Issued: August 19, 2016 Effective: September 19, 2016

Local Exchange Tariff

Supplement #5
Telephone-Pa P.U.C. No. 2
Preface
3rd Revised Page No. 0.1
Replacing 2nd Revised Page No. 0.1

Supplement Number 5

(C)

TARIFF APPLICABLE TO RESOLD AND FACILITIES-BASED COMPETITIVE LOCAL EXCHANGE SERVICES

PA PUC Tariff No. 2

LIST OF MODIFICATIONS

Revision	Section No.	Page	Section	<u>Change</u>	(C)
$3^{\rm rd}$	Preface	0.1		Modifications in Supplement #5	ĺ
5 th	Preface	1		Updates Check Sheet	
$3^{\rm rd}$	Preface	5		Updates Check Sheet	
$3^{\rm rd}$	Preface	10		Adds new sections to Table of Contents	
Original	5	23	5.2.1	Adds new Grandfathered Service	
Original	5	24	5.2.2	Adds new Grandfathered Service	
Original	5	25	5.2.2	Adds new Grandfathered Service	
Original	5	26	5.2.3	Adds new Grandfathered Service	
Original	5	27	5.3.1	Adds new Grandfathered Service	
					(C)

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Local Exchange Tariff

Supplement #5
Telephone-Pa P.U.C. No. 2
Preface
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Check Sheet

Pages inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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DEFINITIONS

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First Communications, LLC 3340 West Market Street Akron, OH 44333

^{*}New or Revised Pages

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EXPLANATION OF REVISION MARKS

The following symbols will be used throughout this tariff for purposes of revising the tariff as indicated below:

C - To signify any change

D - To signify a rate decrease

I - To signify a rate increase.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of Resold/Facilities-Based Competitive Local Exchange Carrier services by First Communications, LLC, hereinafter referred to as the Company, to Customers within the service territory of Verizon Pennsylvania, Inc.

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 1996), and with the Commission=s applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below:

Advance Payment

Payment for all or part of a charge required before the start of service.

Applicant

A person, firm, corporation or other entity who seeks to become a Customer of the Company.

Authorized-User

A person, firm, corporation or other legal entity authorized by the provider of the service to use the services being provided.

Carrier

A company certified by the Pennsylvania Public Utility Commission to provide telecommunications services within Pennsylvania.

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<u>DEFINITIONS</u>(continued)

Class of Service - Business, Residential

The Company provides two classes of Service: Business and Residential. The classification of a Customer=s service as business or residence is determined by these regulations which define the character of use for rate purposes:

- 1. Service will be classified as Business if:
 - A. The service is used primarily or substantially for a paid commercial, professional or institutional activity; or
 - B. The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of activity for pay; or
 - C. The service number is listed as the principal or only number for a business in any telecommunications directory; or
 - D. The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement, for a charitable or civic purpose shall not constitute business use of service unless other factors are involved.
- 2. Service will be classified as Residential if none of the conditions of A. preceding apply, and;
 - A. The use of the service is primarily and substantially of a social or domestic nature; and
 - B. Service is located in a residence or, in the case of a combined business and residence premises, the service is located in bona fide residential quarters of such premises while business service is isolated in the business quarters of the same premises.
- 3. Service classification is determined at the sole discretion of the Company pursuant to the conditions stated above. The Company may, at its discretion, levy charges for services which have been misclassified.

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<u>DEFINITIONS</u> (continued)

Company

First Communications, LLC

Customer

A person, firm, corporation or other entity that is authorized by the Company to use the Company=s telecommunications services included in this tariff, is responsible for payment of charges included in this tariff, and is responsible for compliance with the Company=s tariff regulations.

Direct Inward Dial

A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

<u>Installation Charges</u>

Charges which are assessed on a non-recurring basis at the establishment of a service. The terms Ainstallation charges@ and Anon-recurring charges@ are used inter-changeably within this tariff to refer to non-variable charges.

Joint-User

An authorized-user (as defined above) who is co-authorized by the provider of the service to jointly use the service being provided.

Kbps

Kilobits per second, which denotes thousands of bits per second.

Monthly Charges

Charges which are assessed for services included within this tariff on a recurring, monthly basis. It can be assumed that all services offered within this tariff are charged a monthly charge unless otherwise identified.

Mbps

Megabits, or millions of bits per second.

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<u>DEFINITIONS</u> (continued)

Multi-Frequency or (AMF@)

An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/Key systems.

Service Surcharge

An additional sum added to the usual amount or cost.

Station

Telephone equipment from or to which calls are placed.

<u>Trun</u>k

A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User

A Customer or any other person authorized by the Customer to use service provided under this tariff.

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1. REGULATIONS

1.1 Undertaking of the Company

1.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Pennsylvania under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provide by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

1.1.2 Shortage of Equipment and Facilities

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

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1.1.3 Terms and Conditions

- 1.1.3.1 Except as otherwise provided herein, service is provided and billed on a the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days= notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 1.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, 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.
- 1.1.3.3 At the expiration of the initial term specified in the applicable Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current tariff rates until terminated by either party upon 30 days= written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination term of the Service Order shall survive such termination.
- 1.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Pennsylvania without regard for the State=s choice of laws provision.

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- 1.1.3.5 Another carrier must not interfere with the right of any person or entity to obtain service directly from the Company. Customer is absolutely prohibited from reselling these services or using the service to compete with the Company.
- 1.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 1.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company=s agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 1.1.3.8 below. The Company is not liable for interruption of service due to any failure of Customer premises equipment provide by the Company or the Customer.
- 1.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer=s failure to comply with this provision.

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1.1.4 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers= services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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1.2 <u>Liability of the Company</u>

- 1.2.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission by the Company or any third parties, shall be limited to the extension of allowances for interruption as set forth in Section 1.10, below. The extension of such allowances for interruption shall be the sole remedy of the customer and the sole liability of the Company. THE COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES TO CUSTOMER, OR OTHERS USING THE SERVICE SUPPLED TO CUSTOMER BY THE COMPANY, AS A RESULT OF ANY COMPANY SERVICE, EQUIPMENT, OR FACILITIES, OR THE ACTS, OMISSIONS, NEGLIGENCE OF THE COMPANY=S EMPLOYEES, AGENTS, OR SUPPLIERS.
- 1.2.2 With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 1.10, the Company=s liability, if any, shall be limited as provided in Section 1.2.9.
- 1.2.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 1.2.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company=s Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.

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- 1.2.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer, or due to the failure or malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer premises equipment purchased or leased from the Company by the Customer.
- 1.2.6 The Customer shall indemnify and hold the Company harmless (including costs and reasonable attorney=s fees) from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. Notwithstanding the enforcement of the above provisions, the Company further reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 1.2.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company=s agents or employees. No agents or employees of other participating carriers, or supplying carriers to the Company, shall be deemed to be agents or employees of the Company.
- 1.2.8 Notwithstanding the Customer=s obligations as set forth in Section 1.4.2, the Company shall be indemnified, defended, and held harmless (including costs and reasonable attorney=s fees) by the Customer or by others authorized by it to use the service against any claim, loss or damage arising directly or indirectly from Customer=s use of services furnished under this tariff, including:
 - A. claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company=s service; or
 - B. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; or
 - C. all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

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- 1.2.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed an amount in liquidated damages equivalent to the greater of five hundred dollars (\$500.00) or twice the applicable amount for interruption as set forth in Section 1.10, and no action or proceeding against the Company shall be commenced more than one year after the service related to the claim is rendered.
- 1.2.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 1.2.11 The Company shall not be liable for any act or omission of any other company or companies supplying a portion of the service, or for damage associated with service, channels, or equipment which it does not furnish, or for damages which result form the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 1.2.12 The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- 1.2.13 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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- 1.2.14 The Company shall not be liable for the Customer=s failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company=s network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company=s service, that the signals emitted into the Company=s network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 1.3.1 following, and that the signals do nat damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to the Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer=s expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer=s service without liability.
- 1.2.15 With respect to Emergency Number 911 Service:
 - A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
 - B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

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- 1.2.16 The Company=s liability arising from errors or omissions in Directory Listings shall be limited to the amount of actual impairment to the Customer=s service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs.
- 1.2.17 In conjunction with a private listing and semi-private listing services, as described in Section 2.7.2, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
- 1.2.18 When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information under the provisions as described above.

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1.3 Provision of Equipment and Facilities

1.3.1 General

- 1.3.1.1 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 52 Pa Code ' 63.58 and this tariff.
- 1.3.1.2 The Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.
- 1.3.1.3 Equipment installed at the Customer premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
- 1.3.1.4 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. Beyond this responsibility, the Company shall not be responsible for:
 - A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer provided equipment; or
 - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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1.3.2 Non-Routine Installation

At the Customer=s request, installation and/or maintenance may be performed outside the Company=s regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer=s request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

1.3.3 Ownership of Facilities

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

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1.3.4 Use of Service

Service is furnished for use by the Customer and may be used only by others as specifically provided elsewhere in this tariff.

1.3.4.1 Unlawful Use of Service

Service shall not be used for any purpose in violation of law or for any as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. The Company shall refuse to furnish service to an Applicant or shall disconnect the service of an existing Customer when:

- A. A judicial order shall be issued finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- B. The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

Termination of service shall take place after reasonable notice is provided the Customer, or as ordered by the Court.

If communications facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to the Company the written finding of a judge, then upon written request of the subscriber, and agreement to pay Restoral of Service charges and other applicable Service Charges, the Company shall promptly restore such service.

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1.3.4.2 Obscenity

Service shall not be used to make oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

1.3.4.3 <u>Impersonation</u>

Service shall not be used to impersonate another person with fraudulent or malicious intent.

1.3.4.4 Harassment

Service shall not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass such other person.

1.3.4.5 Fraudulent Use

- A. Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information without payment of the charges applicable to such use.
- B. No device shall be used by a Customer with the service or facilities of the Company for the purpose of avoiding payment of the applicable charge.

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1.3.4.6 Interference with or Impairment of Service

Service shall not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

1.3.4.7 Subscribing to Adequate Service

If a Customer=s use of service interferes unreasonably with the service of other Customers, the interfering Customer will be required to take service in sufficient quantity or of a different class or grade.

1.3.4.8 Telephone Solicitation by Use of Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

1.3.4.9 Common Receptionist

A Business Customer may extend service capable of two-way communication to the location of another Business Customer for the purpose of performing clerical services which include the answering and originating of telephone calls. All regulations governing the use of service and the charges normally associated with the equipment and channels involved are applicable.

1.4 Obligations of the Customer

1.4.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for damage to, or loss of, the Company=s facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer=s premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated to the Company=s right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 1.4.1.C. Any costs associated with obtaining and maintaining rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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1.4.1 General (continued)

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company=s facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company=s opinion, injury or damage to the Company=s employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 1.4.1.D. above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company=s equipment or facilities or Customer premises equipment leased or purchased by the Customer from the Company; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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1.4.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys= fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representative or invitees; or
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company=s services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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1.4.3 <u>Station Equipment</u>

The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of service my be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company=s right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 1.10 following is not applicable.

The Customer is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company=s employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer=s expense.

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1.4.4 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer=s expense.

The Company=s services (as detailed in Section 2 of this Tariff) may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

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1.4.5 <u>Inspections</u>

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 set forth in Section 1.4.3 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer=s equipment must meet.

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1.5 Establishment of Service

1.5.1 Application for Service

An application for service, whether made orally, in writing, or by action of the Customer (e.g., use of Company=s services) establishes the contract between the Company and the Customer on the terms and conditions set forth in this tariff. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred.

1.5.2 Minimum Contract Periods

- 1.5.2.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a non term agreement Customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the Customer=s account without a record keeping or service ordering charge. The Customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- 1.5.2.2 Except as provided in 1.5.2.1 preceding, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.
- 1.5.2.3 The Company may require a minimum contract period longer than one month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction, necessary to meet special demands and involving extra costs.

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- 1.5.3 Cancellation of Application for Service Prior to Establishment of Service
- 1.5.3.1 Where the Applicant cancels an order for service prior to the start of installation or special construction of facilities, no charge applies, except to the extent Company incurs a service order or similar charge from a supplying carrier prior to cancellation.
- 1.5.3.2 Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the lower of the following charge applies:
 - A. The total costs (including overheads) in connection with providing and removing such facilities.
 - B. The monthly charges for the entire initial contract period of the service ordered by the Customer as provided in this tariff plus the full amount of any installation and termination charges applicable.
- 1.5.3.3 Where special construction of facilities has been started prior to the cancellation, and there is another requirement for the specially constructed facilities, in place, no charge applies.
- 1.5.3.4 Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction (including overheads) applies. Where one or more, but not all, of the services involved in the special construction are canceled, a charge equal to the cost (including overheads) incurred for the discontinued service applies.
- 1.5.3.5 Installation or special construction of facilities for a Customer starts when the Company incurs an expense in connection therewith which would not otherwise have been incurred and the Customer has advised the Company to proceed with the installation or special construction.

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1.5.4 Establishing Credit

- 1.5.4.1 The Company, in order to assure the payment of its charges for service, may require Applicants and Customers to establish and maintain acceptable credit.
- 1.5.4.2 The establishment or re-establishment of acceptable credit as provided in this Section shall not relieve the Applicant or Customer from compliance with other provisions of this tariff as to advance payments and the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

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1.5.4.3 Applicants for Service

The Company may refuse to furnish service to an Applicant that has not established acceptable credit or has not paid charges for service of the same classification (Residence or Business) previously furnished by the Company at the same or another address, until arrangements suitable to the Company, including deposit arrangement, have been made to pay such charges.

- A. Residence service Applicants may establish credit in one of the following ways:
 - Responding in a manner satisfactory to the Company to a set of standard questions, known as the Credit Evaluation Process (CEP). The Applicant may be required to provide proof in support of these responses. The written procedures for the CEP are available for public inspection at the Company=s main office.
 - 2 Paying a cash deposit to the Company in accordance with Section 1.5.5 below.
 - Providing a sufficient written guarantee of payment for service by a guarantor satisfactory to the Company. The guarantee shall be made in a letter that is substantially similar to the form in 1.5.4.6 below.
 - 4 Providing a surety bond, provided that such surety bond has been issued by an insurance company that is satisfactory to the Company.
 - 5 Demonstrating a satisfactory payment history under the terms of 52 PA Code '64.32(1) or '64.32(3).
 - Verification of ownership of or entry into an agreement by the Applicant to purchase real property in the area served by the Company, or rental of a residence under a lease of 1 year or longer by the Applicant, unless the Applicant has an otherwise unsatisfactory payment history under the conditions stated in 52 PA Code '64.32(1) within the past 2 years.

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- B. Business service Applicants may establish credit by meeting the requirements of the Company=s Business Credit Evaluation Plan or of 1.5.4.3.A.2 or 1.5.4.3.A.4.
- C. Where verification of an Applicant=s credit is expected to take more than 3 business days, the Company may permit service to be installed upon the Advance Payment by the Applicant of an amount equal to applicable service charges and initial non-recurring charges applicable for service installation plus the estimated amount of the Applicant=s bill based upon one month=s service. Such Advance Payment will be credited to the Applicant=s service account but does not relieve the Applicant of the responsibility to subsequently establish credit in accordance with 1.5.4.3.A. or 1.5.4.3.B. Advance payments shall be in accordance with §64-15 52 Pa. Code.

If credit is not so established, the Customer=s service may be suspended not sooner than seven (7) days after a suspension notice is sent to the Customer. After the suspension, the Customer=s service may be disconnected not sooner than ten (10) days after written notice of intention to disconnect is sent to the Customer.

When a Customer=s service has been disconnected in accordance with the above, service will not be reconnected until the Customer has established credit or furnishes a deposit and/or advance payment.

D. If deposit or payment of an outstanding account is required before furnishing service, the Company shall inform the applicant in writing of the reasons for denial of credit and how to obtain service.

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1.5.4.4 Existing Customers

- A. A Customer may be required to reestablish credit by the payment or increase of a cash deposit in accordance with Section 1.5.5 following when any of the following conditions occur:
 - 1. The Customer makes payment of two consecutive bills, or of more than two bills within the preceding 12 months, after the payment due date.
 - 2. As a condition to the reconnection of service after suspension or termination of service for non-payment of a delinquent account.
- B. Payment by the Customer of delinquent bills will not of itself relieve the Customer from the obligation of establishing his credit with respect to the account involved or with respect to any other account in connection with the same or any other class of service which the Company may be providing such Customer.
- C. A Customer may be required to reestablish credit in accordance with 1.5.4.3 when the amount of service furnished or the basis on which credit was formerly established has significantly changed.
- D. Before requesting a deposit, the Company shall give the Customer written notice of its intent to request a deposit if current and future bills continue to be paid after the due date. The Company must send a written notice to a Customer requesting the reestablishment of credit. If a Customer fails to reestablish his credit as required by the Company, the Customer=s service may be suspended not sooner than seven (7) days after a separate suspension notice is sent. Customers will be informed of the reasons for denial of credit before suspension of service. After the suspension, the Customer=s service may be disconnected not sooner than ten (10) days after written notice of intention to disconnect is sent.

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1.5.4.5 Political Campaign Service Accounts

Special rules for extending credit apply to political campaign service accounts, that is, accounts established by or on behalf of candidates for Federal, State, or Local office.

- A. The Company will require an Applicant for political campaign service to:
 - 1 Make an advance payment in an amount equal to service charges and initial nonrecurring charges applicable for service installation for a two (2) month period; and
 - Provide security in the form of a Cash Deposit, a surety bond or an irrevocable bank letter of credit in an amount equal to the estimated billing for each future two (2) month period. In the case of service for less than two months, the Company will require an Applicant to make an advance payment in an amount equal to the billing for the entire service period.
- B. The Company will require a political account to maintain its security on a continuing basis in an amount equal to the estimated billing for each future two-month period.

If a political account fails to supply the full amount of security required, the Company may disconnect service not sooner than seven (7) days after a suspension notice is sent to the Customer. After the suspension, the Customer=s service may be disconnected not sooner than ten (10) days after written notice of intention to disconnect is sent to the Customer.

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1.5.4.6 <u>Letter of Guarantee</u>

First Communications, LLC 3340 West Market Street Akron, OH 44333	
Gentlemen:	
In consideration of First Communications, LLC ("First Comm") providing telephone service to (name and address of Applicant) hereafter, called the ACustomer,@ and accepting this Letter of Guaranty in place of a deposit for security, I hereby guarantee payment of the Customer=s final telephone bill if the service is disconnected. However, my liability will not exceed \$or which amount this shall be a continuing guarantee.	
I waive communication and notice of First Comm=s acceptance of this Letter of Guaranty and acknowledge that I have received notice sufficient to obligate me a Guarantor in case First Comm calls upon me to pay the final bill for telephone service furnished to the Customer.	
Dated this day of, 20 (Signature of Guarantor) (Name of Guarantor) (Telephone Number)	

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1.5.5 <u>Cash Deposits</u>

1.5.5.1 Amount of Deposits

The amount of deposit (U.S. currency) which a new or existing Customer may be required to pay to the Company as a means of establishing credit shall be determined as follows:

A. Applicant

Business

An amount not to exceed two (2) months of the Applicant=s estimated monthly billing based upon the average monthly bill for that class and type of service.

Residence

An amount not to exceed the estimated average two (2) month bill for basic service plus the average two (2) month toll charges for existing Residential Customers in the Applicant=s exchange during the immediately preceding twelve (12) month period for that type and Class of Service.

B. Existing Customer

Business

An amount not to exceed two (2) months of the Company=s average monthly billing for the past six (6) months to that Customer. If the Customer has had service for less than six (6) months, the amount will not exceed two (2) months of the estimated monthly billing based upon the average monthly bill for that type and Class of Service.

Residence

An amount not to exceed the Customer=s average two (2) month bill, including toll charges, during the preceding twelve (12) month period.

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1.5.5.2 Initial Payment

The initial one-half (2) of the amount is due from an Applicant prior to installation and the remaining amount shall be due not sooner than thirty (30) days from the initial deposit payment by an Applicant. The full deposit is due from an existing Customer within twenty (20) days of the date upon which the request for deposit was made. At the option of the Applicant or Customer, the deposit may be paid on a more expedited schedule.

1.5.5.3 Adjustments to Deposit

The amount of a deposit may be adjusted on the basis of 1.5.5.1. preceding, at the option of the Customer, Applicant or the Company at any time when the character or degree of the Customer=s use of the service has materially changed, or when it develops that the character or degree of such use will materially change, and such change is not temporary.

1.5.5.4 Interest to be Paid on Deposits

Interest will be paid on customer deposits in accordance with '64.41 of 52 Pa. Code. Interest at the rate if 9% will be paid on deposits without deductions for taxes thereon. In no case shall interest be allowed for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. Interest shall be computed from the date of payment of the deposit and shall be paid to the Customer as follows:

- A. By payment annually to the Customer, or
- B. At the option of the Company or the Customer, by application to the Customer=s deposit when the deposit is refunded or to an unpaid bill of the Customer in accordance with Section 1.5.5.5 following.

1.5.5.5 <u>Refund or Application of Deposits</u>

The Company will refund deposits, within twelve (12) months, including accrued interest, upon surrender of the receipt of certificate of deposit properly endorsed, or delivery of a cancellation receipt for the deposit, in the Company so requests, when:

A. All of the following conditions occur:

- 1. The Customer has paid any past due bill for service owed to the Company.
- 2. Service has not been discontinued for nonpayment.
- 3. The Customer has not paid late three (3) times or more.
- 4. The Company has not provided evidence that the Customer used a device or scheme to obtain service without payment.

B. Or any of the following occurs:

- 1. The Customer establishes credit by other means in accordance with Section 1.5.4 preceding.
- 2. The service is terminated and the bills are paid in full, or
- 3. The Applicant cancels his application for service and any charges incurred are paid in full.

When the service is terminated or the application is canceled and there are charges due the Company, the deposit plus interest will be applied to the charges, and the balance, if any returned to the Customer or Applicant.

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- 1.6 <u>Billing / Payment</u>
- 1.6.1 <u>Customer Billing</u>
- 1.6.1.1 All billing practices will be in compliance with §64.11 §64.14 52 Pa. Code.
- 1.6.1.2 Bills will be issued once each month during a thirty (30) day period.
- 1.6.1.3 Services which are charged for at other than monthly rates are billed in advance for one month=s service in all exchanges.
- 1.6.1.4 Services which are charged for at other than monthly rates are billed in arrears, except when payment for messages is made by cash deposit in the coin telephone.
- 1.6.1.5 An unused portion of a usage allowance (which is included in the monthly rate for certain services) in one monthly period cannot be used in any other monthly period nor will refund or credit be given.
- 1.6.1.6 Detailed call information, such as the time at which the call was made, its destination will not be generally provided other than for long-distance telecommunications message service. Customers provided with additional detailed billing may be assessed detailed billing charges found in Section 2 of this tariff.
- 1.6.2 Payment of Charges for Service
- 1.6.2.1 The Customer is responsible for the payment of charges for all services furnished, including, but not limited to, all calls originated or accepted at a Customer=s service location regardless of the carrier providing service.
- 1.6.2.2 Payment shall be in United States currency or by instruments so denominated and payable on demand at par in Commercial banks in the locality where facilities and service are furnished.
- 1.6.2.3 Due date for payment will be determined in accordance with '64.12 of 52 Pa. Code. Payment is due on the due date shown on the bill, which must be at least twenty (20) days after the postmark date on the bill. Payment may be made by mail to the authorized payment locations of the Company. The effective date of payment to a branch office or authorized payment agent is the date of actual payment at that location. For payment by mail, payment shall be deemed to have been made on the date of the postmark. The Company shall not impose a late payment charge, nor mail or deliver notice of suspension to the Customer unless payment is received more than five (5) days after the due date. When the Company advises a customer by multiple notice or contacts and they contain different due dates, the date on or before which payment is due shall be the latest date contained in the notices listed in this section.

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- 1.6.2.4 Charges for a message originated at a coin telephone shall be paid by cash deposit in the coin telephone unless other arrangements for billing have been made.
- 1.6.2.5 When payment for service is made by check, a charge of \$25.00 will be made by the Company for each check returned by a bank to the Company for reason of not sufficient funds.
- 1.6.2.6 If the Customer remits to the Company on more than one occasion during a twelve month period a check, draft, or other instrument which is dishonored, the Company may refuse acceptance of further checks and place the Customer on a guaranteed basis. Under a guaranteed basis, the Company may refuse acceptance of anything as payment other than money orders, cashier=s checks, or guaranteed instruments denominated in U.S. dollars and guaranteed by or issued by a third party acceptable to the Company. The Company shall advise the Customer in writing of the restriction and of the various options available in paying by cash.

1.6.3 <u>Late Payment Charge</u>

1.6.3.1 In accordance with '64.16 of Pa. Code, a late payment charge of 1.25% per month (or the highest amount lawfully allowed, whichever is greater) shall apply to amounts shown on a monthly bill which remain unpaid after the due date referred to in 1.6.2 preceding. Late payment charges may not exceed a rate of 15% when annualized and may not include previously accrued late payment charges. Failure to bill interest in one month does not mean that the Company has waived its right to bill a Customer for accrued interest.

1.6.3.2 Regulations

- A. At the discretion of the Company, the late payment charge may be waived for Customers once in each calendar year.
- B. This charge does not apply to:
 - 1. Amounts which are in dispute at the time the late payment charge would otherwise be applied.
 - 2. Federal excise tax or any other taxes levied by law directly on the Customer.
 - 3. Amounts billed by the Company for other entities for which the charge is not authorized by those entities= appropriate tariffs or contracts.
- C. Credit, deposit and collection procedures outlined in this Section are not waived or foreclosed by the application of a late payment charge. The existence of any deferred payment agreement does not exempt a Customer from this charge.

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- 1.6.4 Failure to Pay Charges for Service
- 1.6.4.1 A Customer is considered to be delinquent in the payment of a bill when the total amount due is not received on or before the due date printed on the bill referred to in 1.6.2 preceding.
- 1.6.4.2 When a Customer is delinquent in the payment of a bill, the Company may suspend the Customer=s service not sooner than seven (7) days after a suspension notice is sent. After the suspension, the Company may disconnect the Customer=s service not sooner than ten (10) days after the mailing of a separate written notice of the Company=s intention to disconnect.
- 1.6.4.3 If a Customer is not satisfied with the resolution of disputes by the Company, the Customer may file a complaint with the Bureau of Consumer Services:

Bureau of Consumer Services Pennsylvania Public Utility Commission 400 North Street Commonwealth Keystone Building P.O. Box 3265 Harrisburg, PA 17105-3265

Telephone: (717) 783-5187 Facsimile: (717) 787-4750

The Bureau of Consumer Services shall have primary jurisdiction over all complaints arising under this Chapter.

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1.6.5 Restoration of Service

- 1.6.5.1 If any Customer=s service is restored after having been terminated in accordance with this tariff but a Company service order to terminate such service has not been completed when such service is restored, a Restoration of Service charge will apply as specified in Section 2.8 of this tariff. Monthly service charges will not apply for the period between the disconnection and reconnection.
- 1.6.5.2 When a Customer=s service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be reestablished only upon the basis of application for new service.

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- 1.7 Suspension, Termination, Discontinuation or Refusal of Service
- 1.7.1 Service may be terminated by the Customer prior to the expiration of the minimum contract period upon notice being given by the Customer to the Company five (5) days in advance of the desired date of termination. The Company shall thereafter render a final bill to the Customer for all services furnished and any applicable termination charges or fees as provided in this Section or elsewhere in this tariff.
 - A. Specifically, in case of additional directory listings and joint user service, where the listing has appeared in the directory, the termination charges are the charges due to the end of the directory period.
 - B. Specifically, in the case of special equipment for which the minimum contract period is in excess of one month at the same location, the termination charges are such proportion of the sum of the cost of the equipment and of its installation, plus the cost of removal, less the salvage value of the equipment removed, as the unexpired portion of the minimum contract period bears to the full minimum contract period.
- 1.7.2 Service may be terminated by the Customer after the expiration of the minimum contract period, upon oral or written notice given by the Customer to the Company five (5) days in advance of the desired date of termination specifying the date on which it is desired that service be discontinued. The Company shall thereafter render a final bill to the Customer for all services furnished and any applicable termination charges or fees as provided in this tariff. The Customer shall retain responsibility for service and equipment charges until the day and time on which service is requested to be discontinued. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and service rendered.

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1.7.3 The Company will suspend service in accordance with '64.61 of 52 Pa. Code.

The Company may suspend or refuse service for any of the reasons stated below:

- A. For failure to establish credit pursuant to applicable rules set forth in 1.5.4 preceding.
- B. For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the Applicant or Customer at the same or another location, or where the Applicant or Customer at the same or another location, or where the Applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another Applicant or Customer.
- C. For failure to provide Company representatives with necessary access to Company-owned service or equipment, after the Company has made a written request to do so.
- D. For failure to make payment in accordance with the terms of any deferred payment agreement.
- E. When the Company has reason to believe that a Customer has used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to disconnection.
- F. For violation or noncompliance with a Pennsylvania Public Utility Commission order.
- G. For violation or noncompliance with any rules and regulations of the Company on file with the Pennsylvania Public Utility Commission for which violation of or noncompliance with the Company is authorized by tariff to deny or refuse service.
- H. For violation of or noncompliance with municipal ordinances and/or other laws pertaining to telephone service.
- I. For failure to pay past due bill of a previous Customer of the premises to be served, provided that the Applicant for service voluntarily signed a form agreeing to assume responsibility for the bills of the previous Customer, or that the previous Customer is currently a member of the same household as the Applicant.

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- 1.7.3 The Company may suspend or refuse service for any of the reasons stated below: (Cont'd)
 - J. Without notice in the event that the Customer=s use of equipment adversely affects the Company=s service to others.
 - K. Without notice in the event that the Customer=s use of equipment will endanger public safety or health.
 - L. For a Customer who has not used the service for a period of 90 days and who appears, after investigation, to have left the community or who advised the Company that he or she does not desire to continue to be carried as a Customer.
 - M. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair.
 - N. Upon the Customer=s insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service.
 - O. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation.
 - P. Without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
 - Q. The Customer provides false information to the Company regarding the Customer=s identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company service(s).

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- 1.7.4 In accordance with '64371 of 52 Pa. Code, the Company shall mail or deliver written notice to the Customer at least 7 days before the date of suspension regardless of the grounds upon which suspension is sought, with the exception of the following: Failure to comply with the material terms of a payment agreement for toll or nonbasic service, or both. In these cases, the Company will comply with '64.81 of 52 Pa. Code.
- 1.7.5 In accordance with '64.62 of 52 Pa. Code, except for emergency situations, suspension or termination of Residential service for non-payment of charges may not commence on any of the following:
 - A. Saturday or Sunday;
 - B. A bank holiday;
 - C. A holiday upon which the Company business office is closed.
- 1.7.6 Notice of suspension shall clearly and fully include the following information, where applicable, in conspicuous print:
 - A. Reason for the proposed suspension.
 - B. Statement of accounts currently due, and of a required deposit.
 - C. Statement that a Restoration of Service charge will apply to have service restored after it has been suspended.
 - D. Date on or after which service will be suspended unless one of the following occurs:
 - 1. Payment is received in full.
 - 2. Grounds for suspension are otherwise eliminated.
 - 3. A deferred payment agreement is entered into in the good faith discretion of the Company.
 - 4. A dispute is filed with the Company.

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- 1.7.7 Notice of suspension of Residential Service shall not be mailed nor delivered by the Company if a notice of dispute was filed by the Customer, the dispute continues to exist, and the dispute concerns the subject matter of grounds for the proposed suspension.
- 1.7.8 If, at a time after the issuance of the suspension notice and before the suspension of service, a Residential Customer contacts the Company concerning the proposed suspension, an authorized employee of the Company shall fully explain in accordance with '64.74 of 52 Pa. Code, where applicable, some or all of the following:
 - A. Reasons for the proposed suspension.
 - B. All available methods of avoiding a suspension.
 - C. Procedures for resolving disputes and informal complaints, including the address and phone number of the nearest regional Commission office.
 - D. The duty of the Customer to pay a portion of a bill not honestly disputed.
 - E. The duty of the Customer to restrict toll usage to 150% of the average normal toll usage.
 - F. Medical emergency procedures.
 - G. That upon failure to timely appeal from or comply with a Company oral or written report, an informal complaint report, or an order from a formal complaint, the Company is not required to give further written notice before suspension so long as the Company makes a reasonable attempt to contact the Customer personally at least twenty-four (24) hours prior to suspension.

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1.7.9 The Company shall not suspend nor refuse to restore service to a dwelling when an occupant in the dwelling is certified by a physician to be seriously ill or affected with a medical condition which will be aggravated by a complete cessation of service except where access to emergency service by telephone is retained.

Such physician certification may initially be written or oral, subject to the right of the Company to verify the certification by calling the physician or to require written confirmation within seven (7) days.

Service shall not be suspended for the period specified in the certification, however, the maximum length of the certification shall be thirty (30) days.

When service is required to be restored for emergency conditions, the Company shall make a diligent effort to have service restored on the date of the medical certification, and shall restore service by the end of the next working day.

When service is restored or suspension postponed under medical emergency procedures, the Customer shall make timely payment for all service subsequent to the restoral or postponement of suspension, and shall restrict toll usage to an amount no greater than \$25.00 in a billing period while the medical certification is in effect.

When certification expires, the original grounds for suspension are revived and the Company may suspend service without additional written notice if prior notice of suspension was given, the Customer failed to make payment arrangements, and the Company makes a reasonable attempt to contact the Customer at least twenty-four (24) hours before suspension.

- 1.7.10 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- 1.7.11 Upon the Company=s discontinuance of service to the Customer under this Section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.
- 1.7.12 In accordance with '64.121-'64.123, the Company may terminate service when at least 10 days have passed since suspension of service. Immediately after suspension of service, a termination notice which conforms to the suspension notice and indicating how the Customer may arrange to have service restored will be mailed the Customer=s billing address. The termination notice will include a medical emergency restoration notice. The notice will indicate the date service will be terminated and explain that the Customer will have to request service as an applicant, subject to additional charges, if termination occurs. The Company may terminate for failure to pay a reconnection fee and to remedy the original grounds for suspension.

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- 1.8 Cancellation of Service
- 1.8.1 Cancellation of Application for Service
- 1.8.1.1 Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified herein.
- 1.8.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 1.8.1.3 The special charges described in Section 1.8.1.1 and 1.8.1.2 will be calculated and applied on a case-by-case basis.

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1.8.2 <u>Cancellation of Service by the Customer</u>

In accordance with '64.53 of 52 Pa. Code, a Customer who wishes to have service discontinued shall give at least 5 days oral or written notice to the Company, specifying the date on which it is desired that service be discontinued. The Customer shall retain responsibility for service and equipment until the day and time on which service is requested to be discontinued. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and service rendered.

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 1.10 below), Customer agrees to pay to Company, not to exceed the total recurring charges specified in the applicable service order for the balance of the current term, the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set for the in Section 1.6, all costs, fees and expenses incurred in connection with:

- A. All Non-Recurring Charges reasonable expended by Company to establish service to Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer; plus
- C. all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term; and
- D. any termination liability for early termination.

1.9 Miscellaneous

1.9.1 Special Conditions or Requirements

Where special conditions or special requirements of a Customer involve unusual construction or installation cost, the Customer may be required to pay a reasonable proportion of such costs.

1.9.2 <u>Telephone Numbers</u>

The Customer has no property right in the telephone number. The Company may change the telephone number of a Customer for engineering, technical, or other reasons. However, it will not change a telephone number as a penalty or to enforce payment for Company directory advertising charges.

1.9.3 Ownership and Access to Facilities

Facilities furnished by the Company remain the property of the Company until transferred or abandoned. The Customer shall provide employees and agents of the Company access to Company facilities, at all reasonable time, for the purpose of installing, rearranging, repairing, maintaining, inspecting, disconnecting, removing, or otherwise servicing such facilities.

1.9.4 <u>Installation, Rearrangement, Repair Maintenance, Disconnection and Removal of Facilities</u>

All facilities furnished by the Company will be installed and maintained by it, except where such facilities are situated, in the judgment of the Company, is hazardous or inaccessible locations.

Customers may not rearrange, disconnect, remove, or otherwise tamper with, or permit others to rearrange, disconnect, remove or tamper with any facilities furnished by the Company, authorized in this tariff, except with the Company=s written consent or as otherwise specified in this tariff.

1.9.5 Transfer and Assignments

Customer may not assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the Company and payment of the applicable charges.

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1.9.6 Notices and Communications

- 1.9.6.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company=s bills for service shall be mailed.
- 1.9.6.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 1.9.6.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications by the Customer may be oral or in writing, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private deliver service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 1.9.6.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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1.10 Allowances for Interruptions of Service

1.10.1 <u>Credit for Interruptions</u>

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company, except otherwise specified in the Company=s tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

In accordance with '64.52 of Pa. Code, credit for service interruptions will apply as follows:

- A. When main service is interrupted for a period of at least 24 hours, the Company, after notice by the customer, shall apply the following schedule of allowances except for situations provided for in subsection b:
 - 1. One-thirtieth of the tariff monthly rate of all services and facilities furnished by the Company rendered inoperative, useless or substantially impaired for each of the first three full 24-hour periods during which the interruption continues after notice by the Customer to the Company if the out-of-service extends beyond a minimum of 24 hours.
 - 2. Two-thirtieths of the tariff monthly rate for each full 24-hour period beyond the first three 24-hour periods referred to in paragraph (1). 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 useless or impaired.
- B. When service is interrupted for a period of at least 24 hours due to 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 or substantially impaired shall apply for each full 24 hours during which the interruption continues after notice by the Customer to the Company.
- C. The allowance described in this section are not applicable when service is interrupted by the negligence or willful act of the Customer to service or where the Company, under the terms of the contract for service, suspends or terminates service for nonpayment of charges, or for unlawful or improper use of the facilities or service, or for another reason provided for in the filed and effective tariff.

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1.10.2 Restrictions on Allowance

No credit allowance will be made for:

- A. interruptions due to the negligence or willful act of the Customer, Authorized-User or Joint-User, including but not limited to noncompliance with the provisions of this tariff;
- B. interruptions due to the failure or malfunction of Customer provided facilities or the failure or malfunction of any other non-Company equipment;
- C. interruptions due to electric power failure where the Customer furnishes such electric power;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purpose or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstance or causes beyond the control of the Company.

1.10.3 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service.

1.11 Other Billing Adjustments

- A. <u>Under billing</u>: The Company may issue a make-up bill for unbilled services resulting from a billing error accrued within 4 years of the date of the bill under the following conditions:
 - 1. The Company shall provide the Customer with a written explanation of the reason for the make-up bill and a statement that the Customer may spread the payments over a period, as described in Section 1.11.A.2;
 - 2. The payment period may, at the option of the Customer, be at least as long as the period during which the excess amount accrued or at least as long as necessary so that the total amount billed one month is not greater than the average amount billed for one (1) month plus fifty percent (50%), whichever period is greater. A late payment charge may not be assessed on unbilled service when payments are made as described in this paragraph.
- B. Overbilling: When an overbilling occurs, the Company shall credit the Customer=s account in the amount of the overbilling, including applicable taxes, for up to four (4) years before discovery of the overbilling, unless the Customer requests reimbursement in one lump sum. A late payment charge in the amount stated in Section 1.6.3.1 shall be paid on the overbilled amount by the Company to the Customer where at least 30 days have elapsed between payment of the overbilled amount and the credit or refund thereof.
- C. <u>Rebilling</u>: The Company shall notify the Commission of rebilling affecting more than 10% of its Residential Customers within 90 days of the rebilling.
- D. If any of the following conditions are true, however, the Customer will be liable for all charges, including those over four (4) years old:
 - 1. The Company=s effort to measure service was thwarted by the Customer=s refusal of access to any measuring device or meter; or
 - 2. The Customer obtained the service by fraud, deception, not limited to theft or tampering with meter; or
 - 3. The Customer obtained service by negligent tampering with meter or other device.

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1.12 <u>Assumption of Customer=s Existing Contractual Arrangement with Customer=s Local Exchange</u> <u>Carrier</u>

1.12.1 General

The Company may, under certain conditions, assume Customer=s obligations (including Customer=s minimum term and/or call volume requirements) (the AContractual Commitment@) under existing contractual arrangements with Customer=s Local Exchange Carrier (LEC). In order for the Company to assume such contractual arrangements, Customer must enter into a term agreement with the Company for the service assumed by the Company.

1.12.2 <u>Assumable Services</u>

A. The assumable services are:

- 1. Message Toll Service (MTS) (Such a contractual arrangement between Customer and its LEC is referred to in this Tariff as ALEC MTS Contract@).
- 2. Optional Calling Plans (OCP) (Such a contractual arrangement between Customer and its LEC is referred to in this Tariff as ALEC OCP Contract@).
- 3. Centrex Service (Such a contractual arrangement between Customer and its LEC is referred to in this Tariff as ALEC Centrex Contract@).
- 4. Private Line Service (Such a contractual arrangement between Customer and its LEC is referred to in this Tariff as ALEC Private Line Contract@).
- 5. ISDN Service (Such a contractual arrangement between Customer and its LEC is referred to in this Tariff as ALEC ISDN Contract@).
- 6. Other central office based feature, including Feature Link (Such a contractual arrangement between Customer and its LEC is referred to in this Tariff as ALEC Feature Link Contract@).

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1.12.3 Assumption

At the Company=s election, the Company may assume Customer=s Contractual Commitment (the AAssumption@) for each of the services above; <u>provided</u>, that no such Assumption shall occur, and the execution and delivery of a Master Service Agreement shall not be construed to create an Assumption, if the Assumption is not acceptable to the Company or if the Assumption is not permissible under applicable laws and regulations or under existing contractual or other agreements between Customer and the LEC. The terms and conditions set forth below apply for each service assumed by the Company.

1.12.4 Indemnification and Liability

Customer agrees to indemnify and hold harmless the Company and its affiliates from and against any and all loss, liability and expense arising out of the Assumption. The Company shall not incur any cost or liability in the event that Customer elects to reconnect any service Assumed by Customer=s LEC, whether such reconnection occurs prior to or after the expiration of the applicable service term.

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1.12.5 Terms and Conditions

- A. Message Toll Service and Optional Calling Plan Service
 - 1. If the Company assumes the LEC MTS Contract or the LEC OCP Contract, Customer will receive service from the Company pursuant to a Company calling plan which contains term, volume and features that correspond to the calling plan provided for in the LEC MTS Contract or LEC OCP Contract.
 - 2. The Company calling plan term shall be coterminous with the term of the LEC MTS Contract or LEC OCP Contract (whichever one is being assumed).
 - 3. In the event that the LEC MTS Contract or LEC OCP Contract contains a minimum annual usage requirement (AMAUC@) then the same minimum annual usage requirement that is contained in the LEC MTS Contract or LEC OCP Contract shall apply to Customers Company calling plan usage. In the event that the LEC MTS Contract or LEC OCP Contract contains a minimum monthly usage requirement (AMMUC@), then the same minimum monthly usage requirement that is contained in the LEC MTS Contract or LEC OCP Contract shall apply to Customer=s Company calling plan usage.
 - 4. In the event that Customer terminates its Company calling plan service prior to the completion of the Company calling plan term, in addition to any other obligations of Customer to the Company under the terms of this tariff and the Master Service Agreement, Customer shall pay to the Company an early termination fee equal to (i) the MAUC or MMUC, as the case may be, multiplied by (ii) the number of years (if a MAUC) or months (if a MMUC) remaining in the Company calling plan term.
 - 5. In the event that the Customer=s Company calling plan usage charges are below the MAUC or MMUC in any month or year of the Company calling plan term, Customer shall pay usage charges during the applicable period and the MAUC or MMUC.

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12.5 <u>Terms and Conditions</u> (continued)

B. Centrex Service

1. If the Company assumes the LEC Centrex Contract, Customer will receive service from the Company through Company Centrex Service.

2. Minimum Term

- a. If Customer receives both local and long distance service from the Company, then the minimum term of the Company Centrex Service (the AMinimum Term@) shall be the longer of (i) one (1) year, or (ii) the term remaining in the LEC Centrex Contract.
- b. If the Customer receives local service, but not long distance service from the Company, then the Minimum Term of the Company Centrex Service shall be the longer of (i) two (2) years, or (ii) the term remaining in the LEC Centrex Contract.
- c. The Company shall be the sole provider of all Customer=s local and/or long distance service, as applicable, until at least the end of the Minimum Term.
- d. In the event Customer initially transfers only its local service to the Company, and later transfers its long distance service to the Company, the Minimum Term will be reduced to the longer of (i) one (1) year from the date of transfer of long distance service, or (ii) the term remaining in the LEC Centrex Contract.
- e. In the event Customer initially transfers its local and long distance service to the Company, and terminated long distance service prior to the Minimum Term, the Minimum Term for local service will be the longer of (i) two (2) years from the date Customer first receives Company Centrex Service or (ii) the term remaining in the LEC Centrex Contract.

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1.12.5 <u>Terms and Conditions</u> (continued)

- B. Centrex Service (continued)
 - 2. Minimum Term (continued)
 - f. In the event that Customer terminates its Centrex service with the Company, in whole or in part, prior to the completion of the Minimum Term, in addition to any other obligations of Customer to the Company under the terms of the Master Service Agreement or this Tariff, Customer shall pay to the Company an early termination fee equal to (i) any applicable fee charged by the LEC to the Company in connection with the Assumption (the ATransfer Fee@), plus (ii) the product of (x) the LEC Commitment (as hereinafter defined), and (y) the number of months remaining in the Minimum Term. The ALEC Commitment@ is equal to the total of (i) the greater of (x) the number of lines committed to in the Contractual Commitment with the Local Exchange Carrier or (y) the number of lines in service as of the date of the Assumption, multiplied by the Company=s access line rate, plus (ii) the feature charges committed to by Customer in the Contractual Commitment with the Local Exchange Carrier, if any.
 - g. If Customer notifies the Company within ninety (90) days after the Assumption that Customer desires to have its Centrex service provided by the LEC instead of the Company, the Company shall use its reasonable efforts to assist Customer in returning to the LEC for Centrex service, subject to any applicable fee charged by the LEC to Customer for such return and subject to Customer=s ongoing responsibility to pay the Transfer Fee to the Company.
 - h. The integrated volume discount shall apply to usage charges only, and not to line or feature charges, with respect to Company Centrex Service.

Local Exchange Tariff

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<u>Terms and Conditions</u> (continued)

C. Advantage Line Plus

- 1. If the Company assumes the LEC Feature Link Contract, Customer will receive service for the Company through Company Advantage Line Plus.
- 2. The Company Advantage Line Plus term shall be coterminous with the term of the LEC Feature Link Contract.
- 3. In the event that Customer terminated its Company Advantage Line Plus prior to the completion of the Company Advantage Line Plus Term, in addition to any other obligations of Customer to the Company under the terms of this Tariff or the Master Service Agreement, Customer shall pay to the Company an early termination fee equal to (i) the number of months remaining in the Centrex Term or Company Advantage Line Plus Term, multiplied by (ii) the monthly recurring charge, multiplied by (iii) the number of lines in service as of the date of termination.
- 4. The integrated volume discount shall apply to usage charges only, and not to line or feature charges, with respect to Company Advantage Line Plus.

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12.5 <u>Terms and Conditions</u> (continued)

D. Private Line Service and ISDN Service

- 1. If the Company assumes the LEC Private Line Contract, Customer will receive service from the Company through Company Private Line Service.
- 2. If the Company assumes the LEC ISDN Contract, Customer will receive service from the Company through Company ISDN Service.
- 3. Customer shall automatically be liable to the Company for the satisfaction of the terms of its contractual arrangement with the LEC that are assumed by the Company (including, without limitation, minimum volume commitments, term length and any other related terms and conditions).
- 4. The monthly recurring charges for Private Line service and ISDN service shall contribute to the Customer=s Total Monthly Revenue for purposes of determining the appropriate integrated volume discount as set forth in the Master Service Agreement; however, the integrated volume discount shall not be applied to the monthly recurring charges for Company Private Line Service or Company ISDN Service.

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Telephone-Pa P.U.C. No. 2 Section 2 - Services Original Page No. 1

2. <u>SERVICES</u>

2.1 <u>Application of Rates</u>

2.1.1 <u>Introduction</u>

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff. An application for service, whether made orally, in writing, or by use of service, establishes a contact between the Company and the Customer pursuant to the terms and conditions included within this tariff. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred to a third party by the Customer, without the Company=s written approval.

Local Exchange Tariff

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2.1.2 Charges Based on Duration of Use

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

- A. Calls are measured in durational increments identified for each service. All calls held for a fraction of a measurement increment are rounded-up to the next whole measurement unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to- person calls starts with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on all calls when the calling party hangs up or the Company=s network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating an another will be billed in proportion to the rates in effect during different segments of the call and will be billed according to applicable eastern standard or eastern daylight savings time.

Local Exchange Tariff

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2.2 Service Area

2.2.1 Exchange Access Service Area

The Company offers Local Exchange Service within Verizon-Pennsylvania territories where facilities permit. The Local Exchange Service Local Calling Area is concurrent with the local calling areas of the Incumbent Local Exchange Carriers. The Company concurs in the Verizon-Pennsylvania exchange areas and exchange maps in Verizon-Pennsylvania Inc. tariffs Pa. P.U.C. – No. 180A, Pa. P.U.C. – No. 182, Pa. P.U.C. – No. 182A, Pa. P.U.C. – No. 185B, and Pa. P.U.C. – No. 185C.

2.2.2 <u>Local Calling Service Areas</u>

A. <u>Philadelphia Local Calling Service Area</u>

Exchange Area	Exchanges and Zones Included In Local Calling Area	
Allentown	Allentown Bethlehem Coopersburg Emmaus Ironton Nazareth New Tripoli Riegelsville Springtown	Bath Catasauqua Easton Hellertown Kutztown New Smithville Northampton Slatington Topton
Bethlehem	Allentown Bethlehem Coopersburg Hellertown Nazareth Riegelsville Springtown	Bath Catasauqua Easton Ironton Northampton Slatington
Center Point	Center Point Harleysville North Wales Zone 30	Collegeville Lansdale Schwenksville

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2.2.2 <u>Local Calling Service Areas</u> (Cont=d)

A. Philadelphia Local Calling Service Area (Cont=d)

Exchange Area	Exchanges and Zones Included In Local Calling Area		
Chester Springs	Chester Springs Exton Pughtown Zone 28	Eagle Phoenixville Royersford	
Collegeville	Center Point Green Lake Lansdale Phoenixville Royersford Souderton Zone 30	Collegeville Harleysville North Wales Pottstown Schwenksville Zone 29 Zone 31	
Dowingtown	Chester Springs Dowingtown Exton Honey Brook Mortonville West Chester Zone 28	Coatesville Eagle Glenmoore Lenape Pughtown Westtown	
Doylestown	Buckingham Doylestown Line Lexington Wymcombe	Carversville Dublin Plumsteadville Zone 45	
Eagle	Chester Springs Dowingtown Exton Phoenixville Royersford Zone 28	Coatesville Eagle Glenmore Pughtown West Chester	

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2.2.2 <u>Local Calling Service Areas</u> (Cont=d)

A. Philadelphia Local Calling Service Area (Cont=d)

Exchanges and Zones Included

Exchange Area <u>In Local Calling Area</u>

Easton Allentown Bethlehem

Bloomsbury (NJ) Catasauqua
Easton Hellertown
Nazareth Phillipsburg (NJ)
Riegelsville Springstown

Upper Black Eddy

Exton Chester Springs Coatesville

Downingtown Eagle
Exton Glenmore
Lenape Mortonville
Pughtown West Chester
Westtown Zone 28

Kennett Square Avondale Coatesville

Kemblesville Kennett Square

Landenberg Lenape
Mendenhall Mortonville
Unionville West Chester
West Grove Westtown

Hockessin (DE) Wilmington (DE)

Kutztown Allentown Fleetwood Kempton Kutztown

Reading Topton

Lansdale Center Point Harleysville

Lansdale Line Lexington
North Wales Souderton

Zone 30

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2.2.2 <u>Local Calling Service Areas</u> (Cont=d)

A. Philadelphia Local Calling Service Area (Cont=d)

Exchange Area	Exchanges and Zones Included In Local Calling Area	
Morrisville	Ewing (NJ) Newtown Yardley Zone 43	Morrisville Trenton (NJ) Zone 42 Zone 44
New Hope	Buckingham Doylestown New Hope Plumsteadville Yardley	Carversville Lambertville (NJ) Newtown Wycombe
Newtown	Newtown Yardley Zone 43	Wycombe Zone 40 Zone 44
North Wales	Center Point Lansdale North Wates Zone 30	Harleysville Line Lexington Souderton Zone 33
Phoenixville	Chester Springs Eagle Pughtown Zone 28	Collegeville Phoenixville Royersford Zone 29
Pottstown	Boyertown Douglassville Pottstown Royersford Schwenksville	Collegeville Phoenixville Pughtown Sassmansville

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2.2.2 <u>Local Calling Service Areas</u> (Cont=d)

A. Philadelphia Local Calling Service Area (Cont=d)

Exchange Area	Exchanges and Zones Included In Local Calling Area	
Quakertown	Bedminister Ferndale Pennsburg Plumsteadville Souderton	Dublin Green Lake Perkasie Quakertown Springtown
Reading	Adamstown Birdsboro Green Hills Kutztown Morgantown Reading Topton Yellow House	Bernville Fleetwood Hamburg Leesport Oley Robesonia Womelsdorf
Royersford	Center Point Collegeville Phoenixville Pughtown Schwenksville Zone 30	Chester Springs Eagle Pottstown Royersford Zone 29
West Chester	Downingtown Lenape Mortonville Westtown Zone 28	Exton Mendenhall West Chester Zone 10
Yardley	Ewing (NJ) New Hope Trenton (NJ) Yardley Zone 43	Morrisville Newtown Wycombe Zone 42 Zone 44

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2.2.2 <u>Local Calling Service Areas</u> (Cont=d)

A. Pittsburgh Local Calling Service Area

Zone	<u>Exchange</u>	Local Calling Area
1.	Central	Allentown, Downtown, North Side, Oakland, Squirrel Hill
2.	West View	West View, Bellevue, Coraopolis, Perrysville
	Bellevue	
3.	Sharpsburg	Sharpsburg, Millvale, Glenshaw, Fox Chapel, Oakmont
	Millvale	
4.	Braddock	Braddock, Wilkinsburg, Penn Hills, Monroeville
	Wilkinsburg	
5.	Homestead	Homestead, McKeesport, Pleasant Hills
6.	Carrick	Carrick, Mount Lebanon, Pleasant Hills, Bethel Park, Bridgeville,
	Mount Lebanon	Carnegie
7.	Crafton	Crafton, McKees Rocks, Carnegie, Coraopolis
	McKees Rocks	
8.	East Liberty	East Liberty, Fox Chapel, Oakmont
10.	McKeesport	McKeesport, Pleasant Hills, Monroeville, Irwin, Homestead,
		Clairton, Elizabeth
11.	Pleasant Hills	Pleasant Hills, McKeesport, Bethel Park, Homestead, Carrick,
		Mount Lebanon, Clairton, Elizabeth
13.	Bridgeville	Bridgeville, Bethel Park, Carnegie, Carrick, Mount Lebanon,
	-	Canonsburg, McDonald, McMurray, Oakdale
14.	Carnegie	Carnegie, Bridgeville, Coraopolis, Carrick, Mount Lebanon,
	C	Crafton, McKees Rocks, Imperial, Oakdale
15.	Coraopolis	Coraopolis, Carnegie, Sewickly, West View, Bellevue, Ambridge,
	•	Glenwillard, Imperial
16.	Sewickly	Sewickly, Coraopolis, Ambridge, Aliquippa, Glenwillard
17.	Perrysville	Perrysville, Glenshaw, West View, Bellevue, Wexford (N.
		Pittsburgh Telephone Co.)
18.	Glenshaw	Glenshaw, Perrysville, Fox Chapel, Sharpsburg, Millvale
20.	Oakmont	Oakmont, Fox Chapel, Penn Hills, Sharpsburg, Millvale, East
		Liberty, New Kensington, Springdale, Tarentum
21.	Penn Hills	Penn Hills, Oakmont, Monroeville, Braddock, Wilkinsburg, Export
		(Alltel)

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2.2.2 <u>Local Calling Service Areas</u> (Cont=d)

Reserved for future use.

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2.2.3 <u>Dial Tone Line Cell Information</u>

2.2.3.1 Dial Tone Line Cell Classification

For the purposes of determining an Exchange Area Dial tone Line monthly rate, the Exchange Areas are classified into one (1) of four (4) Dial Tone Line Cells. The Cell classifications are determined by the following criteria:

Dial Tone Line Cell	Classification Criteria
1	All Philadelphia and Pittsburgh City Exchange Areas or Zones with working pairs per square mile greater than 9,000.
2	All remaining Philadelphia and Pittsburgh City exchange Areas or Zones.
3	All Philadelphia and Pittsburgh Suburban Exchange Areas or Zones with more than 500 working pairs per square mile. Also, for those Exchange Areas with multi-central offices if one of the multi-central offices meets the 500 working lines per square mile criteria.
4	All remaining Exchange Areas.

2.2.3.2 Dial Tone Line Reclassification

When an annual review indicates that the number of working pairs per square mile of an Exchange area or Zone or multi-central office of an Exchange Area has exceeded or fallen below the above Dial tone Line Cell criteria for two (2) consecutive study periods, the Exchange Area will be reclassified. Notice of the reclassification of the exchange Area Dial Tone Line Cell shall be given by filing revised tariffs with the commission.

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2.2.3.3 Philadelphia Central Office District and Zone Boundaries

Zones	Central Office Districts
1	North-Central-South (Baldwin, Poplar, Regent), (Locust, Market, Pennypacker, (Dewey)
2a	City West
2b	Overbrook
2c	Eastwick/Saratoga
2d	University City
3a	Oak Lane
3b	Chestnut Hill
3c	Manayunk
3d	Germantown-Logan
4a	Fox Chase
4b	Bustleton-Torresdale
4c	Frankford-Mayfair

2.2.3.4 Philadelphia Suburbs Central Office District and Zone Boundaries

Zones	Central Office Districts
10	Chester Heights
11	Chester
12	Media
13	Swarthmore
14	Darby-Ridley Park-Sharon Hill
17	Upper Darby
21	Havertown-Manoa
22	Broomall-Newton Square
23	Cynwyd-Narberth
24	Ardmore
25	Bryn Mawr
26	Wayne
28	Paoli-Malvern-Berwyn
29	Valley Forge
30	Norristown
31	Conshohocken
32	Flourtown
33	Ambler
34	Cheltenham-Elkins Park-Jenkintown
37	Bethayres-Huntingdon
38	Willow Grove
39	Hatboro
40	Feasterville-Churchville
41	Eddington-Cornwells Heights
42	Bristol
43	Langhorne
44	Levittown
45	Warrington

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2.2.3.5 Pittsburgh Central Office District and Zone Boundaries

Zones	Central Office Districts
1	Central
2a 2b	West View Bellevue
3a 3b	Sharpsburgh Millvale
4a	Braddock
5	Homestead
6a 6b	Carrick Mount Lebanon
7a 7b	Crafton McKees Rocks
8	Liberty

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2.2.3.6 Pittsburgh Suburban Central Office District and Zone Boundaries

Zones	Central Office Districts
10	McKeesport Pleasant Hills
11 12	Bethel Park
13	Bridgeville
14a	Carnegie
14b	Carnegie
15	Coraopolis
16	Sewickley
17	Perrysville
18	Glenshaw
19	Fox Chapel
20	Oakmont
21 22a 22b 23	Penn Hills Turtle Creed Monroeville Irwin

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2.3 Exchange Access Service

2.3.1 General

Exchange Access Service provides a Customer with a voice-grade communications channel and a unique telephone number address on the public switched telecommunications network. Each Exchange Access enable users to:

- A. Receive calls from other stations on the public switched telecommunications network;
- B. Access other services offered by the Company as set forth in this tariff;
- C. Access certain interstate and international calling services provided by the Company;
- D. Access (at no additional charge) the operators contracted for by the Company;
- E. Access (at no additional charge) emergency services by dialing 0- or 9-1-1;
- F. Access services provided by other common carriers which interconnect with the Company pursuant to tariff, contract or in some other Company approved manner.

Local Exchange Tariff

Supplement # 3
Telephone-Pa P.U.C. No. 2
Section 2 - Services
1st Revised Page No. 16
Replacing Original Page No. 16

Effective: September 4, 2008

2.3.2 <u>Service Ordering Charges</u>

Service ordering charges are applied to Customers upon a request for service pursuant to Section 2.1.1 preceding and when a Customer requests subsequent changes in his/her service which require facility changes, software changes, and/or Customer account changes.

2.3.3 <u>Service Ordering Charges - Rate Schedule</u>

Service Charges	Non-Recurring charge
Premises Work Charges -Initial -Each 15 min. increment	\$26.00 \$11.00
Line Connection Charge	\$25.00
Telephone Number Change	\$25.00
Temporary Suspend Charge	\$25.00
Transfer of Billing Name	\$25.00
Service Change Order	\$40.00
Voluntary Toll Restriction	\$0
Toll Service Restoral (if not voluntar	y) \$50.00

Issued: September 3, 2008

Local Exchange Tariff

Telephone-Pa P.U.C. No. 2 Section 2 - Services Original Page No. 17

2.3.4 <u>Basic Exchange Access Service</u>

Basic Exchange Access Service provides the Customer with a single, voice-grade communications channel connecting the Customer=s premises and the Company=s, or the Company=s designated Carrier=s central office. Basic Exchange Access Service provides the Customer with access to the switched network for purposes of placing and receiving calls.

Basic Exchange Access Service Customers are entitled to a voice-grade communications channel. Basic Exchange Customers are not guaranteed any other facility requirement - e.g., Customers are not guaranteed a communications path capable of supporting data transmissions.

2.3.5 <u>Basic Exchange Access Services - Dial Tone Line and Usage Rate Schedule</u>

Rates for Basic Exchange Access Services are based upon type and Class of Service and Dial Tone Line Cell Classification. All rates in this Section are applied monthly unless specifically identified otherwise.

The following charges apply to Basic exchange access Services in addition to the charges found in Section 2.3.6.

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Supplement #4
Telephone-Pa P.U.C. No. 2
Section 2 - Services
1st Revised Page No. 18
Replacing Original Page No. 18

2.3.5.1 Pennsylvania Exchange Area - Rate Schedule

Monthly Rate by Cell Cell 3 Cell 4

A. Dial Tone Line

1. Residence (Grandfathered)

(C)

- Individual \$5.28 \$5.68 (Grandfathered) (C)
- Two-Party, each party \$4.18 \$4.48 (Grandfathered) (C)

2. Business

Multi-Line Subscriber
 Multi-Line, each
 Individual Line Subscriber
 Individual Line, each
 Reserved for future use
 Reserved for future use
 Reserved for future use

Issued: May 20, 2010 Effective: June 23, 2010

Local Exchange Tariff

Telephone-Pa P.U.C. No. 2 Section 2 - Services Original Page No. 19

2..3.5.1 Pennsylvania Exchange Area - Rate Schedule (cont.)

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Telephone-Pa P.U.C. No. 2 Section 2 - Services Original Page No. 20

2.3.5.1 Pennsylvania Exchange Area - Rate Schedule (cont.)

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Local Exchange Tariff

Supplement #4
Telephone-Pa P.U.C. No. 2
Section 2 - Services
1st Revised Page No. 21
Replacing Original Page No. 21

2.3.5.2 Philadelphia Exchange Area - Rate Schedule

Monthly Rate by Cell Cell 1 Cell 2

A. Dial Tone Line

1. Residence (Grandfathered)

(C)

- Individual \$4.58 \$4.88 (Grandfathered)

(C)

2. Business

Multi-Line Subscriber
 Multi-Line Each
 Individual Line Subscriber
 Individual Line Each
 Reserved for future use
 Reserved for future use
 Reserved for future use

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Telephone-Pa P.U.C. No. 2 Section 2 - Services Original Page No. 22

2.3.5.2 Philadelphia Exchange Area - Rate Schedule (cont.)

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Supplement #4
Telephone-Pa P.U.C. No. 2
Section 2 - Services
1st Revised Page No. 23
Replacing Original Page No. 23

2.3.5.3 Philadelphia Suburban Exchange Area - Rate Schedule

All of the Philadelphia Suburban Exchange area is in Dial Tone Line Cell 3

Monthly Rate - Cell 3

A. <u>Dial Tone Line</u> (Grandfathered)

(C)

1. Residence

- Individual \$5.28 (Grandfathered)

(C)

2. Business

- Multi-Line Subscriber

Multi-Line Each Reserved for future use

- Individual Line Subscriber

Individual Line Each Reserved for future use

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Telephone-Pa P.U.C. No. 2 Section 2 - Services Original Page No. 24

2.3.5.3 Philadelphia Suburban Exchange Area - Rate Schedule (cont.)

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Local Exchange Tariff

Supplement #4
Telephone-Pa P.U.C. No. 2
Section 2 - Services
1st Revised Page No. 25
Replacing Original Page No. 25

2.3.5.4 Pittsburgh Exchange Area - Rate Schedule

Monthly Rate by Cell Cell 1 Cell 2

A. Dial Tone Line

1. <u>Residence</u> (Grandfathered)

(C)

- Individual

\$4.58

\$4.88

(Grandfathered)

(C)

2. Business¹

Multi-Line Subscriber
 Multi-Line, each
 Individual Line Subscriber
 Individual Line, each
 Reserved for future use
 Reserved for future use
 Reserved for future use

Issued: May 20, 2010 Effective: June 23, 2010

¹The Business Dial Tone Line (DTL) monthly rate includes the Touch Tone Service feature.

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2.3.5.4 Pittsburgh Exchange Area - Rate Schedule (cont.)

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Supplement #4
Telephone-Pa P.U.C. No. 2
Section 2 - Services
1st Revised Page No. 27
Replacing Original Page No. 27

(C)

2.3.5.5 Pittsburgh Suburban Exchange Area

All of the Pittsburgh Suburban Exchange Area is in Dial Tone Line Cell 3

Monthly Rate - Cell 3

A. Dial Tone Line

1. Residence (Grandfathered)

- Individual \$5.28 (Grandfathered) (C)

3. Business¹

Multi-Line Subscriber
 Multi-Line, each
 Individual Line Subscriber
 Individual Line, each
 Reserved for future use
 Reserved for future use
 Reserved for future use

Issued: May 20, 2010 Effective: June 23, 2010

¹The Business Dial Tone Line (DTL) monthly rate includes the Touch Tone Service feature.

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Telephone-Pa P.U.C. No. 2 Section 2 - Services Original Page No. 28

2.3.5.5 Pittsburgh Suburban Exchange Area (cont.)

THIS PAGE IS RESERVED FOR FUTURE USE

Local Exchange Tariff

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2.3.6 Additional Charges Applied to Basic Exchange Access Services

In addition to the Charges for Basic Exchange Access Services described in Section 2.3.5 preceding, the following charges apply to each individual Exchange Access Service line unless otherwise specified:

- A. The End User Common Line Charge (as set forth in Verizon Interstate Access Tariff F.C.C. No. 1, Section 3) applies in addition to the monthly Basic Exchange Access Services rate as described above.
- B. The 911 Telecommunications Surcharge.
- C. Any applicable municipal, state or federal taxes, franchise fees or other charges.
- D. Casual traffic charges that are derived from third party calls (e.g., 10XXX, 900/976, third party calls initiated by the Customer through the Company=s system) and trafficked over the Company=s system.
- E. The Telecommunications Relay Service Surcharge.

Local Exchange Tariff

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2.4 <u>Local Usage Service</u>

2.4.1 General

Local usage services provide Customers subscribing to the Company=s Exchange Access Service the ability to place calls to and receive calls from parties located in the Company=s Local Usage Service Area. The Local Usage Service Area of the Company includes the operating area of Verizon - Pennsylvania, Inc.¹

2.4.2 This Section is Reserved for Future Use

¹Local Usage Service Area maps are located in Section 5 of this tariff.

Local Exchange Tariff

Telephone-Pa P.U.C. No. 2 Section 2 - Services Original Page No. 31

2.4.3 Local Usage Service - Rate Schedule

A. General

All Local Usage Service Rates are applied per minute of use as follows unless otherwise specified.

To determine rates charges for calls between zones, call bands (as defined in Section 2.4.5 of this tariff) are applicable.

B. Exchange Rate Classification

Where usage rate groups are applicable for certain usage packages, classification into such rate groups is made on the basis of the number of lines in the relevant local calling area for the package, adjusted by weighting factors that reflect distance:

1. <u>Lines:</u> The number of lines for each exchange is the sum of the total number of Residence and Business main lines.

2. Weighting Factors:

- a. For the exchange itself, each line is counted as A1".
- b. For each other exchange which may be called on a local basis, the number of lines is multiplied by a factor based on the rate center to rate center distance, as follows:

Mileage Bands	1-10	11 - 16	17 - 22	23 - 30
Distance Factors	1.0	1.5	2.0	2.5

3. The Weighted Line Rate Groups for Exchange Usage are:

Usage R	ate Group Weighted	Lines in Local Calling Area
A	0	-6,000
В	6,001	-12,000
C	12,001	-27,000
D	27,001	-46,000
E	46,001	-83,000
F	83,001	-170,000
G	170,001	-350,000

For the purposes of determining the Dial Tone Line, rate, the Pennsylvania Exchanges are classified in dial tone Cells as provided in Section 2.2.3.

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2.4.3.1 Pennsylvania Exchange Area

A. Time Periods

All times shown below indicate the termination of one rate application period and the beginning of the Anext.@ Calls connected at exactly the start or end of the time periods are considered to be in the Anext@ period.

Except where otherwise specified, time periods for all rates are as follows:

Weekday: 8:00 AM to 10:00 PM, Monday through Friday

Night and Weekend: 10:00 PM to 8:00 AM, Monday through Friday. All day,

Saturday and Sunday

B. Local Usage Rate Schedule

The following rates apply to directly dialed local messages placed in the periods defined in 2.4.3.1.A., preceding.

	Weekday	Night and	Weekend
- All Call Band 1 Calls, per call	.07	.028	

C. Extended Area Unlimited Usage Package

With the Extended Area Unlimited Usage Package Option, the Customer pays a stipulated monthly rate for an unlimited number of outgoing calls within a specified local calling area. Rate Groups apply as provided in Section 2.4.3.B., preceding.

	Monthly Rate
Rate Groups A, B, C	\$6.00
Rate Groups D, E	\$7.45
Rate Groups F, G	\$9.20

D. Local Area Unlimited Usage Package

With the Local Area Unlimited Usage Package Option, the Customer pays a stipulated monthly rate for an unlimited number of outgoing calls within a specified local calling area. Rate Groups apply as provided in Section 2.4.3.B., preceding

	Monthly Rate
Rate Groups A, B, C	\$3.80
Rate Groups D, E	\$5.20
Rate Groups F, G	\$6.85

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2.4.3.2 Philadelphia, Philadelphia Suburban, Pittsburgh, and Pittsburgh Suburban Exchange Areas

A. Time Periods

All times shown below indicate the termination of one rate application period and the beginning of the Anext.@ Calls connected at exactly the start or end of the time periods are considered to be in the Anext@ period.

Except where otherwise specified, time periods for all rates are as follows:

Weekday: 8:00 AM to 5:00 PM, Monday through Friday

Evening: 5:00 PM to 10:00 PM, Monday through Friday

Night and Weekend: 10:00 PM to 8:00 AM, Monday through Friday, All day, Saturday

and Sunday

2.4.3.2 Philadelphia, Philadelphia Suburban, Pittsburgh, and Pittsburgh Suburban Exchange Areas (cont.)

B. Local Usage Rate Schedule - Dial Station to Station Calls

1. Call Band 1

The following rates apply to directly dialed local messages placed in the periods defined in 2.4.3.2.A., preceding.

	Weekday	Evening Night and Weekend
Rate per CallResidentialBusiness	\$.07 \$.07	\$.028 \$.028

2. Call Bands 2-6

The following rates apply to directly dialed station-to-station calls placed in the periods defined in 2.4.3.2.A., preceding.

	Weekday	Evening	Night and Weekend
Call Band 2, rate per minute - Residential - Business	\$.09	\$.05	\$.03
	\$.09	\$.05	\$.03
Call Band 3, rate per minute - Residential - Business	\$.12	\$.07	\$.04
	\$.12	\$.07	\$.04
Call Band 4, rate per minute - Residential - Business	\$.15	\$.09	\$.05
	\$.15	\$.09	\$.05
Call Band 5, rate per minute - Residential - Business	\$.18	\$.11	\$.05
	\$.18	\$.11	\$.05
Call Band 6, rate per minute - Residential - Business	\$.21	\$.12	\$.06
	\$.21	\$.12	\$.06

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- 2.4.3.2 Philadelphia, Philadelphia Suburban, Pittsburgh, and Pittsburgh Suburban Exchange Areas (cont.)
 - C. <u>Unlimited Usage Package Philadelphia Suburban and Pittsburgh Suburban Exchange Areas</u>

With the Unlimited Usage Package option, the Customer pays a stipulated monthly rate for an unlimited number of outgoing calls within a specified call band. The following rates apply only to such Customers in the Philadelphia Suburban and Pittsburgh Suburban Exchange Areas.

Call Band 1	Monthly Rate
Metropolitan Area Unlimited Option	\$26.00
Local Area Unlimited Option	\$6.85

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2.4.3.3 This Section is Reserved for Future Use

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2.4.3.3 This Section is Reserved for Future Use (cont.)

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2.4.3.4 This Section is Reserved for Future Use

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2.4.3.4 This Section is Reserved for Future Use (cont.)

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2.4.3.5 This Section is Reserved for Future Use.

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2.4.3.5 This Section is Reserved for Future Use (cont.)

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2.4.4 Additional Discounts

Reserved for Future Use.

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2.4.5 <u>Call Bands</u>

Call bands are used to determine the rates charged for calls between zones.

For example, to find the charges applicable to dial station-to-station messages for the Philadelphia Suburban exchange area, one would consult the chart in Section 2.4.5.B. To find the call band applicable for a call between Zone 13 and Zone 40, find the row for Zone 13 along the horizontal rows of the table, and follow it across to the column for Zone 40. The table shows that the applicable Call Band is Call Band 5. Then refer to Section 2.4.3.2.B.2. to determine the applicable rate for the time period of the call.

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2.4.5 <u>Call Bands</u> (cont.)

1. Philadelphia Exchange Areas

The following table shows the call bands applicable from stations within the Philadelphia exchange to all zones of the Philadelphia Suburban Exchange.

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2.4.5 <u>Call Bands</u> (cont.)

2. Philadelphia Suburban Exchange Areas

The following table shows the call bands applicable from stations within the Philadelphia Suburban Exchange to all points with their local calling areas.

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- 2.4.5 <u>Call Bands</u> (cont.)
 - 2. <u>Philadelphia Suburban Exchange Areas</u> (cont.)

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2.4.5 <u>Call Bands</u> (cont.)

C. Pittsburgh Exchange Areas

The following table shows the call bands applicable from stations within the Pittsburgh exchange to all zones of the Pittsburgh Suburban exchange.

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2.4.5 Call Bands (cont.)

D. Pittsburgh Suburban Exchange Areas

The following table shows the call bands applicable from stations within the Pittsburgh Suburban Exchange to all points with their local calling areas.

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- 2.4.5 <u>Call Bands</u> (cont.)
 - D. Pittsburgh Suburban Exchange Areas (cont.)

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2.5 Optional Exchange Access Service Enhancement Features and Rate Schedule

2.5.1 General

Services in this section may be purchased in addition to a Company provided Exchange Access Service. These features are available only when purchased in combination with a Company provided Exchange Access Service.

2.5.2 Optional Exchange access service Enhancement Features

AUTOMATIC CALL BACK

Allows a Customer to return most recent incoming calls whether answered or not. If the line to which the request is made is idle, the calls go through; if the line is busy, the automatic callback continues to attempt until the line is free. The request is deactivated after 30 minutes or six unanswered ring backs if the call is not completed.

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 Exchange Access Service Enhancement Features. Blocking will also prevent call completion through the use of Automatic Call Back Service. Customers have two blocking options:

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.

Line Blocking

Line Blocking must be added to a Customer=s line by contacting the Company=s business office and having a service order issued. All calls are automatically blocked when a Customer subscribes to line blocking unless the blocking feature is deactivated. If a customer subscribes to line blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only. Line blocking is provided without charge, except as discussed in the rate section of this Tariff.

Per-Call and Line Blocking Services require special central office equipment and are furnished only from central offices where facilities are available, as determined by the Company. The services can be activated by either dial-pulse (rotary) or Touch-Tone line dial tone service. These services can be provided to individual line customers only.

Blocking services, both per-call and line, are available to all Customers in the Company's serving territory. Per-Call Blocking is automatically available for Residence and Business Customers, and Line Blocking can be obtained by contacting the Company's business office and having a service order issued. If a customer chooses to block, the name, number, and voiceback, Blocking will also prevent call completion through the use of Automatic Call Back Service.

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2.5.2 Optional Exchange Access Service Enhancement Features (continued)

BUSY LINE TRANSFER

In the event that the called telephone number is busy, this feature automatically forwards incoming calls to a predetermined telephone number served by the same central office switch, or provides inter-switch forwarding to a predetermined, dialable telephone number where technically available. If incoming calls are transferred to a number served by the same or a different central office switch, multiple calls will be transferred simultaneously provided that there are sufficient facilities to accept the calls. Additional local usage charges can apply (see Section 2.4).

CALL BLOCK

This service allows the Customer to prevent future calls from up to a maximum of six specific telephone numbers. This service can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive future calls. This list can only be created from and for telephone numbers located in appropriately equipped offices. Further calls to the Call Block Customer from telephone numbers on this screening list are connected to an announcement stating that the called party is not accepting calls and the Call Block Customer=s telephone does not ring. For calls from a line within multiline hunting, the call is blocked only where the main telephone number has been entered in the screening list. Customers can either incur a daily usage charge that applies for each day the list is active; or subscribe to the service and incur a monthly charge for unlimited use.

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2.5.2 Optional Exchange Access Service Enhancement Features (continued)

CALL FORWARDING - Busy Line

This feature allows incoming calls to a line that is busy to be forwarded to another line specified by the Customer. The Call Forwarding - Busy Line feature is furnished from central offices where facilities are available as determined by the Company.

CALL FORWARDING - Busy Line and Don=t Answer

In addition to Call Forwarding - Busy Line services, this feature also allows incoming calls to a line that is not answered after a specific number of rings designated by the Customer and within parameters defined by the Company to be forwarded to another line specified by the Customer. On a monthly basis, Customers may subscribe to one feature or to both features combined. This offering is available to individual line Residence and Business Customer, excluding Exchange Access Lines associated with Direct Inward Dialing, WATS, Centrex, Semipublic, COCOT, Mobile service and other services as determined by the Company.

Call Forwarding - Busy Line, Don=t Answer features and furnished from, central offices where facilities are available, as determined by the Company.

CALL FORWARDING - Variable

Permits a Customer to automatically transfer all incoming calls to another dialable telephone number. In addition to these charges, local usage charges as detailed in Section 2.4 will apply.

CALL FORWARDING REMOTE

In addition to the Call Forwarding Variable feature access method, Call Forwarding Remote provides the Customer with access from any touch-tone or touch-signaling-capable telephone. The Customer will dial a Remote Access Directory Number (RADN) and then be guided by voice prompts to enter required information, including a Personal Identification Number (PIN). Calls forwarded by this feature may be subject to local or toll charges as appropriate. Call Forwarding Remote Service is only offered on a monthly subscription basis. Call Forwarding Remote is a Remote Change Service.

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2.5.2 Optional Exchange Access Service Enhancement Features (continued)

CALL TRACE

This feature will, upon successful Customer activation, automatically trace the telephone number of the line used for the last call received by the Customer. Call Trace is provided to Customers whose basic exchange access service includes only Residence lines. The traced number will not be provided to the Customer by the Company, but it will be provided to law enforcement officials upon the written request of the Customer.

CALL WAITING

Provides a tone signal when a second call is coming in on a busy line.

CALLER ID

This central office feature provides for the display of the incoming telephone number on a Customer provided display device attached to the Customer=s telephone line or on a Customer provided telephone or answering machine with a built-in display screen. The Caller ID feature will forward the calling number from the appropriately equipped terminating central office to the Customer provided display device. The Company will forward all telephone numbers subject to technical abilities.

Caller ID, as facilities permit, provides a Customer with Anonymous Call Rejection, the feature that provides the ability to reject calls from callers who have chosen to block the passage of their telephone numbers and associated main listed names on outgoing calls.

CALLER ID DELUXE

This service, in addition to providing the same capabilities as Caller ID, displays both the incoming telephone number and the main listed name associated with the incoming telephone number. This service will display all telephone numbers, including Non-Published and Non-Listed telephone numbers, unless blocked on the originating end. When a calling party is using blocking, the Caller ID Deluxe subscriber will receive an indication that the name and number are blocked.

Caller ID Deluxe, as facilities permit, provides a Customer with Anonymous Call Rejection, the feature that provides the ability to reject calls from callers who have chosen to block the passage of their telephone numbers and associated main listed names on outgoing calls.

Caller ID Deluxe Service is available to Customers by monthly subscription only, which provides unlimited use of the service.

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2.5.2 Optional Exchange Access Service Enhancement Features (continued)

CALLER ID WITH NAME

This central office feature is only offered to Customers being served by appropriately equipped central office and subscribing to Caller ID. This feature provides for the display of the listed name associated with the telephone number from which the call is being made. The name will be delivered to a Customer provided display device. The Company will forward all calling names subject to technical limitations.

CONTROL EQUIPMENT FOR EXCHANGE ACCESS LINES

Make Busy Arrangement

An exchange access line make busy arrangement may be furnished when a Customer wishes to control the volume of incoming calls to an exchange access line or lines operated as a group. Control equipment located in the serving central office, a Customer provided control key on the Customer=s premises and a Metallic channel for miscellaneous purposes are required to provide this service. The make busy arrangement will not be provided on Toll Free Service, coin telephone service or exchange access lines not operated as a hunting group.

Hunting Arrangement

Exchange access lines arranged as a hunting group may be furnished by control equipment located in the serving central office to provide the capability of completing multiple calls to a Customer by dialing one main telephone number.

Stop Hunt Feature

The stop hunt feature provides a Customer with a means of discontinuing trunk hunting as at predetermined point within a number of exchange access lines operated as a group. Control equipment located in the serving central office, a Customer provided control key on the Customer=s premises and a Metallic channel for miscellaneous purposes are required to provide this service. The stop hunt feature will not be provided on coin telephone service.

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2.5.2 Optional Exchange Access Service Enhancement Features (continued)

FOUR WIRE SERVICE TERMINATING ARRANGEMENT

The Four Wire Service Terminating Arrangement permits switching equipment that is designed to use four wire terminations to be connected to the Company=s standard two wire Foreign Exchange and Foreign Central Office facilities toll network. While this offering contemplates the use of four wire facilities, between the local serving wire centers and the premises switching equipment, two wired facilities may be used.

Transmission performance that meets the established standard of the Company will be obtained over facilities connected to a Four Wire Service Terminating Arrangement. If a Customer requests improvement beyond this, additional equipment will be provided, where facility conditions permit, subject to additional rates and charges based on the costs incurred.

MULTI RING SERVICE

Multi Ring Service enables an individual line subscriber to have up to two telephone numbers (referred to as ADependent@ numbers) assigned to one dial tone line in addition to the main number (referred to as the AMaster number). Customers subscribing to this service will be able to receive calls dialed to two or three separate numbers without having a second or third access line. Distinctive ringing will be provided for each of the additional telephone numbers to facilitate identification of incoming calls. Multi Ring Service is associated with incoming calls only and does not provide a separate dial tone line to place outgoing calls. A distinctive Call Waiting tone for each additional telephone number will be provided, where facilities permit, to Customers subscribing to the Call Waiting feature of Custom Calling Service.

PRIORITY CALL

This service provides one distinctive audible signal to the called Customer when a call is received from one of up to six respecified telephone numbers. This service is only available with telephone numbers located in appropriately equipped offices. If the called Customer subscribes to Call Waiting, and the call arrives while the line is busy, the Call Waiting tone has a distinctive pattern. For calls from a dial tone line with multiline hunting, the distinctive signal is only produced when the main telephone number has been entered in the screening list.

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2.5.2 Optional Exchange Access Service Enhancement Features (continued)

REPEAT DIALING

Allows a calling party to automatically redial the last number dialed, provided there has been no intervening calls. If the called line is busy, a 30-minute queuing process begins. The calling party is then given an indication that the network will attempt to set up the call when the called line is idle. The network periodically tests the busy status of the called line until both lines are found idle or the queuing process expires.

Customer can subscribe to this service and pay a monthly charge or use it on a per activation basis. If a Customer subscribes to this service, the monthly rate includes unlimited usage. When the Customer uses the service on a per activation basis, a usage charge applies each time the service is activated whether or not the called party answers.

SELECT FORWARD

This service allows the Customer to select a maximum of six telephone numbers to be forwarded to a second telephone number. This list can only be created from and for telephone numbers located in appropriately equipped offices. Only calls from those telephone numbers in the screening list may be forwarded to the designated telephone number.

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

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

THREE-WAY CALLING

Adds a third party to an established connection without operator assistance.

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2.5.3 Optional Exchange Access Service Enhancement Features - Rate Schedule

Rates in this section are applied on a monthly basis unless otherwise specified:

BLOCKING - Non Recurring Charge ¹	\$.50*
CALL BLOCK - Usage Rate	\$5.00
CALL FORWARDING - Busy line - Busy line and Don=t Answer - Variable	\$2.00 \$2.00 \$3.00
CALL TRACE - Per Activation	\$1.95*
CALL WAITING	\$3.62
CALLER ID	\$6.50

CALLER ID DELUXE

\$7.50

^{*}each day active ICB - Individual Case Basis

¹Charge applies to change orders for subscription to feature. One charge applies per line, per order. One charge is in addition to applicable charges for other work being performed. The initial request for line blocking will be provided free of charge for all new and existing Customers upon request to the Company=s business office. However, if a Customer subscribes, disconnects, and then reconnects line blocking at the same address, a nonrecurring charge will be charged. The nonrecurring charge will not, under any circumstances, however, be applied to victims of domestic violence receiving services from a domestic violence program or protected by court order, social welfare agencies such as women=s shelters, health and counseling center, public service hotlines and the staff thereof.

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2.5.3 Optional Exchange Access Service Enhancement Features - Rate Schedule (cont.)

MULTI RING SERVICE - 1 st Line - 2 nd Line	\$4.50 \$4.50
PRIORITY CALL - Usage rate	\$2.75
REPEAT DIALING - Usage Rate	\$2.75
SELECT FORWARD - Usage Rate	\$3.50
THREE-WAY CALLING - Usage Rate	\$3.00

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Nonrecurring

2.5.4 Optional Exchange Access Service Enhancement Features - Non-Recurring Charges

A. Nonrecurring Rates

The following nonrecurring service charges apply to change orders for subscription Optional Central Office Services. One charge applies per line, per order regardless of the number of services being changed or added. The nonrecurring Product/Service Charge is in addition to applicable charges for other work being performed.

		Product/Service Charge ¹		
1.	Change orders for subscription Optional Central Office Services, per line, per order.	l	\$20.00	
2.	Optional Central Office Usage Services Ser Reactivation, per line ²	vice	\$20.00	
3.	Change PIN for Remote Access Service, per By Company	r change	\$20.00	
	Change Call Forwarding arrangement on Multi		Φ20.00	
	Service, per change ³		\$20.00	
	Change standard ringing and associated tone Or change telephone number of dependent Number, per change		\$20.00	

¹Appropriate business rates are applicable to Feature Group A and Lineside Basic Service Arrangement (BSA) Switched Access Service.

²Applies to Customers who have previously had usage service(s) removed. These charges are not subject to any waiver stated in this or any other sections of this tariff. One charge applies per line regardless of the number of services reactivated.

³Applies to Customers who have previously established service. These charges are not subject to any waiver stated in this or any other sections of this tariff.

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2.5.4 Optional Exchange Access Service Enhancement Features - Non-Recurring Charges (cont.)

A. <u>Nonrecurring Rates</u> (cont.)

Nonrecurring Product/Service Charge¹

- Change Multi Ring Service, per change (Change Call Forwarding Arrangement, standard ringing and Associated tone patterns, or telephone number of dependent number) \$20.00
- 2. Line Blocking²

\$20.00

3. For subscription requests received within a 90-day period following the initial provision of central office facilities, the introduction of new services, or the enhancement of existing services, the Company will waive the nonrecurring Product/Service Charge for the establishment of selected Optional Services. This provision does not apply to Centrex Customers.

¹Appropriate business rates are applicable to Feature Group A and Lineside Basic Service Arrangement (BSA) Switched Access Service.

²The initial request for line blocking will be provided free of charge for all new and existing Customers upon request to the Company=s business office. However, if a Customer subscribes, disconnects, and then reconnects Line Blocking at the same address, a nonrecurring product/service charge will be charged. The nonrecurring charge will not, under any circumstances, however, be applied to victims of domestic violence receiving services from a domestic violence program or protected by a court order, social welfare agencies such as women=s shelter, health and counseling center, public service hotlines and the staff thereof.

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2.6 Operator Assistance Services

2.6.1 General

Operator Assistance Surcharges apply when a Customer utilizes either an automated or live Company provided operator for purposes of completing or billing a call. Operator Assistance Surcharges apply in addition to either local usage or long-distance usage services as identified in Section 2.4.3 or 2.9 of this tariff.

2.6.2 Operator Assistance Surcharges - Descriptions

STATION-TO-STATION

Operator assists the caller by billing the call to a verified number other than the station number from which the call is being made or by which the call is received.

PERSON-TO-PERSON

Operator assists caller by beginning to bill the call only when a specifically identified party answers the phone.

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2.6.3 Operator Assistance Surcharges - Rate Schedule

Call Bands apply as specified in Section 2.4.5

2.6.3.1 All Exchange Areas

A. Operator Local Calls - All Exchange Areas

Calls placed through the operator between points in the local calling area are charged the following Operator Service Charges:

- Station-to- Station* \$1.40

- Person-to-Person \$3.50

B. Operator Assisted Usage Charges - All Exchange Areas

Reserved for future use.

*Includes special billing number, operator dialed and completed calls and all Time and Charge request calls (except hotel/motel guest originated as provided in this tariff. The live operator surcharge will be waived for victims of domestic violence, the staffs of domestic violence program agencies (when involved in domestic violence counseling) and emergency services personnel (while in performance of their jobs).

2.6.3.2 This Section is Reserved for Future Use

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2.6.3.2 This Section is Reserved for Future Use (cont.)

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2.6.3.3 This Section is Reserved for Future Use

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2.6.3.3 This Section is Reserved for Future Use (cont.)

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2.6.3.4 This Section is Reserved for Future Use

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2.6.3.4 This Section is Reserved for Future Use (cont.)

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2.6.3.5 This Section is Reserved for Future Use

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2.6.3.5 This Section is Reserved for Future Use (cont.)

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2.6.4 Verification Service

A. <u>Line Status Verification</u> *

Upon Customer request, subject to technical limitations, the operator will verify and provide the line status condition subject to a charge of \$x.xx per each request.

B. Call Interruption

Upon Customer request, subject to technical limitations, the operator will verify the line status condition and interrupt a call in progress to notify the party on the call that another caller is attempting to contact the line. The charge for call interruption is \$x.xx for each request. This charge includes verifying the line status condition and call interruption.

C. Billing

Charges may be billed alternatively billed to a Calling Card, Third Number, or Coin Sent Paid. Charges may not be billed as Person-to-Person or Collect Calls.

*Note: no charge will apply for a line status verification when a trouble condition is indicated on the line.

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2.7 <u>Directory Services</u>

2.7.1 General

Directory services allow Customers to customize the manner in which their Company assigned telephone numbers appear in published directory and/or used by dialable directories and Company operators. This section applies only to services provided by the Company. (See Section 1.2.16 and 1.2.17 pertaining to the Company=s liability for Customer information and its appearance in a public directory.)

2.7.2 Directory Services - Descriptions

ALPHABETIC DIRECTORY LISTING

Listing is provided in the alphabetical section of the directory of the local exchange area in which the Customer=s premises is located. This listing is provided for each line provided pursuant to the Company=s Exchange access Service. Where two or more lines are arranged to hunt, all of those lines so arranged constitute a separate Customer service.

ALTERNATE CALL NUMBER LISTINGS

An Alternate Call Number Listing is any listing of a name or information in connection with a Customer=s access line number beyond that provided pursuant to the Alphabetical Directory Listing Service provided above. Alternate Call Number listings include duplicate listings, foreign listings, reference listings and temporary listings.

DIRECTORY ASSISTANCE CALL

Directory Assistance (D.A.) Call services furnish the Customer with either automated or operator assisted access to the Company=s Directory Services database on a dial-up basis. A maximum of two number requests will be accommodated per D.A. Call Service call.

INFORMATION CALL COMPLETION

Information Call Completion (ICC) is available as an add-on to the Company=s D.A. Call service. ICC allows the Customer to connect directly to a number requested via the Company=s D.A. Call service by means of operator dialing.

PRIVATE LISTING

A telephone number which is not listed in either directory assistance records or the alphabetical directory or that section of the directory containing the regular alphabetical list of names of Exchange Access Customers.

SEMI-PRIVATE LISTING

A telephone number which is not listed in the alphabetical directory or that section of the directory containing the regular alphabetical list of names of Exchange Access Service Customers. The telephone number is listed in the directory assistance records and will be furnished upon request of the calling party.

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2.7.3 <u>Listing Furnished Without Extra Charge</u>

	Number of Listings
Business Service Listings	
For each Business telephone number listed, except numbers of	of
Centrex or In-dialing Service station lines	1
Residence Service Listings	
For each Residence telephone number when provided at the t	ime
Service is established	2
Foreign Exchange Services Listings	
For each number listed in the alphabetical list for the foreign	
exchange	1

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2.7.4 Charge Listings

The following charges apply to listings of the type covered in Section 2.7.3, preceding, in addition to the number specified therein.

A. Monthly Charges

Monthly Rate

- For each listing

\$1.25

B. Product/Service Charges

In addition, a Product/Service charge applies as follows.

For a Residence listing within the limit specified in 2.7.3 preceding when requested subsequent to the establishment of service.

For each Residence or Business listing requested in excess of the number provided without extra charge as specified in 2.7.3 preceding.

For each change requested in an existing Residence or Business listing as specified in 2.7.3 preceding.

Product/Service Charge

- Each Residence listing

12.00

The Product/Service charge does not apply for changing a listing on a Residence account when a Customer has assumed the outstanding charges on an existing account and the listing change is caused by a divorce, death, marriage or court order.

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2.7.4 Charge Listings (cont.)

Monthly Rate	Product/Service Charge
\$1.25 N/A	\$12.00 \$12.00
Monthly Rate	Product/Service Charge
\$2.05	\$15.00
\$2.05	\$ 9.00
N/A	\$ 15.00
N/A	\$ 9.00
<u>Residence</u>	Business
\$.59(Local) \$.95(National)	\$.57
\$1.75	\$15.00
\$1.25	\$15.00
	\$1.25 N/A Monthly Rate \$2.05 \$2.05 N/A N/A Residence \$.59(Local) \$.95(National)

¹An allowance of two direct dialed directory assistance calls per month without charge are permitted for each Residential exchange service or trunk line. Call allowances or calls are not transferable between separate accounts of the same Customer.

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Replacing Original Page No. 75

2.8 Restoration of Service

2.8.1 General

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and in payable at the time of the arrangement of the re-establishment of the service and facilities suspended is arranged for.

2.8.2 Restoration of Service - Rate Schedule

Non-Recurring Charge

Effective: September 4, 2008

Per Occasion \$50.00 (I)

Issued: September 3, 2008

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2.9 Reserved for Future Use

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2.10 Supplemental Equipment

Reserved for future use

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2.11 <u>Presubscription</u>

2.11.1 IntraLATA Toll Presubscription

A. IntraLATA Presubscription is a procedure whereby a Customer designates to the Company the IntraLATA Toll Provider (ITP) which the Customer wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. IntraLATA presubscription does not prevent a Customer, who has presubscribed to an IntraLATA toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred intraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier=s other service(s).

An ITP must use Feature Group D (FGD) Switched Access Service to qualify as an intraLATA toll provider unless prior arrangements have been made with or by the Company. IntraLATA toll providers must submit an Access Service Request (ASR) prior to the intraLATA toll presubscription conversion date or prior to the date on which the carrier proposes to begin participating in intraLATA toll presubscription, unless prior arrangements have been made with the Company.

Selection of an intraLATA toll provider by an end user is subject to the terms and conditions following.

B. At the option of the ITP, the nonrecurring charge for a change in intraLATA toll presubscription, as provided herein, may be billed to the ITP, instead of the end user. This may involve charges resulting from end user initial free choice PIC changes, as specified in C1. following.

This option for the ITP to be billed for the PIC change charge instead of the end user is not available for orders placed directly via the Company=s Business Offices.

2.11.1 <u>IntraLATA Toll Presubscription</u> (Continued)

C. Presubscription Charge Application

- (1) Existing end users may exercise an initial free presubscription choice, either by contacting the Company or by contacting the ITP directly. The initial free choice must be made within 90 days following implementation of intraLATA toll presubscription. The charge for the initial free choice change will be billed to the new ITP at the discretion of the Company. End users= choices which constitute exercising the free initial choice are:
 - Designating an ITP as their primary carrier thereby requiring no access code to access that ITP=s service. Other carriers are accessed by dialing 10XXX, 101XXXX, or other required codes.
 - S Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.

Following an existing end user=s initial free selection, any subsequent selection made during the first 90 days after presubscription or any change made more than 90 days after presubscription is implemented is subject to a nonrecurring charge as set forth herein.

(2) New end users who subscribe to service after the presubscription implementation date (including an existing Customer who orders an additional line) will be asked to select a primary ITP when they place an order for Company Exchange Service. If a Customer cannot decide upon an intraLATA toll carrier at the time, the Company may extend a 30 day period following completion of the service request to make an intraLATA PIC choice without charge. In the interim, the Customer will be assigned a >No-PIC= and will have to dial an access code to make intraLATA toll calls.

2.11.1 <u>IntraLATA Toll Presubscription</u> (Continued)

C. Presubscription Charge Application (Continued)

Initial free selections available to new end users are:

- Designate an ITP as their primary carrier thereby requiring no access code to access that ITP=s service. Other carriers are accessed by dialing 10XXX, 101XXXX, or other required codes.
- Choose no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company. In addition, new end users that do not select a preferred carrier will be assigned a >No-PIC=.

Following a new end user=s initial free selection, any subsequent selection made following implementation of intraLATA toll presubscription is subject to a nonrecurring charge as set forth herein.

(3) If an ITP elects to discontinue Feature Group D service after implementation of the intraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users who have selected the canceling ITP as their preferred intraLATA toll provider. The ITP must inform the end users that it is canceling its Feature Group D service, request that the end user select a new ITP, and state that the canceling ITP will pay the PIC change charge as provided herein. The ITP must provide written notification to the Company that this activity has taken place.

Following the ITP=s discontinuance of service, the Company will bill the canceling ITP the charge for each end user that is currently designated to the ITP at the time of discontinuance.

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2.11.1 <u>IntraLATA Toll Presubscription</u> (Continued)

- C. Presubscription Charge Application (Continued)
 - (4) An unauthorized PIC change is a change in the presubscribed intraLATA toll provider that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in intraLATA presubscription occurs, the ITP making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided in G.2 following. In addition, the ITP will be assessed the applicable charge for returning the end user to their preferred intraLATA toll provider.

If an unauthorized change in intraLATA toll presubscription and interLATA presubscription occurs at the same time, on the same Business/Residence line, and the presubscribed ITP is the same carrier for intraLATA and interLATA, presubscription change charges as provided herein and the Company=s corresponding F.C.C. Access Tariff apply. In addition, the ITP will be assessed the applicable charges for returning the end user to their preferred intraLATA toll provider as herein and in the Company=s corresponding F.C.C. Tariff.

D. Equal Access Recovery Charge

The Equal Access Recovery Charge is a charge to recover the costs that the Company has directly incurred in connection with the implementation of intraLATA toll presubscription. The Equal Access Recovery Charge is billed to intraLATA toll providers.

2.11.1 <u>IntraLATA Toll Presubscription</u> (Continued)

E. End User Charge Discrepancy

- (1) When a discrepancy is determined regarding an end user=s designation of a preferred intraLATA toll carrier, the following applies depending upon the situation described:
 - A signed letter of authorization takes precedence over any order other than subsequent, direct Customer contact with the Company.
 - When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest applications date/time determines Customer choice.
 - If an end user denies requesting a change in intraLATA toll presubscription as submitted by an ITP, and the ITP is unable to produce a letter of authorization, signed by the end user, the ITP will be assessed all applicable change charges. The ITP will also be assessed the intraLATA toll presubscription change charge as specified herein, which was previously billed to the end user.
- (2) Verification of Orders for Telemarketing

Neither the ITP nor the Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the F.C.C.=s current antislamming practices and procedures.

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2.11.1 <u>IntraLATA Toll Presubscription</u> (Continued)

F. PIC Switchback Option-Business/Residence

PIC Switchback is an option under which no investigation activities are performed by the Company when an end user denies requesting a change in primary carrier submitted by the ITP. The ITP participating in PIC Switchback will be billed the PIC Switchback Charge, and the presubscription change charge, as specified herein, to switch the end user to the end user=s previous carrier.

When the Company is contacted by an end user who denies requesting a change in ITP primary carrier, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous ITP at no charge. If this service is made available by the Company, ITP=s may subscribe to or cancel PIC Switchback Service on thirty (30) days notice to the Company by submitting a written request. A letter of authorization from the ITP will not be requested or accepted at a later date in the event of a dispute of the charges assessed under the PIC Switchback option.

This option in no way relieves the ITP of the F.C.C. requirements for:

- 1. Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or
- 2. instituting steps to obtain verification of orders submitted to the Company.

In addition, the end user has the option of initiating a complaint to the F.C.C. or the Public Utility Commission concerning unauthorized changes in carrier.

2.11.2 <u>Presubscription - Rate Schedule</u>

Non-Recurring Charge

Per Occasion \$5.00

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2.12 This Section Reserved for Future Use

2.13 <u>Telephone Assistance Programs</u>

A. <u>Lifeline Service</u>

1. <u>Description</u>

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

2. <u>Regulations</u>

- a. Lifeline Service is available to qualified Residence Customers and is provided via a Residence individual Dial Tone Line. Lifeline Service is limited to only one service per qualified customer or household. A potential Lifeline Customer who has an outstanding final bill for telephone service which is less than (4) years old must pay the entire balance of any basic service final bill before being eligible for Lifeline Service.
- b. Residence Lifeline Service consists of the following tariffed standard features and optional customer elected services at the applicable rates, charges and regulations for each feature and service provided:
 - One-Party Residence Unlimited Service and Local Measured Service, if available
 - 2. Directory Listing (standard only)
 - 3. Non-Published or Non-Listed Telephone Number Service.
 - 4. Access to Directory Assistance Service.
 - 5. Touch Tone Calling Service.
 - Access to Message Toll Telephone Service and Optional Dial Station-To-Station Calling Plan Services. However, the Residence Lifeline Dial Tone Line will be blocked from dial station access to 976/556/900 and any other type of Audiotex Service.
 - 7. Access to Operator Services.
 - 8. Voluntary Toll Restriction Option.
 - 9. Link Up America (if eligible).
 - 10. Access to 800/888 Services.
 - 11. Access to Call Trace.
 - 12. Access to Alerting and Reporting Systems (9-1-1 dialing).
 - 13. Access to the Pennsylvania Telecommunications Relay Service,
 - 14. Caller ID Per-call and Per-line Blocking.
 - 15. One optional vertical service (1)
- (1) When a Lifeline customer subscribes to the company's or a private vendor's mail service as the optional vertical service, a second vertical service may be added if necessary to make the voice mal service function.

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2.13 <u>Telephone Assistance Programs</u> (Cont'd)

- A. <u>Lifeline Service</u> (Cont'd)
 - 2. Regulations (Cont'd)
 - c. An applicant for Lifeline Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs or federal public housing; and be able to provide proof of income which is at or below 150% of the annual United States Census Bureau Poverty Level Guidelines For All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of Lifeline Service participants may be conducted biennially by the Company.

Pennsylvania Department of Public Welfare Lifeline Service Programs:

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

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

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. At the time of initial establishment of Lifeline Service, the Customer agrees to have his or her eligibility recertified as determined by the Company. When the Company is notified by the Customer or determines through recertification that the Lifeline Service Customer is no longer a participant in the DPW programs in 2(c) above or otherwise low-income eligible, the Customer will be notified (by telephone or letter) that the Lifeline Service rate is no longer applicable. Within the stated customer notification period (10 working days from the date of the notification), the Customer can contact the Company to negotiate new Dial Tone Service arrangements at applicable tariff rates (no connection charges will apply for existing services or options retained). If the Customer does not contact the Company by the end of the notification period, the Lifeline Service will be changed to applicable Exchange Area Dial Tone Line service at existing tariff rates (no connection charges will apply to existing services or options retained). Upon contacting the Company, the customer will have ten (10) working days to complete the low-income certification or recertification process in order to retain Lifeline Service.

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2.13 <u>Telephone Assistance Programs</u> (Cont'd)

A. <u>Lifeline Service</u> (Cont'd)

2. Regulations (Cont'd)

- 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. All other premium services offered by the Company will not be available.
- g. Lifeline Service Customers are required to apply for the Link Up America benefit when applicable.
- h. Customer requested temporary suspension of Lifeline Service is not permitted.
- i. Lifeline Service does not apply to applicants who are full time students living in university or college controlled housing.
- j. The applicant must not be a dependent for Federal Income Tax purposes, unless he or she is 60 years of age or older.
- k. Lifeline customers are subject to all Residence service regulations in this and other tariffs of the Company.
- 1. Residence Lifeline Service cannot be resold by the Lifeline customer or the Lifeline customer=s agent(s).
- m. Resale of Lifeline Services are subject to wholesale rate obligations under Section 251 (c)(4) of the Telecommunication Act of 1996.
- n. 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.
- o. Any Lifeline customer who has a past due balance of Toll Charges will be treated with the appropriate Chapter 64 regulations. The Residence Toll Restoral Charge applies to Lifeline Customers who are suspended for non-payment and who subsequently pay their outstanding toll charges and request toll restoral. If a Lifeline Customer is toll restricted for a second occurrence, the Company may, at its discretion, place the Lifeline Customer on permanent toll restriction.

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2.13 <u>Telephone Assistance Programs</u> (Cont'd)

- A. <u>Lifeline Service</u> (Cont'd)
 - 2. <u>Regulations</u> (Cont'd)
 - p. Toll-Blocking and Toll-Control services will be provided at no charge to Lifeline Service subscribers, to the extent that they are offered.
 - 3. <u>Dial Tone Monthly Rate</u>
 - a. Applicable Residence Dial Tone Cell monthly rate minus \$1.75. (1)
 - b. Lifeline Service customers will pay the applicable Subscriber Line Charge monthly rate and will be given the credit for the same amount of the Subscriber Line Charge as prescribed by the Federal Communications Commission Docket Nos. 00-256, 96-45, 98-77, 98-166 and 00-193.
 - c. 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) The Dial Tone Line and Subscriber Line Charge monthly rate discounts will be reduced to the extent that application of the full discount would not result in rates that are less than zero.

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2.13 <u>Telephone Assistance Programs</u> (Cont'd)

B. <u>Link Up America Service</u>

1. <u>Description</u>

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

2. <u>Regulations</u>

Link Up America is available to residence customers who meet the following eligibility criteria:

- a. The applicant must not be a dependent for federal income tax purposes, unless he or she is 60 years of age or older. The applicant must self-certify this requirement.
- b. An applicant for Link Up America Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs or federal public housing; and be able to provide proof of income which is at or below 150% of the annual United States Census Bureau Poverty Level Guidelines For All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of Lifeline Service participants may be conducted biennially by the Company.

Pennsylvania Department of Public Welfare Lifeline Service Programs:

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

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

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2.13 <u>Telephone Assistance Programs</u> (Cont'd)

B. <u>Link Up America Service</u> (Cont'd)

2. <u>Regulations</u> (Cont'd)

- c. The Link Up America discount is applicable to one access line (dial tone line) when applied to the installation or relocation of main service at a Customer=s principal residence.
- d. Link Up America applicants are not exempt from Company deposit requirements.
- e. Service will not be established at discounted rates prior to receipt of certification. Service will be established at full service connection charges. If certification is received within 60 days of original application, credit will be applied to provide the Link Up America discount.
- f. The Link Up America discount does not apply to applicants who are full time students living in university or college controlled housing.

3. Rates

The Link Up America Program provides for a 50% discount on the Service Connection Charge associated with the connection of a new residence exchange access line (dial tone line) as specified in this tariff. The total amount of the discount may not exceed \$30.00 and the remaining charges will be billed to the Link Up America Customer in monthly installments as specified in this tariff.

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2.14 Pennsylvania Telecommunications Relay Service

A. General

The Pennsylvania Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the Commonwealth. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech as provided in AT&T Communications of Pennsylvania, Inc.'s Tariff PA. P.U.C. No. 13.

B. Surcharge

In addition to the charges provided in this tariff and the Company=s other intrastate toll tariffs, a surcharge will apply to all residence and business access lines served by the Company. This surcharge applies regardless of whether or not the access line uses the Pennsylvania Telecommunications Relay Service.

This surcharge serves as the funding vehicle for the operation of the Pennsylvania Telecommunications Relay Service, and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the Pennsylvania Relay Service Surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing with July 1, of each year.

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

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

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

Per residence access line \$0.08
Per business access line \$0.09

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

C. Rates

Local calls will be charged at the applicable local flat rate or local measured service rate. IntraLATA toll calls placed through the Pennsylvania Telecommunications Relay Service will be rated according to the Company=s IntraLATA Interexchange Tariff.

Issued: October 30, 2006 Effective: October 31, 2006

2.15 <u>Emergency Services</u> (911/Enhanced 911)

2.15.1 Glossary of Terms

<u>Host Telephone Company</u>: 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.

<u>Telephone Company:</u> A telecommunications public utility regulated by the Pennsylvania Public Utility Commission and which has or requests access to the count/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'.

<u>Content</u>: The data elements of the MSAG including (but not necessarily limited to) the data elements that are entered into the following fields A-1 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]

<u>Formatting Format</u>: 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.

2.15.2 Regulations

- A. The Company will comply with the Protocols 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 (MSAG); Docket No. P-0097 1203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998.
- 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.

Issued: May 4, 2004 Effective: May 6, 2004

Joseph R. Morris, VP of Corporate Operations First Communications, LLC 3340 West Market Street Akron, OH 44333

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2.15 <u>Emergency Services</u> (911/Enhanced 911) (Cont'd)

2.15.3 Regulations (Cont'd)

- 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 service provider will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.
- F. The Host Telephone Company will install the county's/municipality's MSAG in 'read/write' format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality 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.
- 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 telephone company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate customer information for input to the ALI database.
- H. The service provider will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.

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2.15 <u>Emergency Services</u> (911/Enhanced 911) (Cont'd)

2.15.4 Regulations (Cont'd)

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 telephone company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.

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2.16 Bundled Residential Plans

FirstTalk Basic Residential

MRC

Unlimited Local Calling Caller ID Name and Number Touchtone 900/976 blocking \$49.95

Intrastate long distance rate per minute \$0.044 Interstate rate per minute* \$0.058

*Interstate rates are for continental US only

Issued: May 20, 2010 Effective: June 23, 2010

Local Exchange Tariff

Supplement #4
Telephone-Pa P.U.C. No. 2
Section 2 - Services
Original Page No. 96

2.17 Bundled Business Plans

FirstTalk Basic Commercial (12 month term)

MRC

Unlimited Local Calling \$59.95 Caller ID Name and Number

Call Forwarding
Hunting (Optional)
Touchtone
900/976 blocking

Intrastate long distance rate per minute \$0.039
Interstate long distance rate per minute* \$0.053

Issued: May 20, 2010 Effective: June 23, 2010

^{*}Interstate rates are for continental US only

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3 SPECIAL ARRANGEMENTS

3.1 General

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer to develop a competitive bid for service offered under this tariff. Rates quoted in response to such requests may be different from those specified for such service in this tariff. ICB rates shall be offered to the customer in writing and on a non-discriminatory basis.

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company=s tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charge; (3) termination liabilities; (4) combinations thereof.

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3.2 <u>Basis for Computing Rates for Special Arrangements</u>

The costs referred to in Section 3.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Cost of installing the facilities to be provided including estimated costs for the rearrangements of existing facilities. Costs may include the following:
 - 1. Equipment and materials provided or used,
 - 2. Engineering, labor and supervision,
 - 3. Transportation, and
 - 4. Rights of way;
- B. Cost of maintenance;
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities, with an appropriate allowance for the estimates net salvage;
- D. Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. License preparation, precessing and related fees;
- F. Tariff preparation, processing and related fees;
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

3.3 <u>Termination Liability for Special Arrangements</u>

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer as follows:

- A. The termination liability period is the estimated service life of the facilities provided,
- B. The amount of the maximum termination liability is equal to the estimated amount for:
 - 1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction or new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - a. Equipment and materials provided or used,
 - b. Engineering, labor and supervision,
 - c. Transportation, and
 - d. Rights of way;
 - 2. License preparation, processing, and related fees;
 - 3. Tariff preparation, processing, and related fees;
 - 4. Cost of removal and restoration, where appropriate; and
 - 5. Any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The applicable termination liability method applies to calculations regarding the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 3.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 3.3.B preceding shall be adjusted to reflect to the redetermined estimate net salvage, including any reuse of facilities provided. This product is adjusted to reflect applicable taxes.

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3.4 Other Special Arrangements

THIS SECTION REMAINS BLANK FOR PURPOSES OF FUTURE USE

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4. PROMOTIONAL OFFERINGS

4.1 General

The Company may from time to time engage in special promotional offerings or trial service offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by the Commission. Promotional offerings may include, but are not limited to, special discount plans or lower rate offerings. All promotional offerings will include the duration of the offering and will be filed with the Commission on one (1) day notice before it is offered to the Customers.

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Section 5 – Grandfathered Services
Original Page No. 1

Effective: February 22, 2007

Section 5 – Grandfathered Services 5.1 Grandfathered former Acceris services

5.1.1 Services Offered

Services Offered

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

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

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

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

Issued: February 21, 2007

Joseph R. Morris, Chief Operating Officer First Communications, LLC 3340 West Market Street Akron, OH 44333

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Section 5 – Grandfathered Services 5.1 Grandfathered former Acceris services (Cont)

5.1.1 Services Offered (Cont)

Standard Residence Line

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

Standard Business Line

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

PBX Trunk Service

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

Direct Inward Dialing (DID) Service

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

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Section 5 – Grandfathered Services 5.1 Grandfathered former Acceris services (Cont)

5.1.1 Services Offered (Cont)

Optional Calling Features

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

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

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

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

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5.1 Grandfathered former Acceris services (Cont)

5.1.1 Services Offered (Cont)

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

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Section 5 – Grandfathered Services 5.1 Grandfathered former Acceris services (Cont)

5.1.1 Services Offered (Cont)

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

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Section 5 – Grandfathered Services 5.1 Grandfathered former Acceris services (Cont)

5.1.1 Services Offered (Cont)

- (M) Call Tracing: Allows the tracing of misance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- (N) Distinctive Ringing: This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing First Number and Distinctive Ringing Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- (O) Calling Number Delivery Blocking: Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.
- (P) Repeat Dialing: Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

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

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Section 5 – Grandfathered Services 5.1 Grandfathered former Acceris services (Cont)

5.1.1 Services Offered (Cont)

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

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Section 5 – Grandfathered Services 5.1 Grandfathered former Acceris services (Cont)

5.1.1 Services Offered (Cont)

Intercom Extra® Service (continued) another extension; d) Three-Way Calling capability (same as the Three-Way Calling feature description in A.3. preceding). Intercom Extra Service will be provided to individual line residence customers by monthly subscription only.

- (V) Distinctive Ring Service: Distinctive Ring Service enables an individual line subscriber to have up to two telephone numbers (referred to as "Dependent" numbers) assigned to one dial tone line in addition to the main number (referred to as the "Master" number). Each number when dialed will result in a distinctive ring which facilitates the ability of the customer to determine which number is being called. Where facilities permit, a distinctive Call Waiting tone for each telephone number will be provided for customers who subscribe to Distinctive Ring Service and Call Waiting. Distinctive Ring Service is associated with incoming calls only and does not provide a separate dial tone line to place outgoing calls. Distinctive Ring Service is only offered on a monthly subscription basis.
- (W) Return Call (*69): This service allows a customer to return the most recent incoming call and hear an announcement of the last telephone number that called. To activate Return Call (*69), the customer dials a code, then hears an announcement of the telephone number of the last party that called. If the customer wishes to return the call right away, voice prompts will instruct the customer to dial a certain digit and the call will automatically be returned.

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

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

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

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

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

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Section 5 – Grandfathered Services 5.1 Grandfathered former Acceris services (Cont)

5.1.1 Services Offered (Cont)

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

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

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

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

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

- (Z) Blocking: A calling party may block the passage of his/her telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to Optional Central Office Services which utilize Signaling System 7 (SS7) technology. Blocking will also prevent call completion through the use of Return Call (*69) Service.
 - a. <u>Per-Call Blocking</u>: To activate per-call blocking, a customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per-call blocking, and it is provided on an unlimited basis. Per-call blocking is available to all customers in the following service territories: Verizon Pennsylvania, Inc., Verizon North and Sprint/United Telephone Company.

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Section 5 – Grandfathered Services 5.1 Grandfathered former Acceris services (Cont)

5.1.1 Services Offered (Cont)

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

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

As a facilities permit, a line blocking customer will be provided with a separate code to deactivate blocking, which is different from the per-call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate line blocking will be the same. Line Blocking is available to all customers in Verizon Pennsylvania, Inc.'s serving territory.

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

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

Directory Assistance

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

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5.1.1 Services Offered (Cont)

Pay Per Call Blocking/Unblocking

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

Presubscription Services

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

5.1.2 Standard Residence Local Exchange Service

Standard Residence Local Exchange Service

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

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

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

Section 5 – Grandfathered Services

5.1 Grandfathered former Acceris services (Cont)

5.1.2 Standard Residence Local Exchange Service (Cont)

Monthly Recurring Charges

The following charges apply to Standard Residence Local Exchange Service lines per month. Rates and charges include Touch-tone Service. The rates and charges below apply to service provided on a month-to-month basis.

Pennsylvania Exchanges		Servi	се Туре	
Rate	Local Area	Local Area	Extended Area	Metropolitan
Groups	Standard	Unlimited	Unlimited	Area
Rate Group A-3	\$7.88	\$9.08	\$11.28	\$40.00
Rate Group A-4	\$8.28	\$9.48	\$13.13	\$40.00
Rate Group D-3	\$7.88	\$10.48	\$12.73	\$40.00
Rate Group D-4	\$8.28	\$10.88	\$13.13	\$40.00
Rate Group F-3	\$7.88	\$12.13	\$14.48	\$40.00
Rate Group F-4	\$8.28	\$12.53	\$14.88	\$40.00
Philadelphia Exchanges		Servi	се Туре	
Rate	Budget	Local Area	Local Area	Metropolitan
Groups	Usage	Standard	Unlimited	Area
Rate Group 1	\$4.58	\$7.18	\$13.43	\$25.58
Rate Group 2	\$4.88	\$7.48	\$13.73	\$25.88
Rate Group 3	\$5.28	\$7.88	\$12.13	\$31.28
Pittsburgh Exchanges		Servi	се Туре	
Rate	Budget	Local Area	Local Area	Metropolitan
Groups	Usage	Standard	Unlimited	Area
Rate Group 1	\$4.58	\$7.18	\$13.43	\$25.58
Rate Group 2	\$4.88	\$7.48	\$13.73	\$25.88
Rate Group 3	\$5.28	\$7.88	\$12.13	\$31.28

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Effective: September 1, 2016

Section 5 – Grandfathered Services

5.1 Grandfathered former Acceris services (Cont)

5.1.2 Standard Residence Local Exchange Service (Cont)

Usage Sensitive Charges and Allowances

(A) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

(B) Measured Service

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

Weekday Rate: Monday through Friday 8:00am to 10:00pm

Per Message Rate \$0.07

Night & Weekend Rate: Monday through Friday 10:01pm to 7:59am and

All day Saturday and Sunday Per Message Rate \$0.028

Budget Usage \$0.25 per call

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Section 5 – Grandfathered Services 5.1 Grandfathered former Acceris services (Cont)

5.1.3 Standard Business Local Exchange Service

Standard Business Local Exchange Service

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

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

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

Section 5 – Grandfathered Services

5.1 Grandfathered former Acceris services (Cont)

5.1.3 Standard Business Local Exchange Service (Cont)

Monthly Recurring Charges

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

Pennsylvania Exchanges		Service	е Туре	
Rate	Local Area	Local Area	Local Area	Extended Area
Groups	Standard	Valu-Pak	Unlimited	Unlimited
Rate Group A-3 - Individual	\$22.13	\$24.43	\$25.93	\$30.23
Rate Group A-3 - Multiline	\$20.03	\$22.33	\$23.83	\$28.13
Rate Group A-4 - Individual	\$24.63	\$26.93	\$28.43	\$32.73
Rate Group A-4 - Multiline	\$22.53	\$24.83	\$26.33	\$30.63
Rate Group D-3 - Individual	\$22.13	\$29.03	\$30.23	\$34.48
Rate Group D-3 - Multiline	\$20.03	\$26.93	\$28.13	\$32.38
Rate Group D-4 - Individual	\$24.63	\$31.53	\$32.73	\$36.98
Rate Group D-4 - Multiline	\$22.53	\$29.43	\$30.63	\$34.88
Rate Group F-3 - Individual	\$22.13	\$29.03	\$34.43	\$38.73
Rate Group F-3 - Multiline	\$20.03	\$26.93	\$32.33	\$36.63
Rate Group F-4 - Individual	\$24.63	\$31.53	\$36.93	\$41.23
Rate Group F-4 - Multiline	\$22.53	\$29.43	\$34.83	\$39.13
Philadelphia Exchanges		Service Type		
Rate	Local Area	Local Area	Local Area	
Groups	Standard	Valu-Pak	Unlimited	
Rate Group 1 - Individual	\$17.13	\$28.63	N/A	
Rate Group 1 - Multiline	\$15.03	\$26.53	N/A	
Rate Group 2 - Individual	\$19.63	\$31.13	N/A	
Rate Group 2 - Multiline	\$17.53	\$29.03	N/A	
Rate Group 3 - Individual	\$22.13	\$33.63	\$38.73	
Rate Group 3 - Multiline	\$20.03	\$31.53	\$36.63	
Pittsburgh Exchanges		Service Type		
Rate	Local Area	Local Area	Local Area	
Groups	Standard	Valu-Pak	Unlimited	
Rate Group 1 - Individual	\$17.13	\$28.63	N/A	
Rate Group 1 - Multiline	\$15.03	\$26.53	N/A	
Rate Group 2 - Individual	\$19.63	\$31.13	N/A	
Rate Group 2 - Multiline	\$17.53	\$29.03	N/A	8
Rate Group 3 - Individual	\$22.13	\$33.63	\$38.18	1.24
Rate Group 3 - Multiline	\$20.03	\$31.53	\$36.08	

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Section 5 – Grandfathered Services

5.1 Grandfathered former Acceris services (Cont)

5.1.3 Standard Business Local Exchange Service (Cont)

Usage Sensitive Charges and Allowances

(A) Usage Charges

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

(B) Usage Allowance

Measured Service	
Local Valu-Pak	\$24.00 per mont
Local Standard	\$ 8.00 per month

Section 5 – Grandfathered Services 5.1 Grandfathered former Acceris services (Cont)

5.1.4 Business PBX Trunk Service

Business PBX Trunk Service

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

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

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

Monthly Charge for PBX trunk is \$56.50

Direct Inward Dialing (DID) Service

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

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

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

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Section 5 – Grandfathered Services 5.1 Grandfathered former Acceris services (Cont)

5.1.5 Optional Calling Features

Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages.

All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

Features Offered on a Usage Sensitive Basis

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

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

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

Effective: September 1, 2016

Section 5 – Grandfathered Services

5.1 Grandfathered former Acceris services (Cont)

5.1.5 Optional Calling Features (Cont)

Features Offered on a Monthly Basis

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

Optional Calling Feature	Residence	Business
Call Forwarding - Variable	\$2.30	\$2.69
Call Forwarding - Busy Line	\$2.00	\$2.00
Call Forwarding - Don't Answer	\$2,00	\$2.00
Call Forwarding - Busy Line & Don't Answer	\$2.00	\$2.00
Repeat Dialing	\$2.00	\$6.00
Distinctive Ringing	\$4.50	\$6.50
Caller ID - Standard	\$6.55	\$8.50
Caller ID - with Name	\$7.50	\$9.50
Call Block	\$4.04	\$6.06
Home Intercom	\$2.25	N/A
Intercom Extra	\$6.50	N/A
Call Waiting	\$4.59	\$7.65
Three-Way Calling	\$2.30	\$2.66
Speed Calling - 8 numbers	\$2.30	\$2.69
Speed Calling - 30 numbers	\$3.43	\$3.84
Priority Call	\$4.00	\$6.06
*69	\$4.00	\$6.00
Select Forward	\$4.04	\$6.06
Ultra Forward	\$5.00	\$7.00
Easy Voice (Voice Dialing)	\$3.75	N/A

5.1.6 Miscellaneous Services

Directory Assistance

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

Each Local Directory Assistance Call

\$0.57

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Section 5 – Grandfathered Services 5.1 Grandfathered former Acceris services (Cont)

5.1.6 Miscellaneous Services (Cont)

Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

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

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

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

Restoration of Service

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

	<u>Residence</u>		Business	
Per occasion	\$50.00	(I)	\$50.00	(I)

Bad Check Charge

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

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Section 5 – Grandfathered Services

5.1 Grandfathered former Acceris services (Cont)

(N)

5.1.7 **Bundled Package Plans**

Residential Package Plans

The rates and charges below apply to service provided on a month-to-month basis.

My Acceris Home

First line/each additional package \$38.95 (I)

Includes the following standard features:

Main line

Touch Tone

Anonymous Call Rejection (with Caller ID)

Speed Dialing 8

Call Waiting

Caller ID with Name

Residential Unlimited Package

First line/each Additional Line \$55.95 (I)

Includes the following standard features:

Main line

Anonymous Call Rejection (with Caller ID)

Three Way Calling

Speed Dialing 8

Call Waiting

Caller ID with Name

Unlimited local and interstate usage

(N)

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Issued: September 3, 2008

Joseph R. Morris, Chief Operating Officer First Communications, LLC 3340 West Market Street Akron, OH 44333

Local Exchange Tariff

Supplement # 3
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Section 5 – Grandfathered Services

(N)

5.1 Grandfathered former Acceris services (Cont)

5.1.7 Bundled Package Plans

Business Package Plan

The rates and charges below apply to service provided on a month-to-month basis.

Business Unlimited Package

First line/ each additional package

\$47.95

Effective: September 4, 2008

Includes the following standard features:

Business line
Anonymous Call Rejection (with Caller ID)
Three Way Calling
Call Waiting
Caller ID with Name
Unlimited interstate usage

(N)

Issued: September 3, 2008

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Effective: September 19, 2016

Section 5 – Grandfathered Services

5.2 Grandfathered Smart Pack Local Service – not available to new customers.

5.2.1 Miscellaneous Charges

CSR/Conversion Charges

Term Commitment	Charge Per CSR
Month-to-Month	\$20.00
1 Year	\$15.00
2 Years	\$10.00
3 Years	\$5.00 *

Installation Charges

Term Commitment	Charge Per Installation
Month-to-Month	\$33.50
1 Year	\$33.50
2 Years	\$33.50
3 Years	\$33.50

Service Order Charge

Month-to-Month \$20.00	Term Commitment	Charge Per Order
2 Years \$20.00	1 Year	\$20.00
3 Years \$20.00	2 Years	\$20.00

Service Change Charge

	Charge Per Change
Message to Measured	\$41.55
Measured to Message	\$41.55

^{*} Waived

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Local Exchange Tariff

Supplement # 55 Telephone-Pa P.U.C. No. 2 Section 5 – Grandfathered Services Original Page No. 2423

Section 5 – Grandfathered Services

5.2 Grandfathered Smart Pack Local Service – not available to new customers. (Cont)

5.2.2 Line and Usage Charges

A. Access Line Charges

The following line charges apply to Smart Pack Customers. All such business line charges indicated below include both the charge for the access line, line hunting service and any three (3) features in Section 5.2.3 of this tariff. Additional features are available at the rates contained within Section 5.2.3.

Term Commitment	Monthly Charge
1 Year	\$42.95
2 Years	\$42.95
3 Years	\$42.95

B. <u>Local Usage Charges</u>

1. Message Rate Service

Term Commitment	Rate Per Call
Month-to-Month	\$0.0800
1 Year	\$0.0600
2 Years	\$0.0575
3 Years	\$0.0550

2. Measured Rate Service

Term Commitment	With Long Distance		With Local Service Only	
	Initial 30 Seconds	Add'l. 6 Seconds	Initial 30 Seconds	Add'l. 6 Seconds
1 Year	\$0.00875	\$0.00175	\$0.01500	\$0.00300
2 Years	\$0.00750	\$0.00150	\$0.01375	\$0.00275
3 Years	\$0.00625	\$0.00125	\$0.01250	\$0.00250

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Section 5 – Grandfathered Services

5.2 Grandfathered Smart Pack Service – not available to new customers. (Cont)

5.2.2 <u>Line and Usage Charges</u> (Cont'd)

C. Unlimited local usage line

1st line \$55.00

Additional line \$48.00

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Section 5 – Grandfathered Services

5.2 Grandfathered Smart Pack Service – not available to new customers. (Cont)

5.2.3 Service Enhancement Features

A. <u>Standard Features</u>

All lines are pre-equipped with the following features, as well as line hunting service, at no additional charge. Charges apply on a per line, per month basis unless otherwise indicated:

	Rate
Automatic Callback	\$7.25
Call Trace, per use	\$3.50
Repeat Dialing	\$4.00
Three-Way Calling	\$4.00

B. Optional Features

Customers may additionally subscribe to the following features. Charges apply on a per line, per month basis unless otherwise indicated:

	<u>Rate</u>
900 Call Blocking	\$0.00
976 Call Blocking	\$0.00
Alternate Answering	\$0.75
Busy Line Transfer	\$0.75
Call Forwarding	\$4.00
Remote Call Forwarding	\$18.45
Call Waiting	\$5.00
Caller ID	\$6.50
Caller ID With Name	\$7.25
Multi-Ring Service	
1 st Number	\$4.00
2 nd Number	\$3.95
Speed Calling - 8 or 30	\$4.00

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Local Exchange Tariff

Supplement # 55 Telephone-Pa P.U.C. No. 2 Section 5 – Grandfathered Services Original Page No. 2723

Section 5 – Grandfathered Services

5.3 Grandfathered First Local Commercial Line Service - not available to new customers.

5.3.1 <u>FirstLocal Commercial Line</u>

Provides a basic business local exchange line and is offered with a month to month, 12 month, or 36 month term.

Month to month \$53.00

12 month term, per month \$39.00

36 month term, per month \$39.00

Includes the following features:

Unlimited local calling Touch Tone 900/976 Blocking