

COMPETITIVE LOCAL EXCHANGE CARRIER  
SUPPLEMENT NO. 2 TO TELEPHONE - PA P.U.C. NO. 6

PYMATUNING INDEPENDENT  
TELEPHONE COMPANY

TITLE SHEET

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF  
SCHEDULE OF RATES AND CHARGES  
TOGETHER WITH RULES AND REGULATIONS  
APPLICABLE TO TELEPHONE SERVICE  
PROVIDED BY

PYMATUNING INDEPENDENT TELEPHONE COMPANY

WITHIN THE COMMONWEALTH OF PENNSYLVANIA AS FOLLOWS:

TERRITORIES SERVED BY VERIZON PENNSYLVANIA INC.  
TERRITORIES SERVED BY VERIZON-NORTH INC.  
TERRITORIES SERVED BY UNITED TELEPHONE COMPANY,  
d/b/a SPRINT COMMUNICATIONS

This Supplement is filed in Compliance with PA PUC Docket No. M-00900239

COMPETITIVE LOCAL EXCHANGE CARRIER  
SUPPLEMENT NO. 2 TO TELEPHONE - PA P.U.C. NO. 6

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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 Section 13, Sheet 1

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Original Sheet No. 1

**CHECK SHEET**

Sheet 1          Original

All pages in this tariff are original pages except for the pages listed below:

Section 4 – Sheet 3    1<sup>st</sup> Revised

Section 6 – Sheet 9    1<sup>st</sup> Revised

Section 12 – Sheet 1   1<sup>st</sup> Revised

Section 13 – Sheet 1   1<sup>st</sup> Revised

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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 that 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 Pymatuning Independent Telephone Company.

Commission

Refers to the Pennsylvania Public Utility Commission.

## 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.

#### 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.

## 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 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.

#### Service Charges

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

#### Subscriber

See "Customer".

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**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.

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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 Pymatuning Independent Telephone Company, 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 changed regulation.

(D) Signifies a decreased in rates

(I) Signifies an increased rate or new treatment resulting in an increased rate.

This tariff is in concurrence with Chapters 63 and 64 of the Pennsylvania Code.

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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

The Company may temporarily interrupt service when necessary to effect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for other reasons of local, state, or National emergency.

The Company shall take all reasonable steps, such as personal contact and the use of mass media, to give earlier notice of the cause and expected duration of any interruption of service that the Company knows in advance will occur. When service is interrupted due to unforeseen circumstances, the Company will provide notice of the cause and expected duration as soon as possible thereafter. The Company will only interrupt service for as long as necessary to protect the health or safety of the public, to protect property, or to remedy the situation that necessitated the interruption. The Company shall resume service as soon as possible thereafter.

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 for each of the first three 24-hour periods following notice. For each subsequent 24-hour period beyond the first three 24-hour periods, the credit allowance equal to 2/30th 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. However, in no instance shall the allowance for the out of service period exceed the total charges in a billing period for the service interrupted. If service is interrupted for a period of at least 24 hours due to storms, fires, floods, or other conditions outside the control of the company, an allowance of 1/30 of the tariff monthly rate for all services interrupted shall apply for each full 24 hours during which the interruption continues after notice by the customer to the company. The allowances listed in this section are not applicable when service is interrupted by the negligence or willful act of the customer to the service or where the company under the terms of the contract for service, suspends or terminates service for nonpayment of charges, or for unlawful or improper use of the service, or for any other reason provided for in the filed and effective tariff. Credit allowances are stated in subsection 3.7.5.3, following.

### GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

2.3 Obligation and Liability of Company (Cont'd)

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.**

**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 that apply to customer-provided equipment.

**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 that 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 that 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.

**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.

### 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 16 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 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.

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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)

3.5.4.3 (Cont'd)

- 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 is 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.

**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.

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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 within 5 days after the due date.

3.7.2 Late Charge on Delinquent Bills for Retail Service

A late charge of 1 ¼ % will be made on delinquent accounts. The late charge will be calculated on all amounts past due.

3.7.3 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 may 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.

3.7.3.1 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)

3.7.3 Deferred Payment Plan (Cont'd)

3.7.3.2 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.

3.7.3.3 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.

3.7.3.4 A deferred payment plan may include a 1 ¼% late charge on the outstanding balance.

3.7.3.5 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.

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

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.7 Billing (Cont'd)

3.7.3 Deferred Payment Plan (Cont'd)

3.7.3.7 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.

3.7.3.8 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.

3.7.3.9 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.

3.7.4 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)

3.7.5 Rendering and Form of Bills

3.7.5.1 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). Recurring charges are billed in advanced and non-recurring charges are billed in arrears. 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.

3.7.5.2 Billing information provided to each customer on a monthly basis shall comply with Pennsylvania Public Utility Commission regulation Title 52, Chapter 64.14.

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**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.7 Billing (Cont'd)

3.7.5 Rendering and Form of Bills (Cont'd)

3.7.5.3 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.

3.7.6 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 that 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.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.8 Suspension of Service

3.8.1 Telephone Service to a customer may be suspended for any of the following reasons:

- (1) Nonpayment of an undisputed delinquent account or the undisputed portion of an account where a dispute exists as to part, but not all, of an amount billed by the Company.
- (2) Failure to post a deposit, provide a guarantee, or establish credit.
- (3) Unreasonable refusal to permit access to service connections, equipment, and other property of the Company for maintenance or repair.
- (4) The use of service so as to interfere or impair the use of service rendered to other customers.
- (5) Failure to comply with the material terms of a payment agreement.
- (6) Fraud or material misrepresentation of identity to obtain telephone service.
- (7) Violation of tariff provisions on file with the Commission so as to threaten the safety of a person or the integrity of the service delivery system of the Company.
- (8) Unpaid indebtedness for telephone service previously furnished by the Company in the name of the customer within 4 years of the date the bill is rendered.

3.8.2 Except for emergency situations, suspension or termination of service for nonpayment of charges may not commence on any of the following:

- (9) Saturday or Sunday
- (10) A bank holiday
- (11) A holiday observed by the Company, in which the business office is closed.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.8 Suspension of Service (Cont'd)

3.8.3 Unless expressly and specifically authorized by the commission, basic service may not be suspended and a suspension notice may not be sent for any of the following reasons:

- (12) Nonpayment for nonbasic services
- (13) Nonpayment of delinquent fees for toll service where the Company is technically capable of terminating toll service without terminating basic service.
- (14) Nonpayment for commercial service received at the same of different location.
- (15) Nonpayment of delinquent charges based on previously unbilled telephone service resulting from a billing error from the Company, if these charges exceed otherwise normal, average bill by 50%. This paragraph may not prohibit the suspension when the Company reviews the charges with the customer and offers to enter into a payment agreement which, at the option of the customer, may extend as long as necessary to ensure the bill in one billing period will not be greater than the normal, average bill for the period plus 50%.
- (16) Noncompliance with the payment agreement before the set date for payment in the payment agreement.
- (17) Nonpayment of charges for telephone service furnished more than (4) four years before the date the bill is rendered.
- (18) Nonpayment for residential service already furnished in the name of persons other than the customer unless a court, district justice, or administrative agency has determined that the customer is legally obligated to pay for the service previously furnished. This paragraph may not affect the creditor's rights and remedies of the Company otherwise permitted by law.
- (19) Nonpayment of a delinquent account that accrued within the two most recent billing periods and which amounts to a total arrearage of less than \$20 unless the arrearage represents the balance of a broken payment agreement.
- (20) Evidence that full payment of all delinquent accounts has been made.

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## GENERAL RULES AND REGULATIONS

### 3. General Rules and Regulations (Cont'd)

#### 3.8 Suspension of Service (Cont'd)

(21) Certification in accordance with Section 64.101 - 64.103 (relating to general provision; postponement of suspension pending receipt of certificate; and medical certification).

3.8.4 The Company will mail or deliver written notice to the customer at least 7 days before the date of the proposed suspension regardless of the grounds upon which suspension is sought, with the exception of the following: Failure to comply with the material terms of a payment agreement for toll or nonbasic service, or both. In these cases, the Company will comply with Section 64.81 (relating to limited notice upon noncompliance with report or order).

3.8.5 A notice of suspension will include the following information, where applicable:

- (1) The reason for the proposed suspension.
- (2) A statement of amounts currently due, and of a required deposit.
- (3) A statement that a specific reconnection fee will be required to have service restored after it has been suspended if the reconnection fee is a part of the approved tariff of the Company.
- (4) The date on or after which service will be suspended unless one of the following occurs:
  - 1) Payment is received in full
  - 2) The grounds for suspension are otherwise eliminated.
  - 3) A payment agreement is entered into.
  - 4) A dispute is filed with the Company.
- (5) A statement that the customer should immediately contact the Company to attempt to resolve the matter, including the mailing address and telephone number where questions may be filed and payment agreements entered into with the Company.
- (6) A medical emergency notice substantially in compliance with the form as set forth in Commission rules.

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**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.8 Suspension of Service (Cont'd)

3.8.6 The Company will not mail or deliver a notice of suspension if a notice of dispute, as defined in Section 64.2, has been filed and is unresolved and if the subject matter of the dispute forms the grounds for the proposed suspension except where toll usage exceeds the following usage in a billing period after the filing of the notice of dispute or informal complaint:

- (1) For customers who have received service for 3 months or less – 150% of the average use of the customer's exchange during the previous 12 months.
- (2) For customers who have received service for greater than 3 months but less than 12 months-150% of the customer's average use.
- (3) For customers who have received service for more than 12 months-150% of the customer's average use during the previous 12 months.

3.8.7 If, at a time after the issuance of the suspension notice and before the suspension of service, a customer contacts the Company concerning the proposed suspension, an authorized Company employee will explain, where applicable, some or all of the following:

- (7) The reasons for the proposed suspension.
- (8) All available methods of avoiding a suspension including:
  - 1) Tendering payment in full or otherwise eliminating the grounds for suspension.
  - 2) Entering a payment agreement.
  - 3) The right of the customer to file a dispute with the Company and, thereafter, an informal complaint with the Commission at the Bureau of Consumer Services. The Bureau of Consumer Services toll free telephone number is 800-782-1110. The address is:  
Bureau of Consumer Services  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265
- (9) The procedures for resolving disputes relating to charges on the notice other than IXC toll charges and procedures for filing informal complaints to request payment terms on the basic service portion of the account, including the address and telephone number of the nearest Commission office.

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**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.8 Suspension of Service (Cont'd)

- (10) The duty of the customer to pay a portion of the bill not honestly disputed.
- (11) The duty of the customer to restrict toll usage to 150% of average normal toll usage.
- (12) The medical emergency procedures.
- (13) That upon failure to timely appeal from or comply with a Company report, as defined in Section 64.142, an informal complaint report, or an order from a formal complaint – the Company is not required to give further written notice before suspension so long as the Company makes a reasonable attempt to contact the customer personally at least 24 hours prior to the suspension.
- (14) The Company will exercise good faith and fair judgment in attempting to enter into a reasonable payment agreement regarding undisputed amounts or to otherwise equitably resolve the matter. The Company will take the following factors into account when attempting to make a reasonable payment arrangement: the size of the unpaid balance, the payment history of the customer and the length of time in which the bill accumulated. When the customer breaches a payment agreement for toll or nonbasic service, or both, the Company may suspend the toll or nonbasic, or both, service after complying with Section 64.81. At the time a payment agreement is entered into the Company will explain to the customer the consequences of breaching the payment agreement, including the possible suspension of toll or nonbasic service, or both, without further written notice. The Company will not suspend service for an undisputed delinquent bill under either of the following circumstances:
  - 1) While it is negotiating a payment agreement with the customer.
  - 2) Within 24 hours after negotiating fails, except where toll usage increases by \$25 or more after the initial customer or customer designee contact.

- 3.8.8 Notwithstanding another provision of this chapter, when a suspension is based on an occurrence which endangers the safety of a person or appears likely to prove physically harmful to the service delivery system of the Company, the Company will give no written notice before suspension if the Company believes the grounds do exist. At the time of suspension, the Company will mail a notice of suspension to the customer's billing address.

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**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.9 Discontinuance of Service

3.9.1 Disconnection for Delinquent Bills

A customer's telephone service may be disconnected when at least ten days have passed since suspension of service for failure to pay a reconnection fee and to remedy the original grounds for suspension due to any of the following reasons:

- 1) Failure to make satisfactory arrangements to pay arrearages.
- 2) Failure to post a deposit, furnish a third-party guarantee or otherwise establish credit.
- 3) Failure to meet the requirements of a payment arrangement.
- 4) Failure to give adequate assurances that an unauthorized use or practice will cease.

3.9.2 Disputes and Disconnections

The customer must notify the Company either verbally or in writing of any disputed charges. Unless expressly and specifically authorized by the Commission, the Company will not terminate service if both the following exist:

- 1) A notice of dispute has been filed and is unresolved and if the subject matter of the dispute forms the grounds for termination.
- 2) The customer is making good faith effort to pay or make payment arrangements to pay all undisputed bills and undisputed portions of disputed bills.

3.9.3 Termination Notice

Immediately after service is suspended, a termination notice that indicates how the customer may arrange to have service restored shall be mailed to the customer's billing address. The termination notice will include a medical emergency notice. The termination notice will indicate that service will be terminated on or after a specified date and shall clearly explain that the customer will have to request service as an applicant, subject to additional charges, if termination occurs.

### 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 that 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.

**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 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.

After completion of the minimum contract period, if any, a customer who wishes to have service discontinued shall give at least five (5) days oral or written notice to the Company, specifying the date on which it is desired that service be discontinued. The customer shall retain responsibility for service and equipment charges until the day and time on which service is requested to be discontinued. If the customer fails to provide the Company with proper notice or access to the premises, the customer shall continue to be responsible for equipment and service rendered.

COMPETITIVE LOCAL EXCHANGE CARRIER  
TELEPHONE - PA P.U.C. NO. 6

PYMATUNING INDEPENDENT  
TELEPHONE COMPANY

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**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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**Issued:** June 5, 2002

**Effective:** August 5, 2002

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.16 Telephone Directories

- 3.16.1 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.
- 3.16.2 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.
- 3.16.3 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.
- 3.16.4 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.
- 3.16.5 The Company shall list each customer with directory assistance within 3 business days 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.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.16 Telephone Directories (Cont'd)

- 3.16.6 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.
- 3.16.7 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.
- 3.16.8 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.

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**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.17 IntraLATA Toll Presubscription

3.17.1 Description

IntraLATA Toll Presubscription is a service that the customer designates to the Company an IntraLATA Toll Provider (ITP) as a carrier of choice for the Customer's IntraLATA toll calls. All IntraLATA toll calls are directed to the ITP without the need for access codes (dial around codes) that direct the calls to the designated ITP. 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 ITP on a per-call basis.

Each carrier will have one or more access codes assigned to it for various types of service. When a customer selects a carrier as its ITP, only one access code of that carrier may be incorporated into the switching system of the Company, permitting access to the ITP by the customer without dialing an access code. Should the same customer choose to use other service of the same carrier, it will be necessary for the customer to dial the necessary code(s) to reach the carriers other service(s).

An ITP must use Feature Group D (FDG) Switched Access Service to qualify as an ITP.

Selection on an ITP by a customer of the Company is subject to the terms and conditions set forth herein.

At the option of the ITP, the non-recurring charge for a change IntraLATA toll presubscription, as provided herein, may be billed to the ITP, instead of the customer.

3.17.2 Initial Choice

New end-users who subscribe to service will be asked to select an ITP when they place an order for Local Exchange Service. If a customer cannot decide upon an IntraLATA toll carrier at the time, the Company may extend a 30-day period following completion of the service request to make an IntraLATA PIC choice without charge.

Initial free selections available to the customer are:

- (a) Designate an ITP as their primary carrier. Other carriers may be accessed by using a dial around code.
- (b) Choose no carrier as a primary carrier. All IntraLATA toll calls will need to be made using a dial around code and the customer will be assigned as a "No-PIC".

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.17 IntraLATA Toll Presubscription (Cont'd)

3.17.2 Initial Choice (Cont'd)

Following the initial free selection, any subsequent selection is subject to a non-recurring charge as set forth herein.

If an ITP elects to discontinue Feature Group D (FGD) service, the ITP is obligated to contact, in writing, all customers who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the customers that it is canceling its FGD service, request that the customer select a new ITP, and state that the canceling ITP will pay the PIC change charge, as provided herein. The ITP must provide written notice to the Company that this activity has taken place. Following the ITP's discontinuance of service, the Company will bill the canceling ITP the PIC change charge for each customer that has currently selected the canceling ITP as his or her preferred ITP at the time of discontinuance.

3.17.3 Unauthorized Presubscription Change

An unauthorized PIC change is a change in the presubscribed IntraLATA toll provided that the customer did not authorize or denies authorizing. Any PIC disputes for customers are resolved through the process listed below in 3.17.4.

If an unauthorized IntraLATA presubscription change occurs and there is no dispute between the two ITPs, the ITP making the unauthorized change will be assessed a charge for unauthorized change in presubscription as set forth herein. In addition, the ITP will be assessed the applicable PIC change charge to return the customer to their preferred ITP.

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**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.17 IntraLATA Toll Presubscription

3.17.4 Preferred IntraLATA Toll Provider Disputes

When a dispute occurs between the customer and an ITP or two ITPs, the following guidelines will be used by the Company to resolve the dispute:

- (a) The most recent customer designation, by either a signed letter of authorization or any other FCC authorized method, takes precedence over a previous choice.
- (b) If a customer denies requesting a change in IntraLATA toll presubscription as submitted by an ITP, and the ITP is unable to produce a signed letter of authorization or any other F.C.C authorized method of verifying a PIC change, then the ITP will be assessed an unauthorized PIC Change Charge as specified herein. Additionally, the ITP will be assessed the IntraLATA toll presubscription change charge to return the customer to their designated ITP.

3.17.5 Rates and Charges

IntraLATA toll presubscription change charge	\$ 5.00
Unauthorized IntraLATA toll presubscription change charge	\$30.00

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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, 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 that 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.

**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. Local Exchange Service offered in Verizon PA (a/k/a Bell Atlantic) exchanges is based on Local Exchange Maps located in Verizon PA (Bell Atlantic- Pennsylvania, Inc.) Pa. P.U.C. No. 1. Local Exchange Service offered in Verizon North (a/k/a GTE North, Inc.) exchanges is based on Local Exchange Maps located in Verizon North (GTE North, Inc.) Pa. P.U.C. No. 1 and Local Exchange Services offered in United Telephone Company of Pennsylvania, t/d/b/a Sprint in United Telephone Company of Pennsylvania Tariff Telephone Pa. P.U.C. No. 27.

4.3.1 Service will initially be provided in the Greenville, Sharpsville, Mercer and Sharon exchanges of Verizon, PA.

#### 4.3.2 Local Exchange Access Line Service Rates

<u>Local Exchange Access Line Service</u>	<u>Monthly Rates, Each Line</u>	
Individual Residence Line Tone Dial	\$12.15	(D)
Individual Business Line Tone Dial	\$32.08	(I)

#### 4.3.3 Nonrecurring Charges

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

(D) Indicates Decrease

(I) Indicates Increase

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**LOCAL EXCHANGE SERVICE**

4. Local Exchange Service (Cont'd)

4.4 Lifeline and Link-Up America Programs

4.4.1 Lifeline Service

4.4.1.1 Description

Lifeline Service is a Residential 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.**

4.4.1.2 Regulations

(a) Lifeline Service is available to qualified residence customers and is provided via a residence individual Dial Tone line. Lifeline Service is limited to only one Service per qualified customer or household. A potential Lifeline customer who has an outstanding final bill for telephone service that is less than (4) years old must pay the entire balance of any Basic Service final bill before being eligible for Lifeline Service.

(22) Residence Lifeline Service consists of the following tariffed standard features and optional customer elected services at the applicable rates, charges and regulations for each feature and service provided:

One-Party Residence Unlimited Service and Local Measured Service, if available.

Directory Listing (standard only).

Non-Published or Non-Listed Telephone Number Service.

Access to Directory Assistance Service.

Touch Tone Calling Service.

Access to Message Toll Telephone Service and Optional Dial Station-to-Station Calling Plan Services. However, the Residence Lifeline Dial Tone Line will be blocked from dial station access to 976/556/900 and any other type of Audiotex Service.

Access to Operator Services.

Voluntary Toll Restriction Option.

Link Up America (if eligible).

Access to 800/855/866/877/888 Services.

Access to Call Trace.

**LOCAL EXCHANGE SERVICE**4. Local Exchange Service (Cont'd)4.4 Lifeline and Link-Up America Programs (Cont'd)

## 4.4.1.2 Regulations (Cont'd)

## (b) (Cont'd)

Access to Alerting and Reporting Systems (9-1-1 dialing).  
Access to the Pennsylvania Telecommunications Relay Service.  
Caller ID Per-call and Per-line Blocking  
One optional vertical Service (1).

(1) When a Lifeline customer subscribes to the company's or a private vendor's voice mail service as an optional vertical service, a second vertical service may be added if necessary to make the voice mail service function.

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

Pennsylvania Department of Public Welfare Lifeline Service Programs:

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

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

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**LOCAL EXCHANGE SERVICE**

4. Local Exchange Service (Cont'd)

4.4 Lifeline and Link-Up America Programs (Cont'd)

4.4.1.2 Regulations (Cont'd)

(c) (Cont'd)

Lifeline Service will be provided to a customer only so long as such customer continues to meet the participation and certification guidelines in 4.4.3.3 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 4.4.3.4 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 options or services 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.

- (d) 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.
- (23) Only Services listed in 4.4.3.2 above will be provided to Lifeline customers all other premium services offered by the Company will not be available.
- (f) Lifeline Service customers are required to apply for the Link Up America benefit when applicable.
- (g) Customer requested temporary suspension of Lifeline Service is not permitted.

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**LOCAL EXCHANGE SERVICE**

4. Local Exchange Service (Cont'd)

4.4 Lifeline and Link-Up America Programs (Cont'd)

4.4.1.2 Regulations (Cont'd)

- (h) Lifeline Service does not apply to applicants who are full time students living in university or college controlled housing.
- (24) The applicant must not be a dependent for Federal Income Tax purposes, unless he or she is 60 years of age or older.
- (j) Lifeline customers are subject to all Residence service regulations in this and other tariffs of the Company.
- (k) Residence Lifeline Service cannot be resold by the Lifeline customer or the Lifeline customer's agents.
- (25) Resale of Lifeline Services are subject to wholesale rate obligations under Section 251(c)(4) of the Telecommunications Act of 1996.
- (m) All outstanding charges, account balances and service restrictions apply to existing customers who qualify for Lifeline Service. Service restrictions will remain until the arrearage(s) have been paid in full.
- (n) Any Lifeline customer who has a past due balance of Toll Charges will be treated with the appropriate Chapter 64 regulations. The 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 own discretion, place the Lifeline Customer on permanent toll restriction.
- (26) 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)

4.4 Lifeline and Link-Up America Programs (Cont'd)

4.4.2 Dial Tone Line Monthly Rate

- (a) Applicable Residence Dial Tone monthly rate minus \$1.75.
- (b) Lifeline Service customers will be billed the applicable Subscriber Line Charge monthly rate and will be given credit for the same amount of the Subscriber Line Charge as prescribed by the FCC at Docket Nos. 00-256, 96-45, 98-77, 98-166 and 00-193, in accordance with Pa. Docket No. R-00017044.
- (27) Lifeline Service is subject to all applicable state, local and federal taxes, and surcharges, and to all applicable tariff rates, charges, surcharges, and regulations.
- (e) 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.
- (f) \$4.35 for Interstate Pricecap Companies per FCC CALLS order (FCC 00-193, May 31, 2000)

4.4.3 Link-Up America

4.4.3.2 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.**

4.4.3.3 Regulations

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

- (a) The applicant must not be a dependent for federal income tax purposes, unless he or she is 60 years of age or older.

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**LOCAL EXCHANGE SERVICE**4. Local Exchange Service (Cont'd)4.4 Lifeline and Link-Up America Programs (Cont'd)

## 4.4.3.3 Regulations (Cont'd)

- (b) An applicant for Link-UP America Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs, federal public housing, and be able to provide proof of income which is at or below 150% of the annual United States Census Bureau Poverty Level Guidelines For All States (except Alaska and Hawaii) and the District of Columbia. An applicant for Lifeline Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs, federal public housing, and be able to provide proof of income which is at or below 150% of the annual United States Census Bureau Poverty Level Guidelines for All States (except Alaska and Hawaii) and the District of Columbia. Recertification of Lifeline Service participants may be conducted biennially by the Company.

## Pennsylvania Department of Public Welfare Lifeline Service Programs:

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

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

- 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) Link-Up America applicants are not exempt from Telephone Company Deposit requirements.

**LOCAL EXCHANGE SERVICE**

4. Local Exchange Service (Cont'd)

4.4 Lifeline and Link-Up America Programs (Cont'd)

4.4.3.3 Regulations (Cont'd)

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

4.4.3.4 Rates

The Link-Up America Program provides 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 tariff. The total amount of the discount may not exceed \$30.00 and the remaining charges will be billed to the Link-Up America customer in monthly installments as specified in the Company's tariff.

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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 Restoration - Applicable for work associated with reconnecting service that 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.

## 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	\$54.00	\$29.80
5.3.2 Line Connection Charge	\$35.40	\$24.30
5.3.3 Premise Visit Charge	\$44.25	\$29.50
5.3.4 Service Call	\$42.00	\$42.00
5.3.5 Return Check	\$20.00	\$20.00

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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, Repeat Dialing, Calling Number/Name Delivery, Call Trace, Special Call Acceptance/Forwarding/Call Screening) 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, 855, 866, 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 that the calling party has requested to be omitted from the telephone directory or the disclosing of such telephone number to any person.

**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. (For future use)

COMPETITIVE LOCAL EXCHANGE CARRIER  
TELEPHONE - PA P.U.C. NO. 6

PYMATUNING INDEPENDENT  
TELEPHONE COMPANY

Original Sheet No. 6-4

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**RESERVED FOR FUTURE USE**

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**Issued:** June 5, 2002

**Effective:** August 5, 2002

### 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 that states that the called party is not accepting calls from anonymous numbers.
- 6.1.3.2 Repeat Dialing - 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 Call Return - 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. Call Return 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 Deluxe Caller ID - 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.

### 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 Caller ID - 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 Call 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. Call 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). Call Trace is the only nuisance call tracing service available to residential and business customers. The Call Trace charge is billed for each successful trace.

### 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 Priority Ringing - 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 Special 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.
- 6.1.3.12 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.
- 6.1.3.13 Call Screening - 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.
- 6.1.3.15 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).

### 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)

6.1.3.16 Personal Ringing - Enables residential customers to establish a second "Personal Ringing" 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 "Personal Ringing" directory number is entitled to a regular listing in the alphabetical section of the telephone directory. Personal Ringing is available for use with individual residence and business service. However, if Personal Ringing 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.

Personal Ringing 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.

6.1.3.17 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.

COMPETITIVE LOCAL EXCHANGE CARRIER  
SUPPLEMENT NO. 1 TO TELEPHONE - PA P.U.C. NO. 6

PYMATUNING INDEPENDENT  
TELEPHONE COMPANY

First Revised Sheet No. 6-9  
Canceling Original Sheet No. 6-9

**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>
Automatic Callback	\$3.50	(I)	\$5.00
Call Return	\$3.50	I	\$5.00
Call Forwarding	\$3.50	I	\$2.50
Calling Name Delivery	\$6.50	I	\$5.00
Calling Number Delivery	\$6.50	I	\$5.00
Calling Name & Number Delivery	\$7.50	I	\$5.00
Cancel Call Waiting	\$3.50	I	\$5.00
Call Waiting	\$3.50	I	\$2.50
Priority Ringing	\$3.50	I	\$5.00
Per-Call or Per-Line Blocking	No Charge	I	\$5.00
Special Call Acceptance	\$3.50	I	\$5.00
Preferred Call Forwarding	\$3.50	I	\$5.00
Call Screening	\$3.50	I	
Speed Calling		I	
8-Code	\$3.50	I	\$2.50
30-Code	\$3.50	I	\$2.50
Personal Ringing	\$3.50	I	\$5.00
Three-Way Calling	\$3.50	(I)	\$2.50
 <u>Usage Sensitive Feature</u>			
	<u>Per Successful Trace Residence or Business</u>		
Call Trace (4)(5)	\$8.00		
3-Way Calling	\$0.75 Per Use		
Call Return	\$0.75 Per Use		
Automatic Call Back Call	\$0.75 Per Use		

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

(I) Indicates Increase

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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 Personal Ringing, 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) When Personal Ringing is combined with any other Custom Calling Service feature, the monthly rate for Personal Ringing will be reduced to \$2.50.
- (4) Call Trace is billed per successful trace.
- (5) 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 Call Trace or subscription to Call Trace is not a suitable option.

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**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.2 Pay-Per-Call Information Services Blocking

6.2.1 General

Pay-per-call Information Service Blocking denies access to all Pay-per-call Information Services (900 and 976 services) when a call is placed to a 1-900-XXX-XXXX or 1-976-XXX-XXXX number.

Pay-Per-call Information Services blocking is available in central offices equipped with electronic switching equipment.

In areas where restricting access to Pay-per-call Information Services is not technically possible, all access to the Pay-per-call Information Services must be blocked. At such time that the central office is capable of providing blocking, the Company will notify and ballot the customers, allowing them to choose between non-blocking or blocking access to Pay-per-call Information Services.

6.2.2 The Company will provide Pay-per-call Information Service Blocking at no charge to the customer for the first blocking request.

The non-recurring charge in 6.2.3 following, is applicable for subsequent requests for Pay-per-call Information Services blocking.

Pursuant to 3.6 preceding, the Company may disconnect a customer's local telephone service for failure to pay a bill for charges that are in the Company's tariffs.

6.2.3 Rates and Charges

	<u>Nonrecurring Charge</u>
Initial Request for Blocking	No Charge
Resident Initial Request	No Charge
Resident Subsequent Request	\$21.00 Per Line
Business Initial Request	No Charge
Business Subsequent Request	\$38.00 Per Line

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**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 that 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.

### 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.

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**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 that 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>
Additional Listing		\$1.40	\$1.40
Non-list		\$2.00	\$2.00
Non-published		\$2.00	\$2.00

Service Charge

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

**OPERATOR SERVICES**

9. Operator Services

9.1 Operator-Handled Calls

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

Line Status Verification	\$0.70
Call Interruption	\$1.10
Time and Charges	\$1.10

## OPERATOR SERVICES

### 9.2 Directory Assistance Service

#### 9.2.1 Conditions

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.

- 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.

#### 9.2.2 Exemptions

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

3) - Calls from patients in hospitals, skilled nursing homes and convalescent homes which have been properly licensed by the Commonwealth of Pennsylvania and which have as their predominant undertaking the surgical, medical and nursing care of the sick and disabled

- Calls placed from residence telephones where a member of the customer's household has been certified by a registered physician or a designated agency as unable to use a directory because of a visual or physical handicap, or for the business telephone of a certified handicapped customer where assistance is otherwise not available.

#### 9.2.3 Rates

Each Directory Assistance Call	\$0.90
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**911 TARIFF LANGUAGE**

10. 911

10.1 Description

Emergency Telephone Service (911) allows Customers to reach emergency services, including: police, fire and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency Call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 ("E911") Service enables the Customer's address and telephone information to be displayed to the person handling the 911 Call.

The Company will provide access to 911 and E911 services on a toll-free basis, to all Customers in Pennsylvania, either directly or through arrangements with other telecommunications carriers.

10.2 General Principles

The Company will comply with county/municipality 911 protocols.

10.3 Confidentiality

E911 information, which consists of the names, addresses and telephone numbers of all telephone Customers, is confidential, to the extent possible. The Company will release such information to the PSAP or Public Safety Agency, on a Call-by-Call basis, only after an E911 Call has been received and for the sole purpose of responding to an emergency Call in progress.

By dialing 911, the 911 Calling Party waives the privacy afforded by non-listed and non-published service to the extent that the telephone number and address associated with the originating station location are furnished to the PSAP on a Call-by-Call basis, once a 911 Call has been placed. The Company assumes no liability for any infringement or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly, by the installation, operation or failure to operate, maintenance, removal, presence, condition, occasion or use of 911 Telecommunications Service and the features associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party(ies) accessing the 911 Telecommunications Service. The customer must agree to release, indemnify, defend and hold harmless the Company for any such claims of infringement or invasion of the right of privacy.

COMPETITIVE LOCAL EXCHANGE CARRIER

TELEPHONE - PA P.U.C. NO. 6

PYMATUNING INDEPENDENT

TELEPHONE COMPANY

Original Sheet No. 10-2

**911 TARIFF LANGUAGE**

10. 911 (Cont'd)

10.4 Liability and Indemnification

The offering of 911 Telecommunications Service is limited to the provision and use of the digits 9-1-1 as the Universal Emergency Telephone Number (Code). 911 Telecommunications Service is a one-way service only. The Company shall not incur any liability, direct or indirect, to any person who dials, or attempts to dial 911, or to any other person who may be affected by the dialing of the digits 911. The Company's entire liability arising out of the provision of 911 Telecommunications Service under this tariff shall be limited as set forth in this Section and in Section 3.

The Company does not undertake to answer and forward 911 Calls to responding agencies, but only furnishes the use of its facilities to enable the Customer to access the PSAP for his/her region and to enable emergency personnel to respond to 911 Calls on the Customer's premises. The Company shall have no responsibility or liability to either the Customer or the PSAP for responding to E911 or other emergency referral Calls. That responsibility and any relating liability rests solely with the PSAP or Public Safety Agency.

911 Telecommunications Service is provided solely for the benefit of the Customer. The provision of 911 Telecommunications Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of, or creating any Company obligation toward, any third person or legal entity other than the Customer.

Each Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss, claims, demands, suite, or liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any loss, damage, or destruction of any property or personal injury, whether belonging to the Customer or others, as a result of the Customer's use of 911 Telecommunications Service.

The customer also agrees to release, indemnify, and hold harmless the Company for any infringement or invasion of the right of privacy of any person, or persons caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of the 911 Telecommunications Service and the equipment associated therewith, including, but not limited to, the identification of the telephone number used by the party or parties accessing 911 Telecommunications Service hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user, agencies or municipalities, or the employees or agents of any one of them.

By calling the 911 Telecommunications Service, the Calling Party gives the Company consent to provide 911 information, consisting of the name, address, and telephone number of the Customer at the location from which the Call was made, to law enforcement agencies and other emergency service providers, on a Call-by-Call basis, to enable those agencies and service providers to respond to emergency Calls for assistance.

COMPETITIVE LOCAL EXCHANGE CARRIER

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PYMATUNING INDEPENDENT

TELEPHONE COMPANY

Original Sheet No. 10-3

**911 TARIFF LANGUAGE**

10. 911 (Cont'd)

10.5 Glossary of Terms

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

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".

Content: The data elements of the MSAG including (but not necessarily limited to) the data elements that are entered into the following fields of A-1 of a standard MSAG record:

1. Tax area record
2. Locality
3. Street
4. Thoroughfare
5. Directional [where required]
6. Even (E), odd (O), or all (A) [applied to house numbers]
7. Low-high range of house numbers
8. PSAP (Public Safety Answering Point)
9. LAT/LONG (Latitude/Longitude) [where required]

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.

10.6 Regulations

- 1.) The Telephone Company will comply with the protocols as set forth in, and in the form of, Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order (MSAG); Docket No. P-009791203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998.

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Original Sheet No. 10-4

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**911 TARIFF LANGUAGE**

10. 911 (Cont'd)

10.6 Regulations (Cont'd)

- B. The Telephone Company is indemnified under the Public Safety Emergency Act, Act 78 of 1990.
- 3. The Telephone Company's liability and insurance provisions are fully stated in Pa. P.U.C. No. 1, Section 1, General Regulations.
- D. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The Service Provider will make reasonable best efforts to have its system fully functional, as soon as possible, unless conditions beyond the service provider's control prevent service restoration.
- 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.
- F. The Host Telephone Company will install the county's/municipality's MSAG in 'read/write' format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.
- 7. The Telephone Company will not otherwise modify 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 for 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 MSAG content in telephone companies' operational support systems to validate customer information for input to the ALI database.

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Original Sheet No. 10-5

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**911 TARIFF LANGUAGE**

10. 911 (Cont'd)

10.6 Regulations (Cont'd)

- H. The service provider will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity (ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.
1. The Telephone Company will not, without written consent of the county/municipality, modify or create any derivative of the county's/municipality's MSAG, except as follows:
- 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).
  - 2) 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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TELEPHONE COMPANY

Original Sheet No. 11-1

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**RESERVED FOR FUTURE USE**

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**Issued:** June 5, 2002

**Effective:** August 5, 2002

COMPETITIVE LOCAL EXCHANGE CARRIER  
SUPPLEMENT NO. 1 TO TELEPHONE - PA P.U.C. NO. 6

PYMATUNING INDEPENDENT  
TELEPHONE COMPANY

First Revised Sheet 12-1  
Canceling Original Sheet No. 12-1

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**PROMOTIONAL OFFERINGS**

12.Promotional Offerings

The Company may, from time to time, offer services at reduced rates and/or charges or at no rate or charge for promotional, market research, training or experimental purposes. These Promotional Offerings may be limited to certain dates, times and/or locations, but will not have a duration of longer than six (6) consecutive months in any twelve month period which commences as of the effective date of the filed promotion (multiple promotions can occur during this twelve month period).

The Company will notify the Commission ten (10) days in advance of any such customer promotional offering. Any customer will be allowed to participate in a promotional offering upon request, provided the Company has the necessary facilities and billing capabilities to permit such participation. For all promotional offerings which involve usage or monthly rates, the Company will provide customers with a notice of the promotional and post-promotional rate(s) for the promoted service(s) at the time the promotional offer is made.

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(C)

(C) Indicates Change

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**Issued:** December 15, 2006

**Effective:** February 14, 2007

COMPETITIVE LOCAL EXCHANGE CARRIER  
SUPPLEMENT NO. 2 TO TELEPHONE - PA P.U.C. NO. 6

PYMATUNING INDEPENDENT  
TELEPHONE COMPANY

1<sup>st</sup> Revised Sheet No. 13-1  
Cancels Original Sheet No. 13-1

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**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>	(I)
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      (I) Indicates Increase      (D) Indicates Decrease

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**Issued:** June 30, 2008

**Effective:** July 1, 2008

COMPETITIVE LOCAL EXCHANGE CARRIER  
TELEPHONE - PA P.U.C. NO. 6

PYMATUNING INDEPENDENT  
TELEPHONE COMPANY

Original Sheet No. 13-2

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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 Pennsylvania Telephone Association Toll Tariff PA P.U.C. No. 10. The Company concurs in this tariff.

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.