

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**SUPPLEMENT No. 5**

**CITIZENS TELECOM  
SOLUTIONS, LLC**

**TARIFF TELEPHONE PA P.U.C. NO. 1  
TITLE SHEET**

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**REGULATIONS AND SCHEDULE OF CHARGES**

Applicable to

FACILITIES-BASED COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

Provided by

CITIZENS TELECOM SOLUTIONS, LLC

Route 982, P O Box 135

Mammoth, PA 15664

In

The Commonwealth of Pennsylvania

In

The territories serviced by

Verizon Pennsylvania, Inc. and Verizon North, Inc.

As described in Section 14 of this Tariff



# NOTICE

Filed In Compliance with PA PUC Docket No. M-00900239  
- See Sheet 2

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Issued: June 30, 2008

Effective: July 1, 2008

Richard Cutrell, President  
Citizens Telecom Solutions, LLC  
Route 982, Box 135  
Mammoth, PA 15664

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**CITIZENS TELECOM  
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**SUPPLEMENT No. 5  
TARIFF TELEPHONE  
PA P.U.C. NO. 1  
Sheet 2**

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**CHANGES MADE BY THIS SUPPLEMENT**

**CHANGE:**

This supplement decreases the Telecommunications Relay Service (TRS) Surcharge for business customers in compliance with PA P.U.C. Docket No. M-00900239.

See Sheet 13-1

# COMPETITIVE LOCAL EXCHANGE CARRIER

CITIZENS TELECOM  
SOLUTIONS, LLC

TARIFF TELEPHONE

PA P.U.C. NO. 1

[Original Sheet No. 1-1](#)

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CITIZENS TELECOM  
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**TARIFF TELEPHONE**

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SOLUTIONS, LLC

SUPPLEMENT NO. 5  
TARIFF TELEPHONE PA P.U.C. NO. 1

4<sup>th</sup> Revised Sheet No. 1-8  
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## CHECK SHEET

Page 1-1 through 15-1 inclusive 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.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
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(C) – Indicates Change

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DEFINITIONS

2. Definitions

Base Rate Area

That portion or portions of an exchange within which specified classes and grades of basic exchange service are furnished at a charge that does not vary with the distance from the Central Office.

Call Management Features

A group of optional features, available with residence and business Exchange Access Line service, that allows a customer to customize telecommunications service to meet their needs and/or preference.

Central Office (CO)

A switching unit providing telecommunications services to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only.

Channel

A channel is the electrical path provided by the Company between two or more points for the transmission of information or intelligence. It should not be confused with the term "pair" and is not necessarily metallic conductors.

Circuit

A Channel used for the transmission of electrical or optical energy in the furnishing of telephone service.

Class of Service

A description of telephone service provided to a customer which denotes such characteristics as nature of use (business or residential) or type of rate (flat rate or message rate). Classes may be further subdivided into grades, denoting individual or multiparty line or denoting quality of service.

Company

Refers to Citizens Telecom Solutions, LLC.

Commission

Refers to the Pennsylvania Public Utility Commission.

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DEFINITIONS

2. Definitions (Cont'd)

Connecting Company

A corporation, association, partnership or individual owning or operating one or more exchanges and with whom traffic is interchanged.

Contract

The service agreement between a subscriber and the Company under which services and facilities are furnished in accordance with the provisions of the contract and/or applicable tariff.

Cost

Wherever the words cost or actual cost are used, they are intended to cover the actual cost of material, labor, and incidentals, plus a charge for administration.

Custom Calling Service

Custom Calling Service consists of optional features, provided in conjunction with local exchange access line service, that enhance basic telecommunications service by increasing the end user's control, efficiency, and management of telephone service. In multi-line or trunk local exchange access line arrangements, all access lines must be equipped with the same Custom Calling Service feature(s).

Customer

A person or entity subscribing to and responsible for payment of telephone service. As used in this Tariff, a separate customer is involved at each location, or continuous property, where service is furnished. One individual or firm therefore may be considered as two or more separate customers, in the same Exchange. The privileges, restrictions, and rates established for a customer to any class of service are limited to the service at one location; no group treatment of service at separate locations furnished to one individual or firm is contemplated or to be implied except when definitely provided for in the specific service descriptions in the tariff.

Customer Provided Equipment (CPE)

Devices, apparatus and their associated wiring provided by a customer for use with facilities furnished by the Company.

DEFINITIONS

2. Definitions (Cont'd)

Demarcation Point

The point of interconnection between Company communication facilities and terminal equipment, protective apparatus, or wiring at a customer's premise. The point of demarcation shall be located on the subscriber's side of the Company's network interface device, protector, or equivalent thereof.

Directory Listing

A primary listing which may include the name, address, and telephone number of the individual or entity subscribing to Local Exchange Service.

Exchange

A geographical area for the administration of telecommunications services established and described by the tariff of a telecommunications company providing basic local telecommunications service.

Exchange Area

The geographic territory delineated as an exchange area by official commission boundary maps. An exchange area usually embraces a city or town and its environs. There is usually a uniform set of charges for telecommunications service within the exchange area. An exchange area may be served by more than one central office and/or one certificated telephone utility. An exchange area may also be referred to as an exchange.

Exchange Access Line

All of the Company's central office (CO) equipment and outside plant facilities that are needed to connect the serving CO up to, and including, the Company provided Network Interface Device (NID) or equivalent at the customer's premises.

Exchange Zone

One of a series of specified areas, beyond the base rate area of an exchange, in which service is furnished at rates in addition to the base rates.

Extended Area Service (EAS)

An arrangement whereby customers in one exchange can call customers in contiguous exchange(s) by paying the flat extended area service rates without incurring long distance charges.

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DEFINITIONS

2. Definitions (Cont'd)

Lifeline and Link-Up America Programs

Assistance programs that provides for a credits against the recurring monthly rate and nonrecurring rate for the provision of local residential service for certain low-income customers.

Local Exchange Service

Telephone service furnished between a subscribers' premises and the Company's central office within the same local service area.

Local Message

A completed call between customer access lines located within the same local calling area.

Local Service Area

That geographical area throughout which a customer obtains telephone service without the payment of a toll charge.

Message Telecommunications Service (MTS)

MTS, also referred to as "toll" and "message toll", is that of furnishing facilities for telecommunication between stations in different local service areas, within a LATA, in accordance with the terms and conditions and system of charges specified. The message charges are in payment for all service furnished between the calling and called stations.

Network Interface Device (NID)

A device wired between the telecommunications protector and the inside wiring to isolate the customer's equipment from the network. This NID will be installed on or near the customer's premises at a location determined by the Company and which is accessible to the customer. The normal location of the NID would be combined with or in close proximity to the protector or equivalent.

Operator Service

Any service using live operator or automated operator functions for handling of telephone service such as local collect, toll calling via collect, third number billing, credit card, and calling card services.

DEFINITIONS

2. Definitions (Cont'd)

Pennsylvania Telecommunications Relay Service

A relay telecommunications service for the deaf, hearing and/or speech disabled population. The service permits telephone communications between deaf, hearing, and/or speech disabled individuals who must use a Text Telephone and individuals with normal hearing and speech.

Premises

All or portions of the building occupied by the same customer. Provided that:

- the portions are not separated from each other by intervening offices, rooms, or suites not occupied by the customer; and
- the portions of a different floors are contiguous and that the portion of the upper floor is directly and above the portion occupied on the lower floor.

All of the buildings occupied by the same customer. Provided that;

- all of the buildings are located on the same plot of ground which is not intersected by a public highway; and
- in the case of a rural site, all buildings are within 500' of the main service location.

Note: A public highway is considered to be a vehicle thoroughfare which is owned by a government entity, or is a toll road.

Private Line

A circuit provided to furnish communication only between the two or more locations directly connected to it, and not having connection with the switched network.

Service Charges

A nonrecurring charge applicable for establishing, changing, moving, and/or restoring telephone service.

Subscriber

See "Customer".

DEFINITIONS

2. Definitions (Cont'd)

Tariff

The Company's schedule containing all rates, tolls, and charges stated separately by type or kind of service and the customer class, and the rules and regulations of the utility stated separately by type or kind of service and the customer class.

Trunk Access Line

An "Exchange Access Line" arrangement providing service for a customer provided PBX, PABX, or Hybrid/Key System.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations

3.1 Application

The rules and regulations specified herein apply to the intrastate services and facilities of Citizens Telecom Solutions, LLC, hereinafter referred to as the Company. Failure on the part of the customers to observe these rules and regulations of the Company, after due notice of such failure, automatically gives the Company the authority to discontinue the furnishing of service.

In the event of a conflict between any rate, rule, regulation or provision contained in these General Rules and Regulations and any rate, rule, regulation or provision contained in the specific tariffs, the rate, rule, regulations or provision contained in the specific tariffs shall prevail.

Any portions of this tariff which are inconsistent with 52 Pa. Code will be deemed inoperative. The Company complies with the requirements of Chapter 64 in Title 52 regarding billing standards and practices for residential customers. In instances where sections of this tariff may conflict with Chapter 64 regulations, the regulations in Chapter 64 will prevail.

This tariff cancels and supersedes any other tariff of the Company issued and effective prior to the effective date of this tariff.

3.2 Explanation of Symbols

- (C) Signifies a change.
- (D) Signifies a decrease in rates.
- (I) Signifies an increase in rates.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Company

3.3.1 Availability of Facilities

The Company's obligation to furnish telephone service is dependent upon its ability to secure suitable facilities and to provide such service without unreasonable expense.

3.3.2 Interruption of Service

When service furnished by the Company is interrupted for a period of at least 24 hours, after notice by the customer to the Company, a credit allowance equal to 1/30 of the tariff monthly rate for effected service(s) is applicable. The credit allowance equal to 1/30th of the monthly rate for effected service(s) shall apply for each 24 hours, or major fraction thereof, during which the interruption continues and after the Company receives notice. Credit allowances are stated in subsection 3.7.5.3, following.

Interruption beyond three 24-hour periods will be credited two thirtieths of the monthly rate for each full 24-hour period. However, in no instance shall the allowance for the out-of-service period exceed the total charges in the billing period for the services and facilities furnished by the company rendered useless or impaired.

3.3.3 Directory Errors and Omissions

The Company endeavors to correctly list customers, their telephone numbers and other information in the local telephone directory. Every precaution is taken to prevent error in, and omissions of, directory listings. The Company's liability for damages arising from errors or omissions in making up or printing of its directories or in accepting listings as presented by its customers or prospective customers shall be limited to the actual impairment of the customer's service. In no event shall it exceed the amount paid for local main line service, during the period covered by the directory in which the error or omission occurs. Liability of the Company is stated in subsection 3.3.7.1.6.

3.3.4 Transmitting Messages

The Company does not undertake to transmit messages, but rather offers the use of its facilities, where available, for communication between parties subject to the conditions specified in the tariff. If, because of transmission difficulties, the operator, in order to accommodate the customer, repeats messages between subscribers, he/she is deemed to be acting as the agent of the persons involved and no liability shall attach to the Company because of any errors made by the operator, or misunderstandings that may arise between customers because of errors.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Company

3.3.5 Defacement of Premises

The Company will make a reasonable effort to leave the customer's property in the same condition as it was found in prior to any Company work. The Company will repair or replace any defacement or damage of property due to installation, existence, or removal of Company property when the damage is the result of negligence of the Company.

3.3.6 Maintenance and Repairs

The Company shall bear the expense of all repair and maintenance of its facilities, except where damage or destruction of its facilities are due to the acts or omissions of the customer. The customer may not rearrange, remove, or disconnect any Company facilities without consent of the Company.

3.3.7 Liability of Company

3.3.7.1 In view of the fact that the customer has exclusive control of his communications over the facilities furnished by the Company, and of the other uses for which facilities may be furnished by the Company, and because of unavoidable errors incident to the services and to the use of such facilities of the Company, the service and facilities furnished by the Company are subject to the following terms, conditions and limitations.

3.3.7.1.1 **LIMITATIONS: NO LIABILITY SHALL ATTACH TO THE COMPANY FOR DAMAGES ARISING FROM ERRORS, MISTAKES, OMISSIONS, INTERRUPTIONS, OR DELAYS OF THE COMPANY, ITS AGENTS, SERVANTS OR EMPLOYEES, IN THE COURSE OF ESTABLISHING, FURNISHING, REARRANGING, MOVING, TERMINATING, OR CHANGING THE SERVICE OR FACILITIES (INCLUDING THE OBTAINING OR FURNISHING OF INFORMATION IN RESPECT THEREOF OR WITH RESPECT TO THE CUSTOMERS OR USERS OF THE SERVICE OR FACILITIES) IN ABSENCE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Company (Cont'd)

3.3.7 Liability of Company (Cont'd)

3.3.7.1 (Cont'd)

3.3.7.1.2 Transmission: The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties, each of whom is present at a telephone. The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.

3.3.7.1.3 Connection with Other Telephone Companies: When lines of other companies are used in establishing connection to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies and their agents, servants, or employees.

3.3.7.1.4 Defacement of Premises: The Company shall not be liable for any defacement of, or damage to, customer's premises resulting from the existence of the Company's instruments, apparatus, or wiring, on such premises, or caused by the installation or removal, when such defacement or damage is not the result of negligence of the Company.

3.3.7.1.5 Maintenance and Repair: All ordinary expense of maintenance and repair in connection with service provided by the Company is borne by the Company unless otherwise specified.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Company (Cont'd)

3.3.7 Liability of Company (Cont'd)

3.3.7.1 (Cont'd)

3.3.7.1.6 Directory Errors or Omissions: The Company's liability arising from errors in or omissions of directory listings shall be limited to and satisfied by a refund not exceeding the amount of the charges for such of the customer's service as is affected during the period covered by the directory in which the error or omission occurs. The Company, in accepting listings as prescribed by applicants or customers, will not assume responsibility for the result of the publication of such listings in its directories, nor will the Company be a party to controversies arising between customers or others as a result of such publication.

3.3.7.1.7 Caller ID: The Company shall not be liable for any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a telephone number which the calling party has requested to be omitted from the telephone directory or the disclosing of such telephone number to any person.

3.3.7.1.8 Hazardous or Inaccessible Locations: In areas the Company considers hazardous or inaccessible to its employees, the customer may be required to furnish, install and maintain the facilities or equipment. Such installations must meet Company specifications and the rules which apply to customer-provided equipment.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.4 Use of Service and Facilities

3.4.1 Provision of Equipment

3.4.1.1 All equipment necessary for the provision of a given service will be furnished and owned by the Company except as provided elsewhere in this Tariff. The customer may be required to provide suitable housing or other protective measures where equipment is to be installed in locations exposed to weather or other hazards. Commercial power will be furnished by the customer at a suitable outlet when and where required.

3.4.2 Customer Provided Equipment and Telephone Wire

3.4.2.1 Customer-provided equipment and/or telephone wire may be connected at the customer's premises to facilities of the Company for use with local exchange service in compliance with FCC regulations.

3.4.2.2 Customers may connect FCC registered equipment, systems and/or telephone wire at the Company furnished standard Network Interface Device (NID).

3.4.2.3 The General Regulations contained in subsection 3 of this Tariff apply when the customer elects to provide his own equipment and/or telephone wire. In any instance where the Tariff of the Company conflicts with a rule, directive, order, or policy of the Federal Communications Commission ("FCC"), the FCC will have precedence.

3.4.2.4 Responsibility of the Customer: Customer-provided systems, equipment, and telephone wire must comply with the requirements of Part 68 of the Rules of the FCC.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.4 Use of Service and Facilities (Cont'd)

3.4.2. Customer Provided Equipment and Telephone Wire (Cont'd)

3.4.2.5 Responsibility of the Company

3.4.2.5.1 No liability shall attach to the Company for changes in the technical criteria or in any of the facilities, operations or procedures initiated by the Company or appropriate regulatory entity which effectively make customer-provided equipment obsolete, or require modification, or alteration of such equipment, or otherwise affect its use or performance. The Company will make a reasonable effort to notify a customer in advance of changes in technical criteria, operations, rules, or procedures which might affect customer-provided equipment or systems.

3.4.2.5.2 The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications systems, equipment, or telephone wire.

3.4.4 Abuse or Fraudulent Use of Service

Local exchange service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may disconnect service which is used in such a manner as listed below. In case of such disconnection, the Company will immediately attempt to provide notice to the customer. Abuse or fraudulent use of service includes the following:

3.4.4.1 The use of service that interferes with another customer's service or that is used for any purpose other than communication.

3.4.4.2 The impersonation of another with fraudulent intent. Abuse or fraudulent use of service includes the use of service or facilities of the Company to transmit a message, or to locate a person, or to give or obtain information, without payment of a message toll charge.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.4 Use of Service and Facilities (Cont'd)

3.4.4 Abuse or Fraudulent Use of Service (Cont'd)

3.4.4.3 Tampering with company equipment for the purpose of obtaining service without payment of charges applicable to the service rendered by the Company or common carriers using the Company's facilities. The Company may refuse to furnish or may deny transmission service to any person, firm or corporation on whose premises is located any telephone equipment owned by the Company which shows any evidence of tampering, manipulation, or operation, or use of any device whatsoever, for the purpose of obtaining telephone service without payment of the charges applicable to the service rendered.

3.4.4.4 The use of profane or obscene language.

3.4.4.5 The impersonation of another individual with fraudulent or malicious intent.

3.4.4.6 The service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law, or if the Company receives evidence that such service is being or will be so used.

3.4.4.7 Any violation of the Company's tariff regulations may, with notice, result in either a suspension of service or termination of service.

3.4.4.8 Customers utilizing multiline terminating equipment such as, but not limited to, private branch exchange, multiline telephone systems, computers, public announcement service, automatic answering and recording equipment, and Internet service must subscribe to a sufficient number of central office access lines or trunks to handle adequately the volume of traffic offered (received or originated) without interfering with any of the services offered by the Company. The number of central office access lines required to handle adequately such traffic will be determined by Company measurements. In the event that an inadequate number of lines or trunks causes interference, the Company shall have the right to discontinue service with prior notification to the customer.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.5 Applicant and Customer Deposit

3.5.1 Establishment of Credit for Residential Applicants

3.5.1.1 The Company may require a residential applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with rules for prompt payment of bills. Credit history shall be applied equally for a reasonable period of time to a spouse or former spouse who shared the service. Credit history maintained by one will be applied equally to the other without modification and without additional qualifications not required of the other.

3.5.1.2 The applicant is defined as a person who has applied for service for the first time or reapplies at a new or existing location after discontinuance of service. Customer is defined as someone who is currently receiving service and is responsible for payment of the telephone bill.

3.5.1.3 A residential applicant shall not be required to pay a deposit:

3.5.1.3.1 if the residential applicant has been a customer of any utility for the same kind of service within the last two years and is not delinquent in payment of any such utility service account, and during the last 12 consecutive months of service did not have more than one occasion in which a bill for such utility service was paid after becoming delinquent and never had service disconnected for nonpayment; applicants are encouraged to obtain a letter of credit history from their previous utility;

3.5.1.3.2 if the residential applicant demonstrates a satisfactory credit rating by appropriate means, including, but not limited to, the production of generally acceptable credit cards, letters of credit reference, the names of credit references which may be quickly and inexpensively contacted, or ownership of substantial equity; or

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.5 Applicant and Customer Deposit (Cont'd)

3.5.1 Establishment of Credit for Residential Applicants (Cont'd)

3.5.1.3 A residential applicant shall not be required to pay a deposit: (Cont'd)

3.5.1.3.3 if the residential applicant furnishes in writing a satisfactory guarantee set forth as follows:

- The guarantee shall be for no more than the amount of deposit the Company would normally seek on the applicant's account. The amount of the guarantee and/or authority to place the unpaid balance on the guarantor's bill, shall be clearly indicated on any documents or letters of guarantee signed by the guarantor.
- The guarantee shall be voided and returned to the guarantor according to the Refund of Deposits and Voiding of Letters of Guarantee.

3.5.1.3.4 unless the customer has more than one occasion during the last 12 consecutive months of service in which a bill for utility service was paid after becoming delinquent or if the customer's service was disconnected for nonpayment

3.5.1.4 The company may require a deposit if the customer has more than one occasion during the last 12 consecutive months of service in which a bill for utility service was paid after becoming delinquent or if the customer's service was disconnected for nonpayment. The amount of deposit is stated in subsection 3.5.4, following.

3.5.2 Guarantee of Residential Customer Account

3.5.2.1 Upon default by a residential customer, the guarantor of that customer's account shall be responsible for the unpaid balance of the account only up to the amount agreed to as stated in the written agreement between the Company and the guarantor. The Company will provide a written notification to the guarantor of the customer's default, the amount owed by the guarantor, and the due date for the amount owed. The Company will allow the guarantor 20 days from the date of notification to pay the amount owed on the defaulted account, or the Company may transfer the amount owed on the defaulted account to the guarantor's own service bill. The transferred amount will be identified separately on the guarantor's bill.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.5 Applicant and Customer Deposit (Cont'd)

3.5.2 Guarantee of Residential Customer Account (Cont'd)

3.5.2.2 The Company may disconnect the service to the guarantor for nonpayment of the guaranteed amount if such disconnection was included in the terms of the written agreement, and after proper notice relating to disconnection for delinquent bills.

3.5.3 Establishment of Credit for Business Applicants

In the case of business, commercial, or industrial service, if the credit of an applicant for service has not been established satisfactorily to the Company, the applicant may be required to make a deposit.

3.5.4 Amount of Deposit and Interest for Residential, Business, Commercial, and Industrial Service

3.5.4.1 The required deposit shall not exceed an amount equivalent to one-sixth of the estimated annual billing. The estimated annual billings shall include, in addition to charges of the local exchange carrier, the carriage charges of interexchange carriers only where the local exchange carrier's tariff provides for billing for the interexchange carrier. In the event the appropriate federal authority prohibits inclusion of interstate charges in the determination of the deposit amount, or prohibits payment of interexchange carriage charges as a condition for local exchange service or as a reason for disconnection of local exchange service, intrastate carriage charges of an interexchange carrier shall not be included in the determination of the deposit amount.

During the first 12 months of service, an additional deposit may be requested prior to the issuance of a bill:

- To require such deposit, the customer's actual usage must be three times estimated usage (or three times average usage of most recent three bills), and the customer's current usage must exceed \$150, and the customer's current usage must exceed 150% of the deposit held;

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.5 Applicant and Customer Deposit (Cont'd)

3.5.4 Amount of Deposit and Interest for Residential, Business, Commercial, and Industrial Service (Cont'd)

3.5.4.1 (Cont'd)

- The request for such additional deposit will be issued in writing and will indicate that the customer may elect to pay the current usage in lieu of the additional deposit;

- The Company may disconnect service if the additional deposit or the current usage payment is not made within ten days of request provided a written disconnect notice has been issued to the customer.

3.5.4.2 If actual billings for a business, commercial, and industrial customer are at least twice the amount of the estimated billings, and a suspension notice has been issued on a bill within the previous 12-months period, a new deposit may be required to be made within 15 days after issuance of written notice of termination and requested additional deposit. If actual billings of a residential customer are at least twice the amount of the estimated billings after two billing periods, and a suspension notice has been issued on a bill within the previous 12-month period, a new deposit may be required to be made within 15 days after issuance of written notice of termination and requested additional deposit. In lieu of additional deposit, the customer may elect to pay the current bill by the due date of the bill, provided the customer has not exercised this option in the previous 12 months.

3.5.4.3 All applicants for permanent residential service who are 65 years of age or older will be considered as having established credit if such applicant does not have an outstanding account balance with the Company or another utility for the same utility service which accrued within the last two years. No cash deposit shall be required of such applicant under these conditions

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.5 Applicant and Customer Deposit (Cont'd)

3.5.4 Amount of Deposit and Interest for Residential, Business, Commercial, and Industrial Service (Cont'd)

3.5.4.4 Customer deposits shall accrue interest at the rate set by the Commission in accordance with 64.41 of 52 Pa. Code. If a refund of deposit is made within 30 days of receipt of deposit, no interest payment is required. If the Company retains the deposit more than 30 day, payment of interest shall be made retroactive to the date of deposit.

- Payment of the interest to the customer shall be annually if requested by the customer, or at the time the deposit is returned, or credited to the customer's account.

- The deposit shall cease to draw interest on the date it is returned or credited to the customer's account.

3.5.5 Deposits for Temporary, Seasonal, or Weekend Service

The Company may require a deposit sufficient to reasonably protect it against the assumed risk for temporary or seasonal service. These deposits shall be returned according to guidelines set out in subsection 3.5.6, following.

3.5.6 Refunding of Deposit and Voiding Letters of Guarantee

3.5.6.1 If service is not connected, or after disconnection of service, the Company shall promptly and automatically void and return to the guarantor all letters of guarantee on the account, or written documentation that the contract has been voided, or refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished.

3.5.6.2 When the customer has paid bills for service for 12 consecutive residential billings or for 24 consecutive business, commercial or industrial billings without having service disconnected for nonpayment of bill and without having more than two occasions in which a bill was delinquent, and when the customer is not delinquent in the payment of the current bills, the Company shall promptly and automatically refund the deposit plus accrued interest to the customer in the form of cash or credit to a customer's bill, or void and return the guarantee, or written documentation that the contract has been voided. If the customer does not meet these refund criteria, the deposit and interest may be retained in accordance with subsection 3.5.1.4

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.5 Applicant and Customer Deposit (Cont'd)

3.5.7 Records

- 3.5.7.1 The Company shall keep records that show the name and address of each depositor, the amount and date of the deposit, and each transaction concerning the deposit.
- 3.5.7.2 The Company shall issue a receipt of deposit to each applicant from whom a deposit is received and shall provide a means whereby a depositor may establish claim if the receipt is lost.
- 3.5.7.3 A record of each unclaimed deposit will be maintained for at least four years, during which time the Company shall make a reasonable effort to return the deposit.

3.6 Refusal of Service

- 3.6.1 The Company may decline to serve an applicant until such applicant has complied with the state and municipal regulation, and approved rules and regulations of the Company on file with the Commission for the following reasons:
  - 3.6.1.1 Applicant's Facilities Inadequate. If the applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given.
  - 3.6.1.2 For Indebtedness. If the applicant is indebted to any utility for the same kind of service as that applied for, including only the carriage charges of interexchange carriers where a local exchange carrier bills those charges pursuant to its tariffs; provided, however, that in the event the indebtedness of the applicant in dispute, the applicant shall be served upon complying with the deposit requirement in subsection 3.5, preceding.
  - 3.6.1.3 Refusal to Make Deposit. For refusal to make a deposit if applicant is required to make a deposit under this tariff.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.6 Refusal of Service (Cont'd)

3.6.2 Applicant's Recourse. In the event that the Company refuses to serve an applicant under these tariff provisions, the Company must inform the applicant of the basis of its refusal and the applicant may file a complaint with the Commission thereon.

3.6.3 Insufficient Grounds for Refusal to Serve. The following shall not constitute sufficient cause for refusal of service to a present customer or applicant:

3.6.3.1 delinquency in payment for service by a previous occupant of the premises to be served;

3.6.3.2 failure to pay for merchandise, or charges for non-utility service purchased from the utility;

3.6.3.3 failure to pay a bill to correct previous underbilling due to misapplication of rates more than six months prior to the date of application;

3.6.3.4 violation of the Company's rules pertaining to operation on nonstandard equipment or unauthorized attachments which interferes with the service of others, or other services such as communication services, unless the customer has first been notified and been afforded reasonable opportunity to comply with said rules;

3.6.3.5 failure to pay a bill of another customer as guarantor thereof, unless the guarantee was made in writing to the Company as a condition precedent to service; and

3.6.3.6 failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill. A customer may request a supervisory review if the Company determines that evasion has occurred and refuses to provide service.

3.6.3.7 when a residential customer has prepaid Service Charges and two months local telephone service in advance, and pays the bill on time. Prepaid local telephone service consists of tone dialing service, access to 9-1-1, access to dual party relay service, ability to report service problems seven days a week, access to the business office, primary directory listing, toll blocking service, optional non-published or non-listed service, applicable taxes and surcharges, and mandatory services such as extended area service, if applicable.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.7 Billing

3.7.1 Due Date

The due date of the bill for Company service shall not be less than 20 days after issuance. A bill for Company service is delinquent if not received at the Company or at the Company's authorized payment agency by the due date. The postmark, if any on the envelope of the bill, or an issuance date on the bill, if there is no postmark on the envelope, shall constitute proof of the date of issuance. If the due date falls on a holiday or weekend, the due date for payment purposes shall be the next work day after the due date.

3.7.2 Deferred Payment Plan

A deferred payment plan is any arrangement or agreement between the Company and a customer in which an outstanding bill will be paid in installments that extend beyond the due date of the next bill. The Company shall offer a deferred payment plan to any residential customer, including a guarantor of any residential customer, who has expressed an inability to pay all of his or her bill, if that customer has not been issued more than two disconnection notices at any time during the preceding 12 months.

3.7.2.1 Every deferred payment plan entered into due to the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays current bills and a reasonable amount of the outstanding bill and agrees to pay the balance in reasonable installments until the bill is paid. A payment of not more than one-third of the total deferred amount may be required as a reasonable amount.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.7 Billing (Cont'd)

3.7.2 Deferred Payment Plan (Cont'd)

3.7.2.2 For the purposes of determining reasonableness, the following shall be considered;

- size of the delinquent account;
- customer's ability to pay;
- customer's payment history;
- time that the debt has been outstanding;
- reasons why debt has been outstanding; and
- any other factors concerning the circumstances of the customer.

3.7.2.3 A deferred payment plan, when reduced to writing, shall state, immediately preceding the space provided for the customer's signature and in boldface print at least two sizes larger than any other used thereon, that:

- If you are not satisfied with this contract, or if agreement was made by telephone and you feel this contract does not reflect your understanding of that agreement, contact the Company immediately and do not sign this contract. If you do not contact the Company, or if you sign this agreement, you give up your right to dispute the amount due under the agreement except for the Company's failure or refusal to comply with the terms of this agreement.

3.7.2.4 A deferred payment plan may include a 1.25% penalty for late payment but shall not include a finance charge.

3.7.2.5 If a customer has not fulfilled the terms of a deferred payment plan, the Company shall have the right to disconnect service. However, the Company may not disconnect service until a disconnect notice has been issued to the customer indicating the customer has not met the terms of the plan. Under such circumstances, the Company may, but shall not be required to, offer subsequent negotiation of a deferred payment plan agreement prior to disconnection.

3.7.2.6 The Company shall not refuse a customer participation in such deferred payment plan on the basis of race, color, creed, sex, or marital status.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.7 Billing (Cont'd)

3.7.2 Deferred Payment Plan (Cont'd)

3.7.2.7 A deferred payment plan may be made by visiting the Company's business office or contacting the Company by telephone. If the customer visits the Company's business office, the Company may ask the customer to sign the deferred payment plan. The Company will provide the customer with a copy of the signed plan. If the agreement is made over the telephone, the Company shall send a copy of the plan to the customer.

3.7.2.8 If the customer's economic or financial circumstances change substantially during the time of the deferred payment plan, the Company may renegotiate the deferred payment plan with the customer, taking into account the changed economic and financial circumstances of the customer.

3.7.2.9 The Company is not required to enter into a deferred payment plan with any customer who is lacking sufficient credit or a satisfactory history of payment for previous service when that customer has had service from the Company for not more than three months.

3.7.3 Payment Arrangements

Payment arrangements are any arrangements or agreements between the Company and a customer in which an outstanding bill will be paid after the due date of the outstanding bill but before the due date of the next bill. If a customer does not fulfill the terms of such payment arrangements, the Company shall have the right to disconnect service. If a disconnect notice was issued prior to the payment arrangements being made, such notice shall suffice as notice to the customer. If payment arrangements are made prior to issuance of a disconnect notice, such notice must be issued before the customer's service may be disconnected.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.7 Billing (Cont'd)

3.7.4 Rendering and Form of Bills

3.7.4.1 Bills for service shall be rendered monthly unless service is rendered for a period of less than one month, and shall provide a listing of all charges due and payable including outstanding amounts in the same customer class the Company has chosen to transfer from a customer's prior delinquent account(s). The Company will provide, at no charge to the customer, a breakdown of local service charges at the time the service is initially installed or modified and upon request. Additionally, a notice shall be included on the customer's bill offering, at no charge to the customer, either an annual or monthly itemized breakdown of all local service charges. The itemized breakdown may be provided as a part of the customer's bill or as a separate mailing. Itemized toll statements shall be included in each bill. Customer billing sent through the United States mail shall be sent in an envelope.

3.7.4.2 Billing information provided to each customer on a monthly basis includes, but not limited to:

- the period for which the bill is rendered;
- each applicable telephone number and/or account number;
- the total amount due for features and services provided;
- the sub-total for basic local telecommunications service. If EMS/EAS service is mandatory, charges for the service shall be included in the sub-total for basic local service. If EMS/EAS service is optional, the incremental charges for EMS/EAS shall be included in the subtotal for optional features;
- the sub-total for all optional features or services included in the bill;
- the customer access line charge(s);
- each fee or charge set by an agency of the federal, state, or local government, including but not limited to, subscriber line charges, charges for 911, and TRS;
- applicable taxes;
- explanations of any abbreviations or symbols used on the customer's bill to identify specific charges; and
- information shall be arranged so as to allow the customer to readily compute the bill with the information provided.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.7 Billing (Cont'd)

3.7.4 Rendering and Form of Bills (Cont'd)

3.7.4.3 In the event a customer's service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for 24 hours or longer and after access to the premises is made available and after being reported to be out of order, appropriate adjustment or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the customer shall be the pro rata part of the month's flat rate charges for the period of days and portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service.

3.7.5 Overbilling and Underbilling

If billings for utility service are found to differ from the lawful rates for the service being purchased by the customer, or if the company fails to bill the customer for such service, a billing adjustment shall be calculated by the Company.

If the customer is due a refund, an adjustment shall be made for the entire period of the overcharge(s). If an overcharge is adjusted within three billing cycles of the bill in error, interest shall not accrue. If an overcharge is not adjusted within three billing cycles of the bill in error, interest shall be applied to the amount of the overcharge at the rate set by the Commission.

If the customer was undercharged, the Company may backbill the customer for the amount which was underbilled. The backbilling is not to exceed six months unless the Company can produce records to identify and justify the additional amount of backbilling. If the underbilling is \$25 or more, the Company shall offer the customer a deferred payment plan option for the same length of time as that of the underbilling.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.8 Discontinuance of Service

3.8.1 Disconnection for Delinquent Bills

A customer's telephone service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 26 days from the date of issuance of a bill and if proper notice has been given. Proper notice consists of a separate mailing or hand delivery at least ten days prior to a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. The termination will include a statement notifying the customer that if they are in need of assistance with payment of their bill, or are ill and unable to pay their bill, they may be eligible for alternative payment programs, such as deferred payment plans, and to contact the Company's business office for more information. If mailed, the cut-off day may not fall on a holiday or weekend, but shall fall on the next working day after the 10th day. The Company shall not issue late notices or disconnect notice to the customer earlier than the first day the bill becomes delinquent.

3.8.2 Disconnection With Notice

Telephone service may be disconnected after proper notice for any of the following reasons:

3.8.2.1 failure to pay a delinquent account for telephone service or failure to comply with the terms of a deferred payment agreement including only the carriage charges of interexchange carriers where the Company provides for billing for those carriers. In the event the appropriate federal authority prohibits disconnection of local exchange telephone service for failure to pay the interstate charges of an interexchange carrier or prohibits payment of interexchange carriage charges as a condition of local exchange telephone service, intrastate carriage charges of an interexchange carrier shall not be a cause for disconnection of local exchange telephone service.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.8 Discontinuance of Service (Cont'd)

3.8.2 Disconnection With Notice (Cont'd)

3.8.2.2 violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation.

3.8.2.3 failure to comply with the deposit or guarantee arrangements.

3.8.3 Disconnection Without Notice

Telephone service may be disconnected without notice where a known dangerous condition exists for as long as the condition exists or where service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment or in instances of tampering with the Company's equipment, bypassing the same, or other instances of diversion. Where reasonable, given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason therefore shall be posted at the place for common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected

3.8.4 Disconnection on Holidays or Weekends

Unless a dangerous condition exists, or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the Company are not available to the public for the purpose of making collections and reconnecting service.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.8 Discontinuance of Service (Cont'd)

3.8.5 Resolution of Disputes

Any customer or applicant for service requesting the opportunity to dispute any action or determination of the Company shall notify the Company either orally or in writing. Such customer shall be given an opportunity for a supervisory review by the Company. If the Company is unable to provide a supervisory review immediately following the customer's request for such review, arrangements for the review shall be made for the earliest possible date. Suspension or termination is prohibited until the resolution of the dispute. If the customer chooses not to participate in such review or to make arrangements for such review to take place within five days after requesting it, the Company may disconnect service, providing notice has been issued under standard disconnect procedures. The results of the supervisory review will be provided in writing to the customer within ten days of the review, if requested. Within ten days of the carrier's written summary on the findings/resolution of the dispute, and informal complaint can be filed with the Commission. Any customer who is dissatisfied with the review by the Company will be informed of their right to file a complaint with the Bureau of Consumer Services, and/or request a hearing before the Commission. The address of the Bureau of Consumer Services is:

Bureau of Consumer Services  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265  
(800) 782-1110

3.8.6 Restoral Charges

Where service has been discontinued for failure to establish or maintain credit as authorized above, a restoral charge found in subsection 5.2.1.3, will apply.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.9 Telephone Directories

- 3.9.1 Telephone directories shall be published annually. Except for customers who request that information be unlisted, directories shall list the names, addresses, and telephone numbers of all customers receiving local phone service, including customers of other certificated telecommunications utilities in the geographic area covered by that directory. Numbers of pay telephones may be listed upon request.
- 3.9.2 Upon issuance, a copy of each directory shall be distributed at no charge for each access line served by the telecommunications utility in the geographic area covered by that directory and, if requested, one extra copy per customer access line shall be provided at no charge. The Telecommunications utility shall also distribute copies of directories pursuant to any agreement reached with another certificated telecommunications utility. A copy of each directory shall be furnished to the Commission.
- 3.9.3 The name of the telecommunications utility, an indication of the area included in the directory, and the month and the year of issue shall appear on the front cover. Information pertaining to emergency calls such as for police and fire departments shall appear conspicuously in the front part of the directory pages.
- 3.9.4 The directory shall contain instructions concerning placing local and long distance calls on the network of the company issuing the directory, calls to repair and directory assistance services, and locations and telephone numbers of local exchange carrier business offices as may be appropriate to the area served by the directory.
- 3.9.5 The Company shall list each customer with directory assistance within 72 hours after service connection (except those numbers not listed at the customer's request) in order that the directory assistance operators can provide the requested telephone numbers based on customer names and addresses.
- 3.9.6 All nonassigned telephone numbers in central offices serving more than 300 customer access lines shall be intercepted unless otherwise approved by the Commission.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.9 Telephone Directories (Cont'd)

- 3.9.7 Disconnected residence telephone numbers shall not be reassigned for 30 days and disconnected business numbers shall not be reassigned, unless requested by the customer, for 30 days or the life of the directory, whichever is longer unless no other numbers are available to provide service to new customers.
- 3.9.8 If a customer's number is incorrectly listed in the directory and if the incorrect number is a working number and if the customer to whom the incorrect number is assigned requests, the number shall be changed at no charge. If the incorrect number is not a working number and is a usable number, the customer's number shall be changed to the listed number at no charge if requested.
- 3.9.9 When additions or changes in plant or changes to any other local exchange carrier operations necessitate changing telephone numbers to a group of customers, at least 30 days written notice shall be given to all customers so affected even though the addition or changes may be coincident with a directory issue.
- 3.9.10 At the customer's option the directory shall list either the customer's street address or post office box number. A charge can be imposed upon those customers who desire both listings.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.10 Telephone Numbers

The Company may change any or all numbers or the central office associated with such number if it is essential to comply with regulatory order or technical necessity. Should it become necessary to make such a change, the Company will provide reasonable notice of the effective date and reason for the change pursuant to Commission rules. Company initiated telephone number change will be made at no charge to the customer. A customer requested telephone number change will be made at the charges stated in subsection 5.3, following.

3.11 Alterations

The customer agrees to notify the Company of any alterations in the customer's premises which will necessitate changes in the Company's facilities, equipment and/or wiring, and agrees to pay the Company's current charges for such changes, if applicable.

3.12 Unusual Installation Costs

When special conditions or special requirements of the customer involve unusual construction or installation costs, the customer may be required to pay such costs pursuant to subsection 7, following.

3.13 Minimum Contract Period

Except as hereinafter provided, the minimum contract period for all services and facilities is one month at the same location. A month is considered to have 30 days.

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 cost.

Service will be installed for a period of less than one month conditional that the customer pay, in addition to monthly rates and charges, and applicable deposit, the cost of removal of special facilities and/or equipment, in advance. Applicable carriage charges will be billed in arrears.

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.14 Termination of Service - Customer's Request

Service may be terminated prior to the expiration of the minimum contract period upon at least five (5) days oral or written notice being given to the Company, and upon payment of any applicable termination charges, in addition to any applicable charges due for service which has been furnished.

In the case of service for which the minimum contract period is one month, termination will require that charges due for the balance of the minimum period be paid as described in subsection 3.13, preceding.

For special equipment, the charges will be based on the individual circumstances in each case as agreed upon at the time of installation.

Contracts for periods longer than one month covering services which installation required line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period. Alternatively, the contract may be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original subscriber upon agreement by the new applicant to assume the responsibilities of the contract.

Service may be terminated after the expiration of the initial contract period, upon the Company being notified, and upon payment of all charges due to the date of termination of the service.

GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.15 Charges for Damages

In situations where impairment or interruption of service is caused by tampering with Company wiring or equipment, the customer instigating such tampering or the person causing the damage will be billed the full cost of labor and materials required to reestablish normal service.

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LOCAL EXCHANGE SERVICE

4. Local Exchange Service

4.1 Description

4.1.1. Local Exchange Access Line Service

Local Exchange Access Line Service provides for unlimited calling within the boundaries of the Company's exchanges, and for switched connection to the long distance network, operator services, directory assistance, etc. Additional charges are applicable to certain calls such as long distance, operator-assisted calls, directory assistance, etc. This service is subject to all terms and conditions as outlined in this tariff. Local Exchange Access Line Service rates are listed in subsections 4.3, 4.4, and 4.5, following.

4.2 Terms and Conditions

4.2.1 Business Service - A telecommunications service provided a customer where the use is primarily of a business, professional, institutional or otherwise occupational nature. Business Rates Apply:

4.2.1.1 To any location where activities are of a business, trade, or professional nature;

4.2.1.2 To any location where the listing of service at that location indicates a business, trade, or profession;

4.2.1.3 Where only one network access line is provided at a location which is both a residence and a business;

4.2.1.4 To schools, hospitals, libraries, churches, lodges, and other similar institutions; and

4.2.1.5 To any number where public advertising provides evidence that the number is used for business purposes.

4.2.1.6 Pay Telephone Access Line Service.

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LOCAL EXCHANGE SERVICE

4. Local Exchange Service (Cont'd)

4.2 Terms and Conditions (Cont'd)

4.2.2 Residence Rates Apply:

4.2.2.1. In private residence where business listings are not provided and telephone service is not used for the conduct of business.

4.2.2.2. In the place of residence of a clergyman, physician, or other medical practitioner provided the subscriber does not maintain an office in the residence.

4.2.3 Taxes, Charges and Surcharges

When any city, county or taxing authority imposes a franchise, occupation, business sales, license, excise, privilege, or similar tax of any kind on this Company, the amounts therein so far as practical, shall be charged on a pro-rata basis to all customers so affected receiving exchange service within the boundaries of that taxing entity. This tax charge, in all cases, will be in addition to the regular charges for local service and shall be set out as a separate item on the customer's bill.

Where a tax levied on a percentage of gross receipts, that percentage will be applied to each customer's bill so affected and the amount so computed will be added as a separate item to the customer's bill. Where a tax is levied other than on a percentage of gross receipts, a pro-rata share of the total tax shall be added as a separate item to each customer's bill. All such taxes collected by the Company shall be paid to the city, county, or taxing authority in accordance with the promulgated regulations pertaining to each tax.

The Company is not required to include within its rate schedules all legally imposed federal, state and local government taxes, charges and surcharges. However, these legally-imposed taxes, charges, and surcharges may be billed by the Company to its customers.

LOCAL EXCHANGE SERVICE

4. Local Exchange Service (Cont'd)

4.3 Local Exchange Access Line Service - Rates and Charges

This section applies to basic local exchange telephone service offered by the Company and is governed by the Rules and Regulations as contained in other sections of this Tariff. Unless otherwise specified, the minimum contract is one month. The rates and charges as quoted herein for exchange access line service entitle the customer to local calls, without toll charges, to all local exchange access lines connected to a central office of the exchange.

**4.3.1 Local Exchange Access Line Service Rates**

<u>Local Exchange Access Line Service</u>	<u>Monthly Rates, Each Line</u>	
<b>Individual Residence Line</b>	<b>\$11.95</b>	<b>(D)</b>
<b>Individual Business Line (Single Line)</b>	<b>\$17.95</b>	<b>(D)</b>
<b>Multi-Line (Each Line)</b>	<b>\$16.00</b>	<b>(D)</b>
<b>Key System Line, Two-Way Tone Dial</b>	<b>\$16.00</b>	<b>(D)</b>
<b>Business Trunk (PBX), Two-Way Tone Dial</b>	<b>\$16.00</b>	<b>(D)</b>

4.3.2 Nonrecurring Charges

Subsection 5 nonrecurring Service Charges are applicable to Local Exchange Access Line Service.

(D) Indicates Decrease

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LOCAL EXCHANGE SERVICE

4. Local Exchange Service (Cont'd)

4.4 Pay Telephone Access Line Service

4.4.1 General

Pay Telephone Access Line Service is a service offered by a certificated telecommunications utility which provides a two-way, or optionally, a one-way originating-only business access line composed of the serving central office line equipment, all outside plant facilities needed to connect the serving central office with the customer premises, and the Network Interface Device (NID). This service is sold to Pay Telephone Service (PTS) providers.

4.4.2 Rules and Regulations

4.4.2.1 All PTS providers must be in compliance with Federal Communications Commission (FCC) and State Commission rules, regulations, and registration requirements. Rules and Regulations found in other sections of this tariff are applicable to the provision of Pay Telephone Access Line Service.

4.4.2.2 A maximum of one pay telephone instrument may be connected to one instrument or central office implemented Pay Telephone Access Line Service.

4.4.2.3 The Company shall not be liable for shortages in coins deposited and/or collected from the customer's equipment.

4.4.2.4 The Company is not liable for end-user fraud associated with failure of the customer's equipment to perform correctly.

4.4.2.5 Customers who elect not to subscribe to Selective Class of Call Screening are responsible for all calls billed to the customer's Pay Telephone Access Line Service. The Company shall have no responsibility to adjust any such charges and/or release customer from paying any such charges. Customer will hold the Company harmless from and against any liability or loss resulting from all calls billed to the customer's Pay Telephone Access Line Service.

4.4.2.6 Taxes and/or fees mandated by federal, state, and local government entities are in addition to the Rates and Charges in subsections 4.4.4 and 4.4.5, following. The multiline business Subscriber Line Charge is applicable to Pay Telephone Access Line Service.

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LOCAL EXCHANGE SERVICE

4. Local Exchange Service (Cont'd)

4.4 Pay Telephone Access Line Service (Cont'd)

4.4.3 Feature Description

4.4.3.1 Central Office Coin Line Signaling (Coin Supervision) provides for;

- Coin Monitoring-indication to an operator service provider of the number and denomination of coins deposited based on information provided by the payphone instrument;
- Coin Collection and Return-indication for the payphone equipment to collect coin(s) from, or return coin(s) to, the calling party, where applicable and offered by the Company; and
- Answer Supervision-indication to the payphone that the calling line has answered the call, where applicable and is technically feasible.

4.4.3.2 Selective Class of Call Screening treatment enables the customer to restrict outgoing operator-handled calls placed over the Company's network, from the service point to only those calls which are charged to a called telephone, a third number, or a calling card. Selective Class of Call Screening will be provided where such facilities are available at the customer's option.

4.4.3.3 Validation may be performed through Originating-Line Screening (OLS). OLS enables operator service providers to determine whether there are billing restrictions on the exchange access line from which a call originates. OLS service delivers codes on operator assisted calls to identify calls originating from payphones, inmate locations, hotel/motels, etc. **Rates for this service are found in the appropriate Access Services Tariff, when facilities and service are available. The customer has the option to request Selective Class of Call Screening and/or OLS.**

4.4.3.4 Central Office-Implemented Pay Telephone Access Line Service features including coin monitoring, coin collect and return (where applicable), and/or answer supervision are provided by the Company where such facilities are available. It shall be the responsibility of the payphone provider to assure technical and operational compatibility of their equipment with the features offered by the Company.

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LOCAL EXCHANGE SERVICE

4. Local Exchange Service (Cont'd)

4.4 Pay Telephone Access Line Service (Cont'd)

**4.4.4 Pay Telephone Access Line Service - Rates and Charges**

<u>Pay Telephone Access Line Service</u>	<u>Monthly Rate, Each Line</u>
<b>Instrument Implemented</b>	<b>Subsection 4.3.1</b>
Exchange Access Line	Business Rate
<b>Central Office Implemented</b>	<b>Subsection 4.3.1</b>
Exchange Access Line	Business Rate
<b>Coin Supervision, per line</b>	<b>\$2.21</b>
<b>Selective Class of Call Screening, per line</b>	<b>\$2.00</b>

4.4.5 Nonrecurring Charges

Subsection 5 nonrecurring Service Charges (Business) are applicable to Pay Telephone Access Line Service.

LOCAL EXCHANGE SERVICE

4. Local Exchange Service (Cont'd)

4.5 Link-Up America Program

4.5.1 Description. 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 Service may also qualify for Lifeline Service.**

4.5.2 Regulations. Link-Up America is available to residence customers who meet the following eligibility criteria:

4.5.2.1 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 the requirement set out in 4.5.2.1.

4.5.2.2 An applicant for Link-Up America Service must be a current participant in one of the following Pennsylvania programs, or be able to provide proof of income that is at or below 135% of the annual United States Census Bureau Poverty Level Guidelines for All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of Lifeline Service participants may be conducted annually by the Company.

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Pennsylvania Department of Public Welfare Link-Up America 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)

Additional Eligible Programs (Federal):

- \* Federal Public Housing
- \* National School Free Lunch Program

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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.

LOCAL EXCHANGE SERVICE

4. Local Exchange Service (Cont'd)

4.5 Link-Up America Program (Cont'd)

4.5.2 Application (Cont'd)

4.5.2.3 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.

4.5.2.4 Link-Up America applicants are not exempt from the Company's deposit requirements.

4.5.2.5 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.

4.5.2.6 The Link-Up America discount does not apply to applicants who are full-time students living in university or college controlled housing.

LOCAL EXCHANGE SERVICE

4. Local Exchange Service (Cont'd)

4.5 Link-Up America Program (Cont'd)

- 4.5.3 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 the Company's tariffs. 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 the Company's tariffs.

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LOCAL EXCHANGE SERVICE

4. Local Exchange Service (Cont'd)

4.6 Lifeline Program

4.6.1 Description. 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.**

4.6.2 Regulations. 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.

4.6.2.1 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:

- 4.6.2.1.1 One-Party Residence Unlimited Service and Local Measured Service, if available.
- 4.6.2.1.2 Directory Listing (standard only)
- 4.6.2.1.3 Non-Published or Non-Listed Telephone Number Service.
- 4.6.2.1.4 Access to Directory Assistance Service.
- 4.6.2.1.5 Touch-Tone Calling Service.
- 4.6.2.1.6 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.
- 4.6.2.1.7 Access to Operator Services.
- 4.6.2.1.8 Voluntary Toll Restriction Option.
- 4.6.2.1.9 Link-Up America (if eligible)
- 4.6.2.1.10 Access to 800/888 Services.
- 4.6.2.1.11 Access to Call Trace.
- 4.6.2.1.12 Access to Alerting and Reporting Systems (9-1-1 dialing).
- 4.6.2.1.13 Access to the Pennsylvania Telecommunications Relay Service.
- 4.6.2.1.14 Caller ID Per Call Blocking and Per Line Blocking.
- 4.6.2.1.15 One (1) optional vertical service. **When a Lifeline customer subscribes to the Company's or a private vendor's voice mail service as the optional vertical service, a second vertical service may be added if necessary to make the voice mail service function.**

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LOCAL EXCHANGE SERVICE

4. Local Exchange Service (Cont'd)

4.6 Lifeline Program (Cont'd)

4.6.2 Regulations (Cont'd)

- 4.6.2.2 An applicant for Lifeline Service must be a current participant in one of the following Pennsylvania programs, or be able to provide proof of income that is at or below 135% of the annual United States Census Bureau Poverty Level Guidelines for All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of Lifeline Service participants may be conducted annually by the Company.

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Pennsylvania Department of Public Welfare Link-Up America 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)

Additional Eligible Programs (Federal):

- \* Federal Public Housing
- \* National School Free Lunch Program

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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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LOCAL EXCHANGE SERVICE

4. Local Exchange Service (Cont'd)

4.6 LifelineProgram (Cont'd)

4.6.2 Regulations (Cont'd)

- 4.6.2.3 Lifeline Service will be provided to a customer only so long as such customer continues to meet the participation and certification guidelines in Section 4.6.2.2 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 Section 4.6.2.2 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.
- 4.6.2.4 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.
- 4.6.2.5 Only services listed in Section 4.6.2.1 above will be provided to Lifeline customers. All other premium services offered by the Company will not be available.

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LOCAL EXCHANGE SERVICE

4. Local Exchange Service (Cont'd)

4.6 LifelineProgram (Cont'd)

4.6.2 Regulations (Cont'd)

- 4.6.2.6 Lifeline Service customers are required to apply for the Link Up American benefit when applicable.
- 4.6.2.7 Customer-reequested temporary suspension of Lifeline Service is not permitted.
- 4.6.2.8 Lifeline Service does not apply to applicants who are full time students living in university or college controlled housing.
- 4.6.2.9 The applicant must not be a dependent for Federal Income Tax purposes, unless he or she is 60 years of age or older.
- 4.6.2.10 Lifeline customers are subject to all Residence service regulations in this and other tariffs of the Company.
- 4.6.2.11 Residence Lifeline Service cannot be resold by the Lifeline customer of the Lifeline customer's agent.
- 4.6.2.12 Resal of Lifeline Services are subject to wholesale rate obligations under Section 251 (c)(4) of the Telecommunications Act of 1996.
- 4.6.2.13 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.
- 4.6.2.14 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.
- 4.6.2.15 Toll-Blocking and Toll-Control services will be provided at no charge to Lifeline Service subscribers, to the extent that they are offered.

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LOCAL EXCHANGE SERVICE

4. Local Exchange Service (Cont'd)

4.6 LifelineProgram (Cont'd)

4.6.3 Rates

4.6.3.1 Applicable Residence Dial Ton monthly rate minus \$1.75.

4.6.3.2 Lifeline Service Customers will pay the applicable Subscriber Line Charge monthly rate minus \$3.50 (1) (2).

4.6.3.3 Lifeline Service is subject to all applicable state, local and federal taxes, and Surcharges, and to all applicable tariff rates, charges, surcharges and regulations.

**NOTES:**

- (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.
- (2) \$4.35 for Interstate Pricecap Companies per FCC CALLS order (FCC 00-193, May 31, 2000)

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SERVICE CHARGES

5. Service Charges

5.1 General

5.1.1 Service Charges are nonrecurring charges shown in this section and apply to all classes of service when the following activities are performed:

- 5.1.1.1 Service Connections - New installations or subsequent additions of telephone service. A move of an existing service to a different premise.
- 5.1.1.2 Inside Moves - Transfer of telephone service from one location to another location within the same building or that portion of the same building occupied by the same customer, where there is no interruption of the service other than the work involved to complete the move.
- 5.1.1.3 Changes - Rearrangement of equipment and/or wiring which does not involve changes in location of the equipment or wiring. Also includes directory listing changes and other modifications or rearrangements that do not involve equipment or wiring.
- 5.1.1.4 Restorable - Applicable for work associated with reconnecting service which has been temporarily disconnected for nonpayment.
- 5.1.1.5 Service Call - Applicable when a trouble report results in a service call and the trouble is found to be in the customer's wiring or equipment.

5.1.2 Service Charges apply in addition to all other rates and charges.

5.1.3 The charges specified herein do not consider work being performed by Company employees at a time when overtime wages apply. If the customer requests that overtime labor be performed, a charge in addition to the specified charges will be made equal to the additional cost involved.

5.1.4 Payment of Service Charges

- 5.1.4.1 Payment of Service Charges for the establishment of service may be required prior to the establishment of service.
- 5.1.4.2 Upon request, residence Service Charges may be billed in equal amounts over a period not exceeding three (3) months. Only one such payment arrangement is available during a twelve (12) month period.

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SERVICE CHARGES

5. Service Charges (Cont'd)

5.2 Application of Service Connection Charges

5.2.1 Service Order Charge

- 5.2.1.1 The Service Order Charge is applicable for work done in receiving, recording, and processing information necessary to execute each customer request for connections of service, and to each order for a move, change, addition to existing service, or records change.
- 5.2.1.2 A service order will usually be issued for all work or service ordered to be performed or provided at the same time on the same account and for the same premises. Service Order Charges apply separately where business and residence service are located on the same premises.
- 5.2.1.3 A Service Order Charge is applicable to each reconnection of service that is temporarily disconnected for nonpayment.

5.2.2 Line Connection Charge

- 5.2.2.1 The charge for work associated with provision of service from the central office including, but not limited to, central office connection, cable cross connections and/or outside plant connections up to and including the protector and/or the point of demarcation.
- 5.2.2.2 This charge does not apply when service is assumed by a customer prior to discontinuance by another customer and there is no change of telephone number.
- 5.2.2.3 This charge applies to each change in telephone number made at the request of the customer.
- 5.2.2.4 This charge applies for each move of the service drop and/or the associated station protection device.

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SERVICE CHARGES

5. Service Charges (Cont'd)

5.2 Application of Service Connection Charges (Cont'd)

5.2.3 Premise Visit Charge

A Premise Visit Charge is applicable if a Company employee must visit the customer's premises to complete customer-requested work. This charge is not applicable when a Company employee is on the customer's premises for any other business purpose.

5.2.4 Service Call

A Service Call charge is applicable when a trouble report results in a service call and the trouble is found to be in the customer's wiring or equipment.

5.2.5 Service Charges are not applicable in the following situations:

- Billing address changes;
- Changes to published from nonpublished service;
- Installations, moves or changes made on the initiative of the Company, (e.g., changes made for maintenance reasons, changes in type of central office operation, etc.);
- Removal of service;
- Service established at an interim location nor to the subsequent re-establishment of service at the same or another location, due to the destruction of the customer's premises by a natural disaster, flood or other acts of God;
- Calling Card requests; or
- Legal name changes.

5.3 Rates and Charges

	<u>Nonrecurring Charge</u>	
	<u>Business</u>	<u>Residence</u>
5.3.1 Service Ordering Charge	\$15.00	\$10.00
5.3.2 Line Connection Charge	\$10.00	\$8.00
5.3.3 Premise Visit Charge	\$15.00	\$15.00
5.3.4 Service Call	\$25.00	\$25.00

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SERVICE CHARGES

5. Service Charges (Cont'd)

5.4 "900" Information Service Blocking

5.4.1 General. Where central office facilities permit, "900" Information Service Blocking provides customers the capability to block origination of direct dialed calls to a "900" Information Service number (900-NXX-XXXX).

5.4.2 Regulations.

5.4.2.1 Blocking is available on individual lines for residence and business customers.

5.4.2.2 When the blocking is activated, direct dialed calls to all "900" Service numbers are blocked.

5.4.2.3 Initial blocking is provided at no charge upon customer request. Subsequent requests for "900" Information Services Blocking will be provided at the rates listed below.

5.4.2.4 Blocking can be provided on a Foreign Exchange access line.

5.4.2.5 Blocking service may not be available with certain multi-line business arrangements.

5.4.2.6 There is no charge to remove "900" Information Service Blocking.

5.4.3 Rates. "900" Information Service Blocking Rates are as follows:

	<u>Service Charges</u>
<u>Residence (per line)</u>	
Initial Request	No Charge
Subsequent Request	\$30.00
<u>Business (per line)</u>	
Initial Request	No Charge
Subsequent Request	\$12.00
Per Line Equipped	\$18.00

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OPTIONAL SERVICES AND FEATURES

6. Optional Services and Features

6.1 Custom Calling Service

6.1.1 General

Custom Calling Service consists of optional features, provided in conjunction with local exchange access line service, that enhance basic telecommunications service by increasing the end user's control, efficiency, and management of telephone service.

Custom Calling Service features are furnished only in connection with individual line service and subject to availability of facilities and central office capability, and subject to the limitations of such equipment. Other facilities, miscellaneous and supplemental equipment, requested by customers and not detrimental to this service or other services of the Company, will be furnished in accordance with regulations and at the rates specified in the applicable section of this tariff.

Call Waiting is not offered with rotary hunting lines. Call Forwarding can be provided on rotary hunting lines and the manner in which it functions will be reviewed with each customer. Flat-rate services equipped for Call Forwarding are assessed regular long distance message charges for each call transferred on a long distance basis. Features with Call Forwarding capabilities cannot be used on a continual basis to extend the local calling scope beyond that available to a customer's premises.

Certain features (Anonymous Call Rejection, Automatic Callback, Calling Number/Name Delivery, Customer Originated Trace, Selective Call Acceptance/Forwarding/Rejection) require the identification of the calling telephone name and/or number. These features will operate only on calls originating and terminating within an equipped serving office, or similarly equipped offices of interconnecting telephone companies. Certain Digital Loop Carrier systems may inhibit the delivery of information. When multiple features are activated on the same line, certain features may take precedence over others..

Any calling party may prevent the delivery of their Calling Party Number/Name (Caller ID) to the called party by dialing an access code (\*67 on their touch tone pad, or 1167 on a rotary telephone) immediately prior to placing a call. The access code activates per-call blocking. Per-call blocking is available at no charge.

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OPTIONAL SERVICES AND FEATURES

6. Optional Services and Features (Cont'd)

6.1 Custom Calling Service (Cont'd)

6.1.1 General (Cont'd)

Per-line blocking is offered at no charge to the customer. Customers who request per-line blocking also have the ability to unblock their line on a per-call basis by dialing an access code (\*82 or 1182 on a rotary telephone) immediately prior to placing the call. The \*82 (or 1182 on a rotary telephone) access code deactivates per-line blocking and delivers the Calling Party Number/Name for that call. Per-line blocking is automatically reactivated when the customer terminates the call.

Any calling party, whether they subscribe to Caller ID or not, has per-call blocking capability, unless the call is placed from Pay Telephone Service. Per-call/Per-line blocking will not be provided in conjunction with Pay Telephone Service.

If a calling party activates blocking, the Calling Party Number/Name will not be transmitted to the called party. Instead, Caller ID subscribers will receive an anonymous indicator on their display unit. This anonymous indicator notifies the Caller ID subscriber that the calling party chose to block number/name delivery.

Per-Call and Per-Line Blocking will not block the billing telephone number from being transmitted for calls to Emergency 9-1-1, nor will it prevent the number from being transmitted on 700, 800, 877, 888, or 900 calls.

In cases of emergency, an operator may assist the caller to override conditions imposed by Caller ID service on a telephone line.

Caller ID will be provided in connection with individual and multiline residence and business lines. Although this service is available on line-side PBX trunk connections, it is not available on trunk-side PBX connections, such as DID.

The Company shall not be liable for any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a telephone number which the calling party has requested to be omitted from the telephone directory or the disclosing of such telephone number to any person.

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OPTIONAL SERVICES AND FEATURES

6. Optional Services and Features (Cont'd)

6.1 Custom Calling Service (Cont'd)

6.1.1 General (Cont'd)

The Company shall not be liable for any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing or misleading for any reason.

The Company shall not be liable for any and all claims for damages caused by a telecommunications utility's failure to transmit the privacy indicator to the called party when such indicator has been passed on to the telecommunications utility by the Company.

A person may not use Caller ID service to compile and sell specific local call information without the affirmative consent or approval of the originating telephone customer. This restriction does not prohibit the Calling Number/Name customer from:

- Verifying network performance or testing the provision of caller identification service;
- Compiling, using, and disclosing aggregate Calling Number/Name information; or
- Complying with applicable law or legal process.

6.1.2 State and Local Government Undercover Operations Special Service Arrangement

6.1.2.1 The parameters of the special service arrangement are as follows: State and Local government entities authorized to conduct undercover or surreptitious civil or criminal investigations, where the existence or conduct of an investigation or the identity of the investigator may be disclosed or compromised by Calling Number/Name Delivery service, may be eligible to receive at no charge, for a period not to exceed ninety (90) calendar days, Key System Trunk local exchange service access lines which allow for multiline hunting (as offered in this local exchange tariff) and Touch Tone Dialing; both services to be used only in connection with a service arrangement that will mask the identity of the calling number. In addition, any nonrecurring charges and the FCC Subscriber Line charge associated with these access lines will be waived. All monthly and nonrecurring charges will begin to accrue for each access line on the 91st calendar in-service day.

OPTIONAL SERVICES AND FEATURES

6. Optional Services and Features (Cont'd)

6.1 Custom Calling Service (Cont'd)

6.1.2 State and Local Government Undercover Operations Special Service Arrangement (Cont'd)

6.1.2.2 The services provided under the special service arrangement will be offered only in exchanges where Caller ID service, as furnished by the Company, is available.

6.1.2.3 The total number of in-service local exchange access lines and Touch Tone dialing services provided for under the special arrangement for use by all State and/or Local government entities in the conduct of undercover or surreptitious civil or criminal investigations cannot exceed ten (10) at any given time.

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OPTIONAL SERVICES AND FEATURES

6. Optional Services and Features (Cont'd)

6.1 Custom Calling Service (Cont'd)

6.1.3 Feature Description

- 6.1.3.1 Anonymous Call Rejection - Allows customers to automatically reject calls from callers who have activated the privacy feature (blocked their number) that prevents the delivery of their number and/or name to the called party. Rejected calls are routed to a denial announcement which states that the called party is not accepting calls from anonymous numbers.
- 6.1.3.2 Automatic Callback - Enables the customer to have the system redial the last number called from the line. The feature can be utilized when the initial call was answered, unanswered, or a busy line was encountered.
- 6.1.3.3 Automatic Recall - Enables the customer to have a call setup performed automatically to the calling party of the last incoming call. This applies whether the last incoming call was answered, unanswered, or encountered a busy tone. Automatic Recall will not function if the calling party had previously blocked delivery of their telephone number. In this case, the call will be routed to a "busy signal". Call Waiting will update the Incoming Memory Block of a subscriber with the latest incoming call. This will allow the subscriber (Call Waiting subscribers) to recall the call waited caller.
- 6.1.3.4 Call Forwarding - Permits a customer to transfer all incoming calls to another telephone number within the exchange or on the Long Distance Telecommunications Network, where facilities permit. The Call Forwarding customer is responsible for the payment of charges for each call between the Call Forwarding equipped telephone and the telephone to which the call is being forwarded. The transmission may vary depending on the distance and routing necessary, therefore, transmission may not meet normal standards.
- 6.1.3.5 Calling Name Delivery - Enables the customer to receive the caller's name on incoming calls in the interval between the first and second ring. The caller's name remains for the duration of the call and can be viewed from a display on the customer's terminal. If the caller's name is unavailable, the customer may see a "?" or "Unknown" for out of area, or "Private" (indicating a blocked call), etc., on the customer's visible display equipment.

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OPTIONAL SERVICES AND FEATURES

6. Optional Services and Features (Cont'd)

6.1 Custom Calling Service (Cont'd)

6.1.3 Feature Description (Cont'd)

- 6.1.3.6 Calling Number Delivery - Enables the customer to receive the calling number on incoming calls in the interval between the first and second ring. The calling number remains for the duration of the call and can be viewed from a display on the customer's terminal. If the calling directory number is unavailable, the customer may see a "?" or "Unknown" for out of area, or "Private" (indicating a blocked call), etc., on the customer's visible display equipment.
- 6.1.3.7 Cancel Call Waiting - This feature provides the customer the ability to disable the Call Waiting feature for the duration of one call. The feature is activated by dialing a special code prior to placing a call, or during an established call. The feature is automatically deactivated when the customer disconnects from the call. When Cancel Call Waiting is activated, anyone calling the number will receive the normal busy treatment.
- 6.1.3.8 Call Waiting - When a customer is talking on the telephone, a short spurt of tone signals that a call is waiting. The tone is received by the Call Waiting customer only, while the incoming caller hears a regular ringing signal. Flashing the switch hook "holds" the first call while the second call is answered. The customer can alternate between calls by flashing the switch hook.
- 6.1.3.9 Customer Originated Trace - Permits the customer to immediately activate the trace feature, by dialing a special code, for the last incoming call received. If the call originated from a station served by a PBX or multi-line hunt group, only the main number will be identified by the trace. Upon the customer's request the trace information will be provided to law enforcement agencies by the Company, but will not be released directly to the customer. To initiate the call trace, the customer must contact the Company at the number provided in the voice announcement within ten (10) days of the incident. Customer Originated Trace performs the function of recording call information, but does not identify the person(s) actually placing the call(s), and does not provide an audio recording. By accepting this service, the customer agrees that the Company shall not be liable for damages due to an inability to trace the call(s). Customer Originated Trace is the only nuisance call tracing service available to residential and business customers. The Customer Originated Trace charge is billed for each successful trace.

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OPTIONAL SERVICES AND FEATURES

6. Optional Services and Features (Cont'd)

6.1 Custom Calling Service (Cont'd)

6.1.3 Feature Description (Cont'd)

6.1.3.10 Distinctive Ringing/Call Waiting - Allows customers to define a list of up to six (6) telephone numbers for special incoming signaling treatment. Any incoming calls from telephone numbers on the list will be identified by a distinctive ringing pattern or a distinctive call waiting tone (Call Waiting customers) to differentiate the call from a standard incoming call.

6.1.3.11 Per-Call Blocking. Per Call Blocking allows the calling party to block passage of his telephone number and name on a specific outgoing call. This can be done by dialing “\*67” (“1167” on rotary phones) prior to placing the call. When a customer blocks passage of his telephone number and name, the number and name will not show on the Caller ID or Caller ID Deluxe subscriber’s display unit.

Per Call Blocking is automatically provided at no charge and on an unlimited basis to all customers in the Telephone Company’s service territory. Per Call Blocking will not prevent the display of originating telephone numbers and names to 911 emergency service providers.

6.1.3.12 Per-Line Blocking. Per Line Blocking allows a subscriber to block passage of his telephone number and name on all outgoing calls. This feature may be deactivated at any time by customers on a call-by-call basis through the activation of a special code; to unblock, the customer must dial “\*82” (“1182” on rotary phones). The customer’s telephone number and name will be displayed for that call only.

Line Blocking is a special feature which must be ordered by customers. The Telephone Company will initially install Per Line Blocking at no charge to new and existing customers. Requests to remove Per Line Blocking on customer lines will be completed at no charge. Subsequent requests to re-install Per Line Blocking for the same customer at the same address will be completed at the prevailing non-recurring service order rate. Reconnection charges would not apply to victims of domestic violence, the staff of domestic violence program agencies (when related to domestic violence counseling), and emergency services personnel (while performing their duties).

Per Line Blocking will not prevent the display of telephone numbers and names to 911 emergency service providers. Per Line Blocking is not available on pay telephones.

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OPTIONAL SERVICES AND FEATURES

6. Optional Services and Features (Cont'd)

6.1 Custom Calling Service (Cont'd)

6.1.3 Feature Description (Cont'd)

- 6.1.3.13 Selective Call Acceptance - Allows customers to define a list of up to six (6) telephone numbers from which calls are to be received. All other calls are intercepted and routed to a recorded announcement that informs the caller that the customer is not accepting calls. Calls from numbers outside the specified exchange(s) will ring normally.
- 6.1.3.14 Selective Call Forwarding - Allows customers to define a list of up to six (6) caller's telephone numbers and one (1) call forward telephone number to which incoming calls are to be forwarded. During the period when the feature is activated, only calls from telephone numbers included on the screening list will be forwarded to the call forwarding number. All other calls will be directed to the number dialed. The Call Forwarding customer is responsible for the payment of any long distance charges for calls between the Call Forwarding equipped telephone and the telephone to which the call is being forwarded. The transmission may vary depending on the distance and routing necessary, therefore, transmission may not meet normal standards.
- 6.1.3.15 Selective Call Rejection - Allows a customer to reject incoming calls from callers that are included in a list of up to six (6) telephone numbers. The customer can also block subsequent calls placed from the most recent calling telephone number, albeit the number may be unknown to the customer. Rejected calls are routed to a recorded announcement that informs the caller that the customer is not accepting calls.
- 6.1.3.16 Speed Calling, 8 & 30 Code - Enables a customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. Speed Calling has a capacity for 8 codes (8 telephone numbers), or for 30 codes (30 telephone numbers).

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OPTIONAL SERVICES AND FEATURES

6. Optional Services and Features (Cont'd)

6.1 Custom Calling Service (Cont'd)

6.1.3 Feature Description (Cont'd)

6.1.3.17 Teen Service - Enables residential customers to establish a second "Teen Service" telephone directory number on the primary local access line. The second directory number receives a distinctive ring or call waiting tone (Call Waiting customers) on incoming calls. The second "Teen" directory number is entitled to a regular listing in the alphabetical section of the telephone directory. Teen Service is available for use with individual residence and business service. However, if Teen Service is ordered for business use with an existing residence access line, then the business exchange access line rate will apply. The service will not be provided in connection with pay telephone service.

Teen Service is available in all Company exchanges. Provision of this service is dependent upon the customer's equipment having the capability to provide distinctive ringing. The customer accepts full responsibility for any equipment modifications that may be necessary in order to obtain this service.

6.1.3.18 Three-Way Calling - Enables a customer to add a third party to an existing call and establish a three-way conversation without operator assistance. The transmission quality may vary depending on the distance and routing, therefore, transmission may not meet normal standards.

6.1.3.19 Warm Line - Allows the customer to automatically place a call (after a 15 second pause) to a preselected seven or ten digit telephone number after the customer's telephone handset is removed from the telephone instrument. Outgoing or incoming calls are not affected by this feature provided that outgoing calls are initiated prior to automatic activation of the Warm Line feature. The preselected telephone number must be programmed by the Company and the number cannot be a public emergency number such as fire, police, ambulance, or Emergency 9-1-1.

OPTIONAL SERVICES AND FEATURES

6. Optional Services and Features (Cont'd)

6.1 Custom Calling Service (Cont'd)

6.1.4 Rates and Charges

<u>Feature</u>	<u>Residence &amp; Business Monthly Rate</u>	<u>Installation/Change Charge (1)</u>
Anonymous Call Rejection	\$1.00 (2)	\$5.00
Automatic Callback	\$2.00 (2)	\$5.00
Automatic Recall	\$2.00 (2)	\$5.00
Call Forwarding	\$1.75 (3)	\$2.50
Calling Name Delivery	\$4.00 (2)	\$5.00
Calling Number Delivery	\$4.00 (2)	\$5.00
Calling Name & Number Delivery	\$5.00 (2)	\$5.00
Cancel Call Waiting	\$2.00 (2)	\$5.00
Call Waiting	\$2.00 (3)	\$2.50
Distinctive Ringing/Call Waiting	\$2.00 (2)	\$5.00
Per-Call or Per-Line Blocking	No Charge	
Selective Call Acceptance	\$2.00 (2)	\$5.00
Selective Call Forwarding	\$2.00 (2)	\$5.00
Selective Call Rejection	\$2.00 (2)	\$5.00
Speed Calling		
8-Code	\$1.75 (3)	\$2.50
30-Code	\$3.00 (3)	\$2.50
Teen Service	\$3.00 (4)	\$5.00
Three-Way Calling	\$1.50 (3)	\$2.50
Warm Line	\$2.00 (2)	\$5.00
	<u>Per Successful Trace</u>	
<u>Usage Sensitive Feature</u>	<u>Residence or Business</u>	
Customer Originated Trace(5)(6)	\$8.00	

**NOTE: See following sheet for notes (1)-(6).**

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OPTIONAL SERVICES AND FEATURES

6. Optional Services and Features (Cont'd)

6.1 Custom Calling Service (Cont'd)

**6.1.4 Rates and Charges (Cont'd)**

- (1) The maximum installation or change charge for any combination of two or more Custom Calling Service features and packaged features, except Teen Service, is \$5.00. The nonrecurring charges for Custom Calling Service features are in addition to the applicable Service Charges in subsection 5.**
- (2) If a customer subscribes to Calling Number Delivery, or Calling Name Delivery, or Calling Number and Name Delivery, this feature will be billed at the regular tariff rate, and any additional feature(s), in this group of features, will be offered at a fifty percent (50%) discount.**
- (3) Package rate for four features including Call Forwarding, Call Waiting, Three-Way Calling, and Speed Call-8 or Speed Calling-30, \$5.00 monthly.**
- (4) When Teen Service is combined with any other Custom Calling Service feature, the monthly rate for Teen Service will be reduced to \$2.50.**
- (5) Customer Originated Trace is billed per successful trace.**
- (6) Upon receipt of proper request from a law enforcement agency, the Company will set up a temporary tracing arrangement at no charge to the subscriber, when, in the judgement of a law enforcement agency, the unwanted call(s) present a serious threat of bodily harm or destruction of property, and the subscriber has not subscribed to Customer Originated Trace or subscription to Customer Originated Trace is not a suitable option.**

SPECIAL CONSTRUCTION

7. Special Construction

7.1 Special Assemblies, Facilities, and Furnishing of Equipment

Rates and charges in connection with special assemblies, special facilities, and special equipment will be based on the costs involved in each individual case.

7.2 Other Construction or Conditions

7.2.1 Special Types of Construction

Where a special type of construction is desired by a customer, such as where underground construction is requested in locations where aerial construction would be regularly used, or where conditions imposed by the customer involve excessive costs, or where underground construction is legally required by ordinance, covenant, tract restriction or otherwise, the customer or customers served by such facilities, or the tract developer, shall be required to pay the difference between the cost of the underground or the special type of construction and the average cost of construction normally used by the Company.

Where existing aerial facilities are requested to be relocated underground in an area where the Company would not, except for such request, relocate its facilities underground, the Company may charge the cost of such relocation to the persons requesting the relocation of such facilities.

Where the service location is so isolated or inaccessible that the cost of construction is unreasonably excessive, a construction charge may be applicable.

Special construction charges will be applicable where, at the request of the customer, the Company constructs a greater quantity of facilities than that which the Company would otherwise construct or normally utilize.

Title to all facilities constructed by the Company on public or private property, and paid in total or in part by the customer, is vested in the Company.

7.2.2 Temporary Construction

Where plant construction is required to provide temporary or seasonal telephone exchange service, extension line, etc., the Company may require the applicant to pay charges based upon the costs, including removal, and less estimated salvage, if any.

SPECIAL CONSTRUCTION

7. Special Construction (Cont'd)

7.2 Other Construction or Conditions (Cont'd)

7.2.3 Line Extension

Lines will be extended to permanent customers at no charge if service will be provided within the base rate area, along existing Company facilities, or as part of a loan project within an exchange. If one of these conditions is not met and the cost of constructing the line extension to such applicant or applicants will not exceed seven times the estimated annual local exchange service revenue, the Company will provide construction at no cost to the applicant. Any cost in excess of this allowance will be billed to the applicant or group of applicants.

Where the Company undertakes construction of facilities to serve a group of applicants in the same geographic area, a plant extension project is established and all applicants in the area are considered as a group. The construction allowances for the individual members of the group are summed to determine the amount of construction which will be provided at no charge. Charges for construction in excess of the total allowance thus determined are divided among the members of the group and will apply to all applications for service received from the group at the time the project is undertaken.

The estimated construction charge must be paid to the Company prior to the commencement of construction. If the actual cost of construction is less than that originally estimated, the excess will be refunded when construction is complete.

The Company reserves the right to establish the type of construction and the limits of a project area, and to determine when a project will be undertaken in cases where all members of the group do not take service initially.

7.3 Installations of Telephone Lines Within Subdivision or Private Property

7.3.1 The following definitions are used in this section of the tariff:

**APPLICANT:** The developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency, or other legal entity recognized by law, applying for the construction of telephone facilities.

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SPECIAL CONSTRUCTION

7. Special Construction (Cont'd)

7.3 Installations of Telephone Lines Within Subdivision or Private Property (Cont'd)

7.3.1 (Cont'd)

**BUILDING:** A single structure roofed and enclosed within exterior walls, built for permanent use, erected, framed of component structural parts and unified in its entirety both physically and in operation for single-family residential occupancy in a subdivision (Definition excludes mobile home).

**COSTS:** Refers to the cost of labor, materials, and expenses, including removal, as stated in subsection 7.5, following

**SUBDIVISION:** A lot, tract, or parcel of land divided into two or more lots, plots, sites or other divisions for use for new residential or commercial building(s), or the land on which is constructed new single or multiple-occupancy building(s), per a recorded plot thereof if such record is required by law.

7.3.2 Rights-of-Way and Easements

7.3.2.1 Within the applicant's subdivision or property, the Company will construct, own, operate, and maintain telephone lines only along public streets, roads, and highways which the Company has the legal right to occupy, and on public lands and private property across which rights-of-way and easements satisfactory to the Company may be obtained without cost or need for condemnation by the Company.

7.3.2.2 Rights-of-way and easements, within the subdivision or property, satisfactory to the Company, must be furnished by the applicant in reasonable time to meet construction and service requirements before the Company shall be required to commence its installation. Such rights-of-way and easements must be cleared of trees, tree stumps and other obstructions and graded to within six inches of final grade, by applicant, at no charge to the Company. Such clearance and grading must be maintained by the applicant during construction by the Company.

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SPECIAL CONSTRUCTION

7. Special Construction (Cont'd)

7.3 Installations of Telephone Lines Within Subdivision or Private Property (Cont'd)

7.3.3 Advance Payments

7.3.4.1 Where, due to the manner in which a property is developed, the Company is required to construct a telephone distribution system through a section or sections of the property where service will not be connected for at least two years, then the Company may require an advance payment equal to the estimated cost of construction from the applicant before construction is commenced. If in the judgment of the Company an advance is required under the above described conditions, the Company has the right to refuse installation of the facilities until the required advance is paid to the Company.

7.3.4.2 If an advance is required under these rules, then the advance, without interest, shall be returned to the applicant on a pro-rata basis as the permanent service connection is made to each building or multiple-occupancy building(s).

7.3.4.3 Any portion of an advance remaining unrefunded, ten years from the date the Company is first ready to render service with the extension, will be retained by the Company and credited to the appropriate construction account.

7.4 Special Conditions

Where a special type of construction is desired by an applicant, or where conditions imposed by the customer involve excessive costs, the customer or customers served by such facilities or the developer shall be required to pay the difference between the cost of the special type of construction and the average cost of construction normally used by the Company.

Where, by ordinance or other legal requirement, existing facilities are required to be relocated, the Company may charge the cost of such relocation to the customers served by such facilities or others requiring the relocation. Any ducts or conduits required to furnish service shall be reserved by the Company for its exclusive use.

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SPECIAL CONSTRUCTION

7. Special Construction (Cont'd)

7.5 Special Assemblies of Equipment or Speculative Projects

Special assemblies of equipment or speculative projects for which provision is not otherwise made in the Tariff may be provided where practicable if not detrimental to any of the services furnished by the Company.

7.5.1 The charge for such facilities may be in the form of an installation charge, a monthly charge, a termination charge, or any combination thereof and will include, when applicable, one or more of the following estimated expense items associated with the special equipment or any combination thereof and will include, when applicable, one or more of the following estimated expense items associated with the special equipment or service provided:

- Maintenance expense;
- Depreciation expense;
- Administration expense;
- Taxes, including federal income tax;
- And other specific items of expense that may be associated with the facility provided;  
and/or
- A reasonable return on investment

7.5.2 The components used to determine the installation cost shall include the following:

- Material & overhead;
- Installation labor & overhead; and/or
- Engineering (when required) & overhead.

DIRECTORY LISTINGS

8. Directory Listings

8.1 Published Listings

A primary listing, which may include the name, address and telephone number of the individual, organization, firm or corporation subscribing to Local Exchange Access Line Service, will be furnished at no charge.

8.1.1 Listings will be limited to such information as is necessary for proper identification.

8.1.2 The length of a listing may be limited by the use of abbreviations where the clarity of the listing and the identification of the customer will not be impaired.

8.1.3 The Company may refuse to insert any listing which in its judgment does not facilitate the use of the directory.

8.1.4 Only one number will be listed in the telephone company directory at no charge for each multi-line hunt or trunk group. Unless otherwise directed by the customer and agreed to by the company, the pilot number in the group will be the number listed.

8.1.5 The life of a listing is the directory period, which is one year. Listings are automatically renewed each directory period in the absence of a change order. Changes in listings may be made only before the beginning of the directory period.

8.2 Non-published Listings

Non-Published service is the omission of a customer's listing from both the telephone directory and directory assistance records. Non-published service is available upon the customer's request and is subject to the applicable rate in 8.6, following.

8.3 Non-list Listings

Non-list service is the omission of a customer's listing from the telephone directory. The customer's listing may be obtained from the directory assistance operator. Non-list service is subject to the applicable rate in 8.6, following.

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**DIRECTORY LISTINGS**

8. Directory Listings (Cont'd)

8.4 Additional Listings

An additional listing is any listing of a name or information in connection with a subscriber's telephone number beyond the primary listing. Each additional listing or each additional line of a multiple line listing, including alternate call listings and line of information as described below, is subject to the applicable rate in 8.6, following.

An alternate call listing refers a calling party to certain other telephone numbers after business hours or on Sundays or holidays, or if there is no answer on the first listed number.

Where the alternate call number is to be that of another customer, the listing will be furnished only with written approval of the other customer.

Line of Information is listed information in addition to a primary or extra listing that is intended to supply additional or special instructions to the calling parties.

8.5 Applicable Regulation

The Company's liability regarding Directory Listings is stated in subsection 3.3.7, preceding.

**8.6 Rates and Charges**

	<u>Monthly Rate</u>	
	<u>Residence</u>	<u>Business</u>
<b>Additional Listing</b>	<b>\$0.50</b>	<b>\$0.75</b>
<b>Extra Lines - per line</b>	<b>\$0.50</b>	<b>\$0.75</b>
<b>Foreign Exchange</b>	<b>\$0.50</b>	<b>\$0.75</b>
<b>Non-list</b>	<b>\$0.50</b>	<b>\$0.75</b>
<b>Non-published</b>	<b>\$0.50</b>	<b>\$0.75</b>

**Service Charge**

**A listings change is subject to the applicable Service Charges found in subsection 5.**

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OPERATOR SERVICES

9. Operator Services

9.1 Operator-Handled Calls

There is an intraLATA service charge for calls classified as Customer Dialed Calling Card Station-to-Station, Operator-Handled Station-to-Station, or Person-to-Person. This charge is in addition to the Initial and Additional Minute Rate for Message Telecommunications Service. The appropriate operator handled charge will also apply when a customer requests Line Status Verification, Call Interruption, and a Time and Charges quote for an intraLATA toll call, regardless of whether the call was placed.

9.1.1 Rates and Charges

Customer Dialed Calling Card Station-to Station	\$1.75
Operator-Handled Station-to-Station	\$1.00
Operator-Handled Person-to-Person	\$3.50
Line Status Verification	\$1.40
Call Interruption	\$2.00
Time and Charges	\$1.00

9.2 Credit Cards

Credit cards will be issued to only those persons living within the Company's serving area. Issuance of a credit card will require the establishment of credit as outlined in this tariff.

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OPERATOR SERVICES

9.3 Directory Assistance Service

9.3.1 Conditions

- The charge listed below will apply to each call to a directory assistance operator requesting information for locations within the Home Numbering Plan Area (NPA).
- The charge will apply regardless of whether or not the operator is able to supply the requested information.
- A maximum of two telephone numbers are provided with each directory assistance call.
- An allowance of two direct dialed Directory Assistance calls per month without charge is permitted for each: residence exchange service line, residence dormitory line, and residence trunk line. Call allowances or calls are not transferable between separate accounts of the same customer.

9.3.2 Exemptions

Charges for Directory Assistance Service are not applicable to calls placed from:

- Hospitals
- Customers who certify through the business office that they are unable to use a directory because of a visual or physical handicap.

9.3.3 Rates

<b>Each Directory Assistance Call</b>	<b>\$1.00</b>
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INTRALATA PRESUBSCRIPTION

10. IntraLATA Presubscription

10.1 Description

10.1 IntraLATA Presubscription

IntraLATA Presubscription is a procedure whereby a customer designates to the Telephone 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 Telephone 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 Telephone 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 intraLATA toll presubscription, unless prior arrangements have been made with the Telephone Company.

At the option of the ITP, the nonrecurring charge for a change in intraLATA toll presubscription, as provided here in, 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 C.1 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 Telephone Company's Business Offices.

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INTRALATA PRESUBSCRIPTION

10. IntraLATA Presubscription (Cont'd)

10.2 Presubscription Charge Application

10.2.1 Existing end users may exercise an initial free presubscription choice, either by contacting the Telephone 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 Telephone Company. End users' choices which constitute exercising the free initial choice are:

10.2.1.1 Designating an ITP as their primary carrier thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101XXXX or other required codes.

10.2.1.2 Choosing no carrier as a primary carrier thus requiring 101XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company.

10.2.1.3 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.

10.2.2 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 Telephone Company Exchange Service. If a customer cannot decide upon an intraLATA toll carrier at the time, the Telephone 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. Initial free selections to new end users are:

10.2.2.1 Designating an ITP as their primary carrier thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101XXXX or other required codes.

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INTRALATA PRESUBSCRIPTION

10. IntraLATA Presubscription (Cont'd)

10.2 Presubscription Charge Application (Cont'd)

- 10.2.2.2 Choose no carrier as a primary carrier thus requiring 101XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company. In addition, new end users that do not select a preferred carrier will be assigned a "No-PIC".

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.

- 10.2.2.3 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 Telephone Company Exchange Service. If a customer cannot decide upon an intraLATA toll carrier at the time, the Telephone 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.

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 101XXXX or other required codes.
- Choose no carrier as a primary carrier thus requiring 101XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company. In addition, new end users that do not select a preferred carrier will be assigned a "No-PIC".

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INTRALATA PRESUBSCRIPTION

10. IntraLATA Presubscription (Cont'd)

10.2 Presubscription Charge Application (Cont'd)

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.

- 10.2.2.4 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 Telephone Company that this activity has taken place.

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

- 10.2.2.5 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 Telephone 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 Telephone Company's corresponding F.C.C. Tariff.

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INTRALATA PRESUBSCRIPTION

10. IntraLATA Presubscription (Cont'd)

10.3 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.

10.4 End User Charge Discrepancy

10.4.1 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:

10.4.1.1 A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.

10.4.1.2 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 application date/time determines customer choice.

10.4.1.3 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 nonrecurring change charges are provided herein. The ITP will also be assessed the intraLATA toll presubscription change charge as specified herein, which was previously billed to the end user.

10.4.2 Neither the ITP or the Telephone 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 anti-slamming practices and procedures.

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INTRALATA PRESUBSCRIPTION

10. IntraLATA Presubscription (Cont'd)

- 10.5 Switchback Option – Business/Residence. PIC switchback is an option under which no investigation activities are performed by the Telephone 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 Telephone 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 Telephone Company, ITPs may subscribe to or cancel PIC Switchback Service on 30 days notice to the Telephone 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 requirement in no way relieves the ITP of the F.C.C. requirements for:

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

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INTRALATA PRESUBSCRIPTION

10. IntraLATA Presubscription (Cont'd)

10.6	<u>Rates and Charges.</u>	<u>Rate</u>
(1)	The charge for a change in intraLATA Toll Presubscription.	\$5.00 per line
(2)	The charge for an unauthorized Business or Residence service change in intraLATA Toll Presubscription	\$35.65 per line
(3)	The charge for a Business / Residence PIC \$5.00 Switchback change in intraLATA Toll Presubscription	per line
(4)	Equal Access Recovery Charge	(Reserved for future use)

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UNIVERSAL EMERGENCY NUMBER SERVICE (9-1-1)

11. Universal Emergency Number Service (9-1-1)

11.1 Glossary of Terms

- 11.1.1 Host Telephone Company: The service provider, which is also the telecommunications public utility that provides 9-1-1 service to the county/municipality, and that houses the Automatic Location Identification (ALI)/MSAG data used for providing 9-1-1 service.
- 11.1.2 Telephone Company: A telecommunications public utility regulated by the Pennsylvania Public Utility Commission and which has or requests access to the county/municipality 9-1-1 system or connection to the serving selective router, including, but not limited to, local exchange carriers and competitive local exchange carriers. This term is synonymous with “service provider”.
- 11.1.3 Content: The data elements of the MSAG including (but not necessarily limited to) the data elements that are entered into the following fields A-I of a standard MSAG record:
- A. Tax area record
  - B. Locality
  - C. Street
  - D. Thoroughfare
  - E. Directional [where required]
  - F. Even (E), odd (O), or all (A) [applied to house numbers]
  - G. Low-high range of house numbers
  - H. PSAP (Public Safety Answering Point)
  - I. LAT/LONG (Latitude/Longitude) [where required]
- 11.1.4 Formatting, Format: Shall include changes to the identity of fields, order of fields, and number and arrangement of data elements in each field, and a telephone company’s rearrangement or regrouping of such data, without changing the MSAG content, for purposes of validating against MSAG records.

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UNIVERSAL EMERGENCY NUMBER SERVICE (9-1-1)

11. Universal Emergency Number Service (9-1-1)

11.2 Regulations

- 11.2.1 The Telephone 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 Telsting Procedures in accordance with the Petition of Bell Atlantic – Pennsylvania, Inc. for a Declaratory Order (MSAG); Docket No. P-00971203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998.
- 11.2.2 The Telephone Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.
- 11.2.3 The Telephone Company's liability and insurance provisions are fully stated in Pa P.U.C. No 1, Section 3, General Rules and Regulations.
- 11.2.4 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.
- 11.2.5 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.
- 11.2.6 The Host Telephone Company will install the county's/municipality's MSAG in 'read/write' format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within ten (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.

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UNIVERSAL EMERGENCY NUMBER SERVICE (9-1-1)

11. Universal Emergency Number Service (9-1-1) (Cont'd)

11.2 Regulations (Cont'd)

- 11.2.7 The Telephone 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.
- 11.2.8 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.
- 11.2.9 The Telephone 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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PROMOTIONAL OFFERINGS

12. **Promotional Offerings**

**The Company, from time to time, may make promotional offerings of the tariffed services, which may include waiving or reducing any nonrecurring or monthly rates for the promoted service. The promotional offering may be limited as to the duration, the dates and times of the offerings, and the locations where the offerings are made. Such promotions shall be filed with the Commission on at least one day's notice prior to the actual offering to Customers.**

PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE

13. Pennsylvania Telecommunications Relay Service

13.1 General

The Pennsylvania Telecommunications Relay Service is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the Commonwealth. The service permits telephone communications between deaf, hearing, and/or speech disabled individuals who must use a Text Telephone and individuals with normal hearing and speech as provided in the AT&T Communications of Pennsylvania, Inc. Tariff PA P.U.C. No. 13.

13.2 Surcharge

In addition to the charges provided in this tariff and other intrastate toll tariffs in which this Company concurs, a surcharge will apply to all residence and business access lines served by this Company. This surcharge applies regardless of whether or not the access line uses the 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 Commission. The Commission shall compute the Pennsylvania Telecommunications 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, 2008: (C)

Per residence access line, per month	<u>\$0.08</u>	
Per business access line, per month		<u>\$0.08</u> (D)

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

(C) – Indicates Change (D) – Indicates Decrease

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PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE

13. Pennsylvania Telecommunications Relay Service (Cont'd)

13.3 Rates

Local calls will be charged at the applicable local flat rate or local measured service rate. Local calls originating from pay telephones shall be completed free of charge. All intraLATA toll calls, placed through the Pennsylvania Telecommunications Relay Service, will be rated according to the rates applicable on messages placed by certified speech and/or hearing disabled in the Company's Toll Tariff PA P.U.C. No. 3.

The Company will make available to the Telecommunications Relay Service (TRS) user a calling card. The rates for the calling card shall not exceed those that would apply to identical calls for non-TRS users of coin sent-paid service.

Please refer to the appropriate Interexchange Carrier tariff for interstate charges.

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LOCAL EXCHANGE SERVICE AREAS

14. Local Exchange Service Areas

14.1 General

Following are listed the local calling areas for all exchanges. All exchanges listed below are those of Verizon – PA, unless otherwise noted.

<u>Exchange</u>	<u>Unlimited Local Calling Area Exchanges</u>
Greensburg	Delmont (Alltel) Greensburg Herminie Jeannette Kecksburg (Citizens Tel. Co. of Kecksburg) Latrobe New Alexandria (Alltel) Youngwood
Latrobe	Blairsville Derry Greensburg Kecksburg (Citizens Tel. Co. of Kecksburg) Latrobe Ligonier New Alexandria (Alltel)
Ligonier	Latrobe Ligonier Stahlstown (Laurel Highland Tel. Co.)
Mount Pleasant	Connellsville Greensburg Kecksburg (Citizens Tel. Co. of Kecksburg) Mount Pleasant Scottdale Youngwood

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LOCAL EXCHANGE SERVICE AREAS

15. Local Exchange Service Areas

15.1 General

The Company is authorized to provide service in the exchanges of incumbent telephone providers Verizon – Pennsylvania and Verizon – North. The exchanges served are identical to those included in the state tariffs of these incumbent providers. The tariff reference for Verizon – Pennsylvania exchanges served by the Company are:

15.1.1 Greensburg Exchange. PA PUC No. 180A, Sheet 104

15.1.2 Latrobe Exchange. PA PUC No. 180A, Sheet 137.

15.1.3 Ligonier Exchange. PA PUC No. 180A, Sheet 141.

15.1.4 Mount Pleasant Exchange. PA PUC No. 180A, Sheet 169.

The Company does not currently serve any exchanges in the Verizon – North incumbent local exchange areas.