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LOCAL EXCHANGE SERVICES

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WEST TELECOM SERVICES, LLC (C)

3200 W. Pleasant Run Road  
Suite 300  
Lancaster, Texas 75146

NON FACILITIES-BASED AND FACILITIES-BASED COMPETITIVE LOCAL EXCHANGE  
CARRIER TARIFF

This Tariff contains the description, regulations and rates for the furnishing of local exchange services and facilities for telecommunications services provided by West Telecom Services, LLC, throughout the Commonwealth of Pennsylvania. The principal offices of West Telecom Services, LLC are located at: 3200 W. Pleasant Run Road, Suite 300, Lancaster, Texas 75146. This Tariff applies for service furnished within the Commonwealth of Pennsylvania, in the Verizon-Pennsylvania LLC territories, Verizon North LLC territories and the United Telephone Company d/b/a CenturyLink territories. This tariff is on file with the Pennsylvania Public Utility Commission, located at 400 North Street, 2<sup>nd</sup> Floor, Commonwealth Keystone Building, Harrisburg, PA 17120. Copies may be inspected, during normal business hours, at the Company's principal place of business in Lancaster, Texas. The Company's Tariff is in concurrence with all applicable State and Federal Laws (including but not limited to, 52 Pa. Code, 66 Pa. C.S., the Telecommunications Act of 1996), and with the Commissions applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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## LOCAL EXCHANGE SERVICES

## CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

<u>Section</u>	<u>Page</u>	<u>Revision</u>		<u>Section</u>	<u>Page</u>	<u>Revision</u>	<u>Section</u>	<u>Page</u>	<u>Revision</u>
Supplement Title Sheet			*						
Title	Title	4 <sup>th</sup> Rev.	*	2	19	Original	9	12	Original
Preface	1	5 <sup>th</sup> Rev.	*	2	20	Original	9	13	Original
Preface	1.1	1 <sup>st</sup> Rev.	*	2	21	Original	9	14	Original
Preface	2	Original		2	22	Original	9	15	1 <sup>st</sup> Rev.
Preface	3	Original		2	23	Original	9	16	Original
Preface	4	Original		2	24	Original	9	17	Original
Preface	5	Original		2	25	1 <sup>st</sup> Revised	9	18	Original
Preface	6	Original		3	1	Original	9	19	Original
Preface	7	Original		4	1	Original	9	20	Original
Preface	8	Original		4	2	Original	10	1	Original
Preface	9	1 <sup>st</sup> Revised		4	3	Original	10	2	Original
1	1	Original		5	1	Original	10	3	Original
1	2	Original		5	2	Original	11	1	1 <sup>st</sup> Revised
1	3	Original		6	1	Original			
1	4	Original		6	2	Original			
1	5	Original		7	1	Original			
1	6	Original		7	2	Original			
2	1	1 <sup>st</sup> Revised		7	3	Original			
2	2	Original		7	4	Original			
2	3	Original		8	1	Original			
2	4	1 <sup>st</sup> Revised		8	2	Original			
2	5	Original		8	3	Original			
2	6	Original		8	4	Original			
2	7	Original		8	5	Original			
2	8	Original		8	1	Original			
2	9	Original		8	2	Original			
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2	11	Original		9	4	Original			
2	12	Original		9	5	Original			
2	13	Original		9	6	Original			
2	14	Original		9	7	Original			
2	15	Original		9	8	Original			
2	16	Original		9	9	Original			
2	17	1 <sup>st</sup> Rev.		9	10	Original			
2	18	Original		9	11	Original			

\* New or revised

Issued: November 3, 2015

Effective: November 4, 2015

Issued by: Tariff Manager  
Lancaster, TX 75146

PAX1504

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LIST OF MODIFICATIONS

Supplement Title Sheet	Supplement No. 4
Preface 4 <sup>th</sup> Revised Title Sheet	Updates Title Page
Preface 5 <sup>th</sup> Revised Sheet No. 1	Updates Check Sheet
Preface 1 <sup>st</sup> Revised Sheet No. 1.1	Adds List of Modifications

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - All other Changes
- (D) - Decreased Rates
- (I) - Increased Rates

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**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper light corner of the page. Sheets are numbered sequentially, however, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14. 1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper light corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4<sup>th</sup> Revised Sheet 14 cancels the 3<sup>rd</sup> Revised Sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates and terms and conditions of service applicable to the furnishing of End-User local exchange telecommunications services by West Telecom Services, LLC ("Company") to business Customers within the Commonwealth of Pennsylvania.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS****1.1 Definitions**

Certain terms used generally throughout this tariff are defined below.

Abbreviated Dialing - Permits lines within a Customer's terminal group to place calls within the group using 1 to 7 digits.

Account Codes - Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment - Part or all of a payment required before the start of service.

Automatic Callback Calling - Allows Customers to request an automatic callback upon receiving a busy signal. Caller may signal for dial tone and dial a feature code or press a feature button to request automatic callback facilities.

Automatic Number Identification (ANI) - Allows the automatic transmission of a Caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit - The smallest unit of information in the binary system of notation.

Call Back/Camp On - Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding Busy - Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer - Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Remote - This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)**

## 1.1 Definitions, (Cont'd.)

Call Forwarding Station - Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System - Permits calls attempting to terminate to a busy station line to be redirected to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Variable Limited - When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited - The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold - Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park - Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup - Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer - Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting - Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

Caller ID - Allows customers to view the name and telephone number associated with an incoming call before answering the phone.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

1.1 Definitions, (Cont'd.)

Communication Services - The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company - West Telecom Services, LLC, the issuer of this tariff.

Conference - Allows customers to add additional parties to a call.

Customer or Subscriber - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dial Pulse (or "DP") - The pulse type employed by rotary dial station sets.

Direct Outward Dial (or "DOD") - A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb - Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel - Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

Dual Tone Multi-Frequency (or "DTMF") - The pulse type employed by tone dial station sets.

Duplex Service - Service that provides for simultaneous transmission in both directions.

Fiber Optic Cable - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

1.1 Definitions, (Cont'd.)

Joint User - A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by West Telecom Services, LLC and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps - Kilobits per second, denotes thousands of bits per second.

Last Number Redial - Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Carrier or ("LEC") - Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Manual Exclusion - Restricts others from retrieving a put on hold or from breaking into a call. Applicable to ISDN centrex type services. Ensures privacy is automatically invoked whenever a customer picks up the phone to place or answer a call.

Mbps - Megabits, denotes millions of bits per second.

Message Waiting Indication - Provides a lighted indicator (usually on a telephone set) that informs customer of a new message to be reviewed.

Multi-Frequency or ("MF") - An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Multi Site Abbreviated Dialing - Allows customers to use abbreviated dialing capabilities among multiple locations.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.



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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)****1.1 Definitions, (Cont'd.)**

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Calling - Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

System - Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Station - Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

Three-Way Calling - Allows a station line user to add a third party to an existing conversation.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Uniform Call Distribution - Automatically distributes incoming calls, in the order of their arrival, to customer telephone lines that have been idle the longest.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

1.2 Abbreviations

PBX - Private Branch Exchange

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

2.1.1.1 The services of the Company consist of the furnishing of one-way and/or two way telecommunication and information transmission services throughout the State of Pennsylvania pursuant to this general tariff offering of service to the general public.

2.1.1.2 The Company's local service territory mirrors certain of the local exchanges of the incumbent carrier, Verizon-PA. As stated on the Title page to this tariff, initially the Company will serve Pennsylvania, in the Verizon-Pennsylvania LLC territories, Verizon North LLC territories and the United Telephone Company d/b/a CenturyLink territories. (C)  
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2.1.1.3 The services offered herein may be used for any lawful purpose, including residential, business, governmental or other use. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations herein.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.1 Scope, (Cont'd.)

2.1.1.4 Company services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of any tariffs of such other communications carriers which are applicable to such connections.

2.1.2 Shortage of Equipment or facilities

2.1.2.1 The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control including but not limited to acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using the Company's fiber optic facilities, as well as, from time to time and at the sole discretion of the Company, facilities the Company may obtain from other carriers.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Ownership of Facilities**

Title to all facilities and equipment, and related plans and proposals, provided by Company in furnishing service in accordance with this tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any light, title or interest in the fiber optic or other facilities and associated equipment, plans or proposals provided by the Company. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period (but in any event not more than fifteen (15) days following the request, in as good condition as reasonable wear will permit.

**2.1.4 Governmental Authorizations**

The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by Company. Such authorizations may include but are not limited to governmental approvals, consents, licenses, franchises, and permits. Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other federal, state or local governing entity or agency. Customer shall fully cooperate in and take any action as may be requested by Company to comply with such governmental requirement.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Rights-of-Way

Where economically feasible (in the sole opinion of the Company), Company shall use reasonable efforts to obtain and maintain, directly or through third parties, rights-of-way necessary for installation of the facilities used to provide Company's services to Customer's property line, building entrance, or other service point as agreed to by Company. Customers use of such rights-of-way shall in all respects be subject to the between the Company and such third parties relating thereto, and shall not regulation or restriction.

2.1.6 Term of Service

The minimum term of service under this tariff is one month. Service is provided 24-hours per day, 7-days per week. For purposes of this tariff, a month is considered to have 30 days.

2.1.7 Customer Service

The Company's customer service representatives for billing and service inquiries may be reached, toll free at (866) 905-1735. Customers wishing to communicate with the Company in writing may send correspondence to 3200 W. Pleasant Run Road, Suite 300, Lancaster, Texas 75146.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Limitations of Service

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for noncompliance with any of the Commission's regulations, or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company

- 2.3.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to the extension of allowances as set forth in section 2.4 of this tariff captioned: "Allowances for Interruptions in Service." The extension of such allowances for interruption shall be the sole remedy of the Customer, and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.3.2 The Company shall not be liable for any delay or failure of performance of equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections, riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.3.3 The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the Customer facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.



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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

- 2.3.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.3.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any liability whatsoever, and for any damages caused or claimed to have been caused in any way, directly or indirectly, as a result of any such installation.
- 2.3.6 The Company is not liable for any defacement of or damage to Customer's premises resulting from the furnishing of services or equipment or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.
- 2.3.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's use of the Company's facilities.
- 2.3.8 The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. Any claim, action or proceeding against the Company which is not filed or commenced within one (1) year after the earlier of. (a) the rendering of the service, or (b) the occurrence of the event with respect to which such claim arose, shall be deemed waived if not brought within such one year period.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

2.3.9 With respect to the furnishing of Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of. (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service, or (b) the sum of \$1,000.00.

2.3.10 In the event parties other than Customer, including but not limited to joint users and Customer's customers, shall have use of the Company's service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.

2.3.11 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.4 Allowances for Interruptions in Service

2.4.1 General

2.4.1.1 A service is interrupted when it becomes unusable to the User, e.g., the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.

2.4.1.2 An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

2.4.1.3 If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Allowances for Interruptions in Service, (Cont'd.)****2.4.2 Application of Credits for Interrupted Services**

2.4.2.1 At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis. Credit allowances shall be applied in conformity with the requirements of 52 PA. ADMIN. CODE §64.52, unless otherwise agreed by Company or required by law.

2.4.2.2 Company may temporarily interrupt service when necessary to effect repair or maintenance; to eliminate on imminent threat to life, health, safety or substantial property damage; or for response of local, State or National emergency in conformity with 52 PA. Admin Code §64.51.

2.4.2.3 Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.

2.4.2.4 In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

**2.4.3 Limitations on Allowances**

2.4.3.1 No credit allowance will be made for any interruption of service:

2.4.3.1.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;

2.4.3.1.2 due to the failure of power, equipment, systems or services not provided by the Company;

2.4.3.1.3 due to circumstances or causes beyond the control of the Company;

2.4.3.1.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Allowances for Interruptions in Service, (Cont'd.)

2.4.3 Limitations on Allowances, (Cont'd.)

2.4.3.1 (Cont'd.)

- 2.4.3.1.5 during any period in which the User continues to use the service on an impaired basis;
- 2.4.3.1.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.4.3.1.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.4.3.1.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Obligations of the Customer

2.5.1 Scope

The obligations of the Customer shall include the following:

- 2.5.1.1 Customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or its employees, agents, contractors or suppliers, by Customer's noncompliance with this tariff, by malfunction or failure of any equipment or facility provided by Customer or its agents, employees or suppliers, or by fire, theft or other casualty on the Customer's premises, unless caused by the gross negligence or willful misconduct of Company's employees or agents.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Obligations of the Customer, (Cont'd.)

2.5.1 Scope, (Cont'd.)

2.5.1.2 Customer shall provide at no cost to, and, as specified from time to time by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for, Company facilities and equipment installed on the Customer's premises. Customer shall cooperate with Company in choosing the location, size and characteristics of the Company's equipment space on Customer's premises, which shall define the point of termination of Company's service. Customer may be required to pay, in the sole discretion of the Company, additional non-recurring charges for any additional points of termination within Customer's premises.

2.5.1.3 Customer shall obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of Company facilities from the building entrance or property line to the location of Company's equipment space on the Customer's premises. Any costs associated with obtaining and maintaining the rights-of-way described herein, including any necessary building modification costs, shall be borne entirely by the Customer. Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of Company facilities and equipment in the Customer's premises or within the rights-of-way for which the Customer is responsible. The Customer and the Company may mutually agree to enter into a contract under which Company will provide some or all such non regulated services and facilities.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Obligations of the Customer, (Cont'd.)

2.5.1 Scope, (Cont'd.)

2.5.1.4 Customer shall provide a safe place to work and be responsible for complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents install or maintain the Company's facilities and equipment. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to, during and after any construction or installation work. Customer may be required to install and maintain Company facilities and equipment if, in the Company's opinion, the equipment space provided by the Customer is a hazardous area.

2.5.1.5 Customer shall grant or obtain permission for Company employees or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting Customer-provided equipment which is connected to Company's facilities.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Obligations of the Customer, (Cont'd.)

2.5.1 Scope, (Cont'd.)

- 2.5.1.6 Customer shall be responsible for the provision, operation and maintenance of any Customer-provided terminal equipment connected to Company equipment and facilities, and for ensuring that such Customer-provided equipment is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company equipment, facilities and wiring by such Customer-provided equipment shall be such as not to cause damage to Company's equipment, facilities and wiring or injury to Company's employees or to other persons. Upon Company's request, Customer will submit to Company a complete manufacturer's specification sheet for each item of Customer-provided equipment that is or is proposed to be attached to Company's facilities. Company may provide, at the Customer's expense, any additional protective equipment required in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any Customer-provided equipment.
- 2.5.1.7 Customer warrants that the services ordered pursuant to this tariff are intrastate in nature.
- 2.5.1.8 Customer shall cooperate with Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.



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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Obligations of the Customer, (Cont'd.)

2.5.2 Payments

Obligations of the Customer with regard to payments shall include:

2.5.2.1 Customer shall be responsible for payment of all applicable charges pursuant to this tariff for facilities and service furnished to the Customer or to authorized or joint users or to the Customer's customers. Company's services are provided on a "take or pay" basis, that is, Customer is responsible for the applicable charges for services as ordered, whether or not Customer actually uses all or part of those services or capacity.

2.5.2.2 Customer shall pay all sales, use, excise, access, bypass or other local, state and Federal taxes, fees (including franchise fees), charges or surcharges, however designated, imposed on or based on the provision, sale or use of the Company's services, excluding gross receipts taxes and taxes on the Company's net income. Such taxes shall be separately stated on the Customer's invoice.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Obligations of the Customer, (Cont'd.)****2.5.2 Payments, (Cont'd.)**

- 2.5.2.3 Customer shall pay outstanding charges in full within 30 days of the invoice date. Charges not paid by Customer within 30 days, or paid in funds not immediately available to the Company, shall be subject to a late fee of 1.5% per month. This late fee of 1.5% may not include previously-accrued late payment charges. Residential Customers may be assessed a late payment fee of 1.25% per month. This late fee of 1.25% may not include previously-accrued late payment charges. Charges normally will be invoiced in advance, with monthly recurring charges invoiced on or about the first of the month for which the charges apply. A Customer's bill will be due and payable twenty (20) days from the date of the postmark on the bill in compliance with PA ADMIN CODE § 64.12. In the event of a Company billing error or omission, Customer shall be responsible for any back billing invoiced by the Company within 2 years of the original date of service.
- 2.5.2.4 Customers must notify the company either verbally or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All Charges remain due and payable at the due date, although a Customer is not required to pay any disputed charges during the time period in which the Company conducts its investigation into the matter.
- 2.5.2.5 Customer agrees that Company may conduct an independent verification of Customer's financial condition at any time, and Customer agrees to promptly supply such financial information as may be reasonably requested by Company. If, in the sole opinion of the Company, a Customer presents an undue risk of nonpayment at any time the Company may require that Customer pay its bills within a specified number of days, and pursuant to 52 PA. ADMIN. CODE § 64.15 pay in advance for the construction of facilities and the furnishing of special equipment or temporary service for short-term use, and/or make such payments in cash or the equivalent of cash.
- 2.5.2.6 If required by the Company, Customer shall make an advance payment before services are furnished, which advance payment will be credited to the Customer's initial bill. Company may, in its sole discretion, require such an advance payment, which may be in addition to a deposit.

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Obligations of the Customer, (Cont'd.)

2.5.2 Payments, (Cont'd.)

2.5.2.7 If required by the Company, Customer shall make a deposit before a service is furnished or continues to be held as a guarantee for the payment of charges. Company may require such a deposit, which may be in addition to an advance payment, if Company considers this action necessary to safeguard its interests. A deposit shall not relieve the Customer of the responsibility for prompt payment of bills on presentation. The amount of the deposit shall not exceed the estimated average two (2) month bill for basic service plus the average two (2) month toll charge for the existing residential customers in the applicant's exchange during the immediately preceding twelve (12) month period. 52 PA. ADMIN. CODE § 64.36. Interest shall be paid at a rate of 9% annually on the deposit pursuant to 52 PA. ADMIN. CODE § 64.41(4), unless otherwise agreed by the Company or required by law. At any time, the Company may return the deposit or credit it to the Customer's account. When a service is discontinued the amount of any applicable deposit plus interest will be applied to the Customer's account and any credit balance remaining will be refunded.

2.5.2.8 For the avoidance of doubt and notwithstanding any other provision in this tariff or other customer service agreement or arrangement, including but not limited to Meet Point Billing arrangements, in addition to service charges imposed by West Telecom Services, LLC for the service, the Customer shall be responsible for and reimburse West Telecom Services, LLC for any and all charges, fees, assessments of any kind or nature, including but not limited to interstate and intrastate switched access charges, imposed by any third party (collectively "Third Party Charges") upon West Telecom Services, LLC relating to usage incurred by the Customer in connection with the Services. The Customer hereby indemnities West Telecom Services, LLC for all Third Party Charges and agrees to defend and hold West Telecom Services, LLC harmless for all damages, losses, claims or judgments arising out any Third Party Charges. (N)

2.5.3 Indemnification

With respect to any service or facility provided by the Company, or otherwise in the event of Customer's breach of any of the provisions of this tariff, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for:

2.5.3.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury of any person, to the extent caused by or

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Obligations of the Customer, (Cont'd.)

2.5.3 Indemnification, (Cont'd.)

2.5.3.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this tariff or any agreement between Customer and Company.

2.6 Cancellation of Service

If Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, Customer agrees to pay to Company all costs, fees and expenses incurred by Company in connection with construction and with such termination. In addition, Customer may be liable for termination charge up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order (discounted to present value at six percent).

2.7 Termination of Service

2.7.1 In conformance with 52 PA. ADMIN CODE §64.53 Customer may terminate service, with or without cause, by giving the Company notice.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Termination of Service, (Cont'd.)

2.7.2 The Company may terminate service without written notice to the Customer for any of the following occurrences:

2.7.2.1 Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Company's equipment or service to others;

2.7.2.2 Customer non-compliance with any provision of this tariff which results in threatening the safety of a person or the integrity of the service delivery system of the Company;

2.7.2.3 Customer tampering with the Company's equipment or service;

2.7.2.4 Customer's unauthorized or illegal use of the Company's service or equipment.

2.7.3 Customer notification of termination of service will conform to the requirements of 52 PA. ADMIN. CODE §64.72.

2.7.4 Except for emergency situations, Company may not commence suspension or termination of service for non-payment of charges on any of the following:

- (1) Saturday or Sunday.
- (2) A bank holiday.
- (3) A Company holiday.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Termination of Service, (Cont'd.)**

- 2.7.5 Termination of service to residential Customers will follow a two-step process in which the above-referenced notice of termination is provided to the Customer at least seven (7) days prior to the date of suspension of service. Pursuant to 52 PA. ADMIN. CODE § 64.121, after at least ten (10) days have passed since service to the Customer has been suspended, the Company may terminate service to the Customer for failure to pay a reconnection fee and to remedy the original grounds for suspension due to any of the following reasons:
- 2.7.5.1 Failure to make satisfactory arrangements to pay arrearages.
  - 2.7.5.2 Failure to post a deposit, furnish a third-party guarantee or otherwise establish credit.
  - 2.7.5.3 Failure to meet the requirements of a payment agreement.
  - 2.7.5.4 Failure to give adequate assurances that an unauthorized use or practice will cease.
- 2.7.6 The Customer is responsible for all charges incurred to the Calling Station regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in collecting such charges.
- 2.7.7 Upon the Company's discontinuance of service to the Customer under section 2.7.1.1 or 2.7.1.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provisions of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term of service specified in the service order to be immediately due and payable (discounted to present value at six percent).
- 2.7.8 Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, or an assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Customer, the Company may, in addition to any other remedy available at law or in equity, immediately discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Termination of Service, (Cont'd.)

2.7.9 Upon condemnation of any significant portion of the facilities or associated equipment used by the Company to provide service to Customer or if a casualty renders all or any significant portion of such facilities or equipment inoperable beyond feasible repair, the Company may discontinue or suspend service, refuse additional orders for service and/or refuse to complete any pending orders for service upon notice to Customer, without incurring any liability.

2.7.10 Upon any governmental prohibition or required alteration of the services provided or ordered, or any violation of an applicable law or regulation, the Company may immediately discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability.

2.8 Changes in Equipment and Services

2.8.1 Company may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby materially alter the technical parameters of the services provided pursuant to Customer's service order.

2.8.2 Customer shall not cause or allow any facility or equipment of Company to be rearranged, moved, disconnected, altered or repaired without Company's prior written consent.



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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Changes in Equipment and Services, (Cont'd.)

2.8.3 Upon receipt of a written request from Customer, Company will add, delete or change locations or features of specific circuits and/or equipment. Customer shall be liable for nonrecurring charges for such changes. If a request for deletion of a service represents a cancellation prior to the applicable term of service, Customer will be subject to Company's termination charges.

2.9 Prohibited Uses

2.9.1 The services Company provides shall not be used for any unlawful purpose or for any use with respect to which Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer.

2.9.2 Customer shall not use the Company's service offerings for resale and/or for shared use unless, if requested to do so by Company, Customer has first demonstrated that such use complies with relevant laws, regulations, policies, orders, decisions and other governmental or legal requirements.

2.9.3 Customer may not use Company's services so as to interfere with or impair any other service or impair the privacy of any communications over any of Company's facilities and associated equipment or over the facilities and equipment of any other communications carrier connected to Company's facilities.

2.9.4 Customer shall not use or allow the use of Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

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LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Assignment

2.10.1 Company may, without obtaining any further consent from Customer, assign any of its rights, privileges or obligations under this tariff to any subsidiary, parent company or affiliate of Company; pursuant to any sale or transfer of substantially all the business of Company; or pursuant to any financing, merger or reorganization of Company.

2.10.2 Customer may, upon prior written consent of Company, assign its rights, privileges or obligations under this tariff to any subsidiary, parent company or affiliate of Customer; pursuant to any sale or transfer of substantially all the business of Customer; or pursuant to any financing, merger or reorganization of Customer. Any attempt of Customer to make any assignment, transfer, or disposition of its rights, privileges or obligations under this tariff without the consent of Company shall be null and void.

2.11 License, Agency or Partnership

No license, express or implied, is granted by Company to Customer by virtue of an agreement for the furnishing of service hereunder. Neither Customer nor any joint or authorized users shall represent or otherwise indicate to its customers or others that the Company jointly participates in the Customer's joint user's services. The relationship between Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both Company and Customer.

LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Proprietary Information

Neither Company nor Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

2.13 Promotions

Company reserves the right, from time to time, to provide promotional offerings. Company will notify Commission prior to effective date of promotions.

2.14 Waiver of Nonrecurring Charges

Company reserves the right to waive nonrecurring charges for moves, additions, and deletions.

2.15 Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company in the timeframe specified in Section 2.5.2.4 In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.15.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.15.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Pennsylvania Public Utility Commission. The address of the Commission is:

Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor  
Harrisburg, PA 17120

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2.16 Taxes

State and local sales, use and similar taxes, including gross receipts taxes, are billed as separate items and are not included in the quoted rates for local exchange or long distance telecommunications service.

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LOCAL EXCHANGE SERVICES

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SECTION 3 - APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use

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

- 3.2.1 Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local time.

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 LOCAL EXCHANGE SERVICES
 

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## SECTION 4 - SERVICE AREAS

Basic rates charged for services are listed below:

## 4.1 Exchange Access Service Areas

Exchange Access Services are provided (pursuant to Section 5.1 and Section 7. 1) in the following areas:

Exchange Areas In Which  
Basic Local Calling Service Is Available

Alexandria	Big Run	Chester Springs	Dublin	Glen Campbell
Aliquippa	Black Lick	Clairton	DuBois	Glenmoore
Allentown	Blairsville	Clarion	Eagle	Glenwillard
Altoona	Bloomsburg	Claysville	East Palestine	Green Lane
Ambridge	Boalsburg	Clearfield	Easton	Greensburg
Annville	Bolivar	Clymer	Ebensburg	Greenville
Ashland	Bradford	Collegeville	Eldred	Grove City
Austin	Brownsville	Connellsville	Elizabeth	Halifax
Avella	Buckingham	Coudersport	Ellwood City	Hamburg
Avis	Burgettstown	Cresco	Elysburg	Hamlin
Avondale	Bushkill	Cresson	Endeavor	Harleysville
Baden	California	Curwensville	Exton	Harrisburg
Barnesboro	Canonsburg	Danville	Fairchance	Hastings
Bath	Carbondale	Donora	Farmington	Hawley
Beaver Falls	Carrolltown	Downingtown	Fayette City	Hazleton
Bedminster	Carversville	Doylestown	Finleyville	Hellertown
Belle Vernon	Catasauqua	Dauphin	Fleetwood	Herminie
Bellefonte	Catawissa	Dawson	Frackville	Hollidaysburg
Bellwood	Center Point	Derry	Freeland	Homer City
Berwick	Centre Hall	Donora	Frenchville	Honesdale
Bessemer	Charleroi	Downingtown	Gaeton	Honey Brook
Bethlehem	Cherry Tree	Doylestown	Girardville	Hookstown

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<sup>1</sup> Full service versions of the Company's Exchange Access Services will be provided to Customers at Customer premises located in these areas pursuant to this tariff to the extent that: (a) the Company has in place and available network facilities extending to such premises, or (b) the Customer's premises is served by the Company's wire center at which the Company maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to unbundled exchange link facilities that the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.

## LOCAL EXCHANGE SERVICES

## SECTION 4 - SERVICE AREAS, (CONT'D.)

## 4.1 Exchange Access Service Areas, (Cont'd.)

Houtzdale	McClellandtown	Northumberland	Schuylkill Haven	West Alexander
Hummelstown	McDonald	Numidia	Schwenksville	West Chester
Huntingdon	McMurray	Oakdale	Scottdale	West Grove
Imperial	McVeytown	Olyphant	Scranton	West Middlesex
Indiana	Mechanicsburg	Orwigsburg	Shamokin	West Newton
Jeannette	Mendenhall	Osceola Mills	Sharon	Westtown
Jermyn	Mercer	Oxford	Sharpsville	White Haven
Jersey Shore	Middletown	Palmyra	Shenandoah	Wilkes-Barre
Jim Thorpe	Midland	Paris	Slatington	Williamsport
Kane	Millersville	Parkesburg	Smethport	Winburne
Kemblesville	Millheim	Parkwood	Smithfield	Woolrich
Kennett Square	Millville	Patton	Smiths Ferry	Wycombe
Kingston	Milton	Pennsburg	Smock	Wyoming
Kulpmont	Minersville	Perkasie	Snow Shoe	Yardley
Kutztown	Monesse	Perryopolis	Souderton	Youngsville
Lake Ariel	Monongahela	Philipsburg	Spring Mills	Youngwood
Lake Como	Moosic	Phoenixville	Springdale	Zelienople
Lancaster	Morrisville	Pettston	Springtown	
Landenberg	Mortonville	Plumsteadville	State College	
Landisville	Moscow	Plymouth	Strasburg	
Lansdale	Mount Carmel	Point Marion	Stroudsburg	
Latrobe	Mount Gretna	Port Allegany	Sugar Grove	
Lebanon	Mount Jewett	Portage	Sunbury	
Leeper	Mount Pleasant	Pottstown	Sykesville	
Leighton	Mount Pocono	Pottsville	Tamaqua	
Lenape	Mount Union	Pughtown	Tarentum	
Lewistown	Mountaintop	Punxsutawney	Taylor	
Ligonier	Nanticoke	Quakertown	Tidioute	
Line Lexington	Nazareth	Reading	Tionesta	
Lock Haven	Nesquehoning	Renovo	Tyrone	
Lords Valley	New Castle	Republic	Ulysses	
Lowellville	New Florence	Rew	Uniontown	
Ludlow	New Hope	Reynoldsville	Unionville	
Mahaffey	New Kensington	Riegelsville	Upper Black Eddy	
Mahanoy City	New Philadelphia	Rochester	Wallenpaupack	
Marchand	New Salem	Roulette	Wampum	
Marienville	Newfoundland	Royersford	Warren	
Marion Center	Newton	Russell	Washington	
Masontown	North Wales	Saint Clair	Washingtonville	
McAdoo	Northampton	Saxton	Weatherly	

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LOCAL EXCHANGE SERVICES

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SECTION 4 - SERVICE AREAS, (CONT'D.)

4.2 Expanded Local Calling Areas

Expanded Local Calling Areas<sup>2</sup> are associated with each Exchange Access Service provided pursuant to Section 5.1 and Section 7.1. Exchange Access Services in the following exchanges shall have the following Expanded Local Calling Areas:

Expanded Local Calling Area Exchanges

Ambridge	Elizabeth	McMurray	Westtown
Buckingham	Finleyville	Newtown	
Center Point	Herminie	North Wales	
Chester Springs	Landisville	Phoenixville	
Doylestown	Line Lexington	West Newton	

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<sup>2</sup> Rates and rate plans for Local and IntraLATA Calling Area calls placed over Company-provided Exchange Access Services are set forth in Section 7.

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LOCAL EXCHANGE SERVICES

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SECTION 5 - EXCHANGE ACCESS SERVICE

5.1 General

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- 5.1.1 receive calls from other stations on the public switched telecommunications network;
- 5.1.2 access other services offered by the Company as set forth in this tariff;
- 5.1.3 access certain interstate and international calling services provided by the Company;
- 5.1.4 access (at no additional charge) the Company's operators and business office for service related assistance;
- 5.1.5 access (at no additional charge) emergency services by dialing 0- or 911; and
- 5.1.6 access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

The following Exchange Access Services are offered:

Basic Line Service





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**LOCAL EXCHANGE SERVICES**

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**SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES****6.1 Directory Listings**

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number<sup>3</sup> in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Each Additional Listing:	N/A	N/A

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<sup>3</sup> For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

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LOCAL EXCHANGE SERVICES

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES, (CONT'D.)

6.2 Main Number Retention

6.2.1 Description

Main Number Retention is an optional feature by which a new Customer, who was formally a customer of another certificated local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Access Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

Monthly recurring and non-recurring charges apply per retained number. Rates for retained numbers may vary from area to area.

6.2.2 Rates

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
per retained Vanity number	RESERVED FOR FUTURE USE	

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**LOCAL EXCHANGE SERVICES**

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**SECTION 7 - LOCAL CALLING SERVICE****7.1 Description**

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network<sup>4</sup> beating the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

7.1.1 Basic Local Exchange Service - This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the customer's Basic Local Calling Area<sup>5</sup>. All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates.

7.1.2 Area Calling Local Exchange Service - This calling service allows the Customer limited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. Additional calls to the Basic Local Calling Area will be charged as specified in Section 7.2.1.1 following. All calls to the Area Local Calling Area 7 will be charged a per minute access charge as specified in Section 7.2.1.2 following. All calls to destinations outside the Area Calling Local Calling Area but within the same state and LATA will be charged the IntraLATA rates.

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<sup>4</sup> Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

<sup>5</sup> As specified in Bell Atlantic-PA's tariff in effect and as amended from time-to-time.

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LOCAL EXCHANGE SERVICES

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SECTION 7 - LOCAL CALLING SERVICE, (CONT'D.)

7.1 Description, (Cont'd.)

7.1.2 Area Calling Local Exchange Service, (Cont'd.)

7.1.2.1 Time Periods

Day and Night/Weekend rates apply as follows:

<u>Rates</u>	<u>From</u>	<u>To (but not including)</u>	<u>Days Applicable</u>
Day	9:00 A.M.	9:00 P.M.	Mon. - Fri.
Night/Weekend	All other days, times, and holidays.		

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

LOCAL EXCHANGE SERVICES

SECTION 7 - LOCAL CALLING SERVICE, (CONT'D.)

7.2 Rates

The rates set forth in this section apply to all direct dialed local calls. For operator-assisted local calls, the operator charges listed in Section 9.1.3 apply in addition to the charges listed below.

7.2.1 Usage Charges - Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

In addition to the line charges, Customers must choose a usage package from the following options. A combination of usage packages is not allowed on the same premises on the same account.

7.2.1.1 Option 1 - Area Calling Service

With this usage package, Customers are billed for all local calls in accordance with the usage schedule following. Local usage charges for calls will not exceed \$30.00 per business line.

7.2.1.2 Option 2 - Area Calling Service with Discount

This option includes a \$6.00 usage allowance on all calls. Local calls are billed in accordance with the usage schedule following. Billed usage charges, above the allowance, will not exceed \$24.00 per business line. The following charge is in addition to the business line rate.

Area Calling Service with Discount \$6.00

The following usage rates are applicable for all local calls and are based on airline mileage.

<u>Rate Mileage</u>	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT/WEEKEND</u>	
	<u>Initial Period</u>	<u>Each Addl. Minute</u>	<u>Initial Period</u>	<u>Each Addl. Minute</u>	<u>Initial Period</u>	<u>Each Addl. Minute</u>
0-8	\$0.0280	\$0.0160	\$0.0168	\$0.0096	\$0.0112	\$0.0064
9-13	0.0400	0.0200	0.0240	0.0120	0.0160	0.0080
14-18	0.0510	0.0270	0.0306	0.0162	0.0204	0.0108
19-23	0.0600	0.0320	0.0360	0.0192	0.0240	0.0128
24-28	0.0730	0.0370	0.0438	0.0222	0.0292	0.0148
29-38	0.0840	0.0440	0.0504	0.0264	0.0336	0.0176
39-48	0.0950	0.0480	0.0570	0.0288	0.0380	0.0192

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LOCAL EXCHANGE SERVICES

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SECTION 7 - LOCAL CALLING SERVICE, (CONT'D.)

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LOCAL EXCHANGE SERVICES

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SECTION 7 - LOCAL CALLING SERVICE, (CONT'D.)

7.2 Rates, (Cont'd.)

7.2.1 Usage Charges (Cont'd)

7.2.1.3 On-Net Usage Calling Plan

Per minute charges apply for each call.

In addition to the line charges, Customers must choose a usage package. A combination of usage packages is not allowed on the same premises on the same account.

With this usage package, Customers are billed for all local calls in accordance with the usage schedule following. Local usage charges for calls will not exceed \$24.00 per business line.



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LOCAL EXCHANGE SERVICES

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SECTION 8 - INTRALATA TOLL PRESUBSCRIPTION

8.1 IntraLATA Toll Presubscription

8.1.1 Description

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

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

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

Selection of an intraLATA toll provider by a Customer is subject to the following terms and conditions:

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LOCAL EXCHANGE SERVICES

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SECTION 8 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)

8.1 IntraLATA Toll Presubscription, (Cont'd.)

8.1.2 Free Initial Presubscription Selection Periods

8.1.2.1 Existing Customers

The Company has no existing customers, as all of its Customers will have subscribed for the Company's local exchange service after the presubscription implementation date.

8.1.2.2 New End User Customers

New end user Customers or Customers that order an additional line will be asked to select a primary ITP when they place an order for the Company's 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. In the interim, the Customer will be assigned a "No-PIC" status and will have to dial an access code to make intraLATA toll Calls.

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LOCAL EXCHANGE SERVICES

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SECTION 8 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)

8.1 IntraLATA Toll Presubscription, (Cont'd.)

8.1.2 Free Initial Presubscription Selection Periods, (Cont'd.)

8.1.2.2 New End User Customers, (Cont'd.)

Initial free selections available to new end users Customers are:

- \* Designate an ITT as their primary Carrier, thereby requiring no access code to access that ITP's service. Other Carriers are accessed by dialing 10XXX, 101XXX, or other required codes.
- \* Choose no Carrier as a primary Carrier, thus requiring 10XXX or 101XXX code dialing to access all ITPs. This choice can be made by directly contacting the Company. In addition, new end user Customers that do not select a preferred Carrier will be assigned a "No-PIC" status.

Following a new end user Customer's initial free selection, any subsequent selection made following implementation of intraLATA toll presubscription is subject to a nonrecurring charge as set forth in Section 8.2 herein.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 8 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)****8.1 IntraLATA Toll Presubscription, (Cont'd.)****8.1.3 ITP Feature Group D Discontinuance**

If an ITP elects to discontinue FGD service after implementation of the intraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users who have selected the canceling ITP as their preferred intraLATA toll provider. The ITP must inform its end user customers that it is canceling its FGD service, request that the end user customer select a new ITT, and state that the canceling ITP will pay the PIC change charge in accordance with the provisions of this tariff. The ITP must provide written notification to the Company that this activity has taken place.

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

**8.1.4 Unauthorized PIC Change Charges**

An unauthorized PIC change is a change in the presubscribed intraLATA toll provider that the end user Customer denies authorizing. PIC disputes for end user Customers are resolved through an investigative process similar to that set forth in Section 2.15 of this tariff.

If an unauthorized change in intraLATA presubscription occurs, the ITP making the unauthorized change will be assessed a charge for unauthorized change in presubscription to compensate the Company for costs incurred. In addition, the ITP will be assessed the applicable PIC Change Charge for returning the end user to their preferred intraLATA toll provider.

If an unauthorized change in intraLATA toll presubscription and interLATA presubscription occurs at the same time, on the same line, and the presubscribed ITT is the same carrier for intraLATA and interLATA, unauthorized and PIC Change Charges as provided herein and in the Company's corresponding F.C.C. Tariff will apply.

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LOCAL EXCHANGE SERVICES

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SECTION 8 - INTRALATA TOLL PRESUBSCRIPTION, (CONT'D.)

8.1 IntraLATA Toll Presubscription, (Cont'd.)

8.1.5 Equal Access Recovery Charge

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

8.1.6 End User Customer Charge Discrepancy

When a discrepancy is determined regarding an end user Customer's designation of a preferred intraLATA toll Carrier, the following rules will apply, depending upon the situation described:

- \* A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Company.
- \* If an end user Customer denies requesting a change in intraLATA toll presubscription as submitted by an ITP, and the ITP is unable to produce a letter of authorization signed by the end user Customer, the ITP will be assessed all applicable change charges tariffed herein. The ITP will also be assessed the intraLATA toll presubscription change charge as specified herein, which was previously billed to the end user.

8.1.7 Verification of Orders

Neither the ITP nor the Company shall submit a PIC change order generated by outbound telemarketing or other sales practices unless and until the order has first been confirmed in accordance with the F.C.C.'s current anti-slamming practices and procedures.

8.2 Rate

Per Charge (after initial free selection): \$5.00

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LOCAL EXCHANGE SERVICES

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SECTION 9 - MISCELLANEOUS SERVICES

9.1 Operator Services

9.1.1 Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines.

9.1.2 Definitions

Person-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station - Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Operator Dialed Charge - The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

Billed to Non-Proprietary Calling Card - Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

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 LOCAL EXCHANGE SERVICES
 

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## SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

## 9.1 Operator Services, (Cont'd.)

## 9.1.3 Rates

Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Section 7, preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 9.2.3 and Section 9.1.3 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

	<u>Per Call Charges</u>
Person-to-Person (Customer Dialed)	\$3.00
Station-to-Station (Customer Dialed)	\$2.00
Operator Dialed Charge (applies in addition to other operator charges)	\$2.00
Billed to Non-Proprietary Calling Card (additional surcharge)	\$0.60
Partially Automated Surcharge (applies in addition to other operator charges)	N/A
Directory Assistance	\$0.40*
Directory Assistance Call Completion Service	\$0.30

\* This charge will be assessed after the two free Directory Assistance calls per month have been exhausted by the Customer.

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LOCAL EXCHANGE SERVICES

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SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

9.2 Busy Line Verify and Line Interrupt Service

9.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

9.2.1.1 The operator will determine if the line is clear or in use and report to the calling party.

9.2.1.2 The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

9.2.2 Regulations

9.2.2.1 A charge will apply when:

9.2.2.1.1 The operator verifies that the line is busy with a call in progress.

9.2.2.1.2 The operator verifies that the line is available for incoming calls.

9.2.2.1.3 The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.



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LOCAL EXCHANGE SERVICES

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SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

9.2 Busy Line Verify and Line Interrupt Service, (Cont'd.)

9.2.2 Regulations, (Cont'd.)

9.2.2.2 No charge will apply:

9.2.2.2.1 When the calling party advises that the call is to or from an official public emergency agency.

9.2.2.2.2 Under conditions other than those specified in 10.2.2.1 preceding.

9.2.2.3 Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

9.2.2.4 The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

9.2.3 Rates

Busy Line Verify Service (each request) \$2.00

Busy Line Verify and Busy Line Interrupt Service (each request) \$2.00

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 LOCAL EXCHANGE SERVICES
 

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## SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

## 9.3 Service Implementation

## 9.3.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

## 9.3.2 Rates

	<u>Resold Non-Recurring</u>	<u>On-Net Non-Recurring</u>
per service order	N/A	\$30.00

## 9.4 Restoration of Service

## 9.4.1 Description

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

## 9.4.2 Rates

	<u>Resold Non-Recurring</u>	<u>On-Net Non-Recurring</u>
per occasion	N/A	\$24.00

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 LOCAL EXCHANGE SERVICES
 

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## SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

## 9.5 Charges for Connecting or Changing Service

	<u>Resold</u> <u>Non-Recurring</u>	<u>On-Net</u> <u>Non-Recurring</u>
<u>Line Connection Charge</u>		
Applies per exchange access line or trunk		
First Line	N/A	\$35.00
Each Addl. Line	N/A	\$35.00
<u>Line Change Charge</u>		
Applies per exchange access line or trunk		
First Line	N/A	\$25.20
Each Addl. Line	N/A	\$25.20
<u>Secondary Service Charge</u>		
Applies per customer request		
Each	RESERVED FOR FUTURE USE	
<u>Premises Work Charge</u>		
First 15-minute increment or fraction thereof		
Per increment	N/C	
Each Addl. 15-minute increment or fraction thereof		
Per increment	N/C	



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**LOCAL EXCHANGE SERVICES**

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**SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)**

## 9.8 Lifeline Service

## 9.8.1 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.

## 9.8.2 Regulations

9.8.2.1 Where the Company provides Residential service, Lifeline Service is available to qualified Residential customers and is provided via a Residential individual Dial Tone Line. Lifeline Service is limited to only one Service per qualified Customer or household. A potential Lifeline Customer who has an outstanding final bill for telephone service which is less than four (4) years old must pay the entire balance of any Basic Service final bill before being eligible for Lifeline Service.

9.8.2.2 Residential 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:

1. One-Party Residential Unlimited Service and Local Measured Service, if available;
2. One Directory Listing (standard only);
3. Non-Published or Non-Listed Telephone Number Service;
4. Access to Directory Assistance Service;
5. Touch Tone Calling Service;
6. Access to Message Toll Telephone Service and Optional Dial Station-to-Station Calling Plan Services. However, the Residential Lifeline Dial Tone Line will be blocked from dial station access to 976/556/900 and any other type of Audiotex Service;
7. Access to Operator Services;
8. Voluntary Toll Restriction Option;
9. Link Up America (if eligible);
10. Access to 800/888 Services;

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LOCAL EXCHANGE SERVICES

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SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

9.8 Lifeline Service, (Cont'd.)

9.8.2 Regulations, (Cont'd.)

9.8.2.2 (Cont'd.)

11. Access to Call Trace;
12. Access to Alerting and Reporting Systems (911 dialing);
13. Access to the Pennsylvania Telecommunications Relay Service; 14. Caller ID Per-Call and Per-Line Blocking;
15. One optional vertical service (when a Lifeline Customer subscribes to the Company's or a private vendor's voice mail service as the optional vertical service, a second vertical service may be added if necessary to make the voice mail service function).

9.8.2.3 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:

1. Temporary Assistance for Needy Families ("TANF")
2. General Assistance ("GA")
3. Supplemental Security Income ("SSI")
4. Medicaid
5. Food Stamps
6. 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 SERVICES**

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**SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)**

## 9.8 Lifeline Service, (Cont'd.)

## 9.8.2 Regulations, (Cont'd.)

- 9.8.2.4 Lifeline Service will be provided to a Customer only so long as such Customer continues to meet the participation and certification guidelines 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 no longer is a participant in the DPW programs above or otherwise low income eligible, the Customer will be notified (by telephone or letter) that the Lifeline Service rate no longer is available. Within the stated Customer notification period (ten (10) working days from the date of the notification), the Customer can contact the Company to negotiate new Dial Tone Service arrangements at applicable tariff rates (no connection charges will apply for existing services or options retained). If the Customer does not contact the Company by the end of the notification period, the Lifeline Service will be changed to applicable Exchange Area Dial Tone Line service at existing tariff rates (no connection charges will apply to existing services or options retained). Upon contacting the Company, the Customer will have ten (10) working days to complete the low income certification or recertification process in order to retain Lifeline Service.
- 9.8.2.5 A Lifeline Service Customer may not subscribe to any other type of Residential Local Exchange Service at the same or other premises. Lifeline Service will not be provided via Foreign Exchange or Foreign Central Office Service arrangements.
- 9.8.2.6 Only services listed in 7.1.1 above will be provided to Lifeline Customers. All other premium services offered by the Company will not be available.
- 9.8.2.7 Lifeline Service Customers are required to apply for the Link Up America benefit when applicable.

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LOCAL EXCHANGE SERVICES

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SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

9.8 Lifeline Service, (Cont'd.)

9.8.2 Regulations, (Cont'd.)

- 9.8.2.8 Customer requested temporary suspension of Lifeline Service is not permitted.
- 9.8.2.9 Lifeline Service does not apply to applicants who are full time students living in university or college controlled housing.
- 9.8.2.10 The Applicant must not be a dependent for Federal Income Tax purposes, unless he or she is 60 years of age or older.
- 9.8.2.11 Lifeline Customers are subject to all Residential service regulations in this and other tariffs of the Company.
- 9.8.2.12 Residential Lifeline Service cannot be resold by the Lifeline Customer or the Lifeline Customer's agent(s).
- 9.8.2.13 Resale of Lifeline Services are subject to wholesale rate obligations under Section 251(c)(4) of the Telecommunications Act of 1996.
- 9.8.2.14 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.
- 9.8.2.15 Any Lifeline Customer who has a past due balance of Toll Charges will be treated with the appropriate Chapter 64 regulations. The Residential Toll Restoral Charge applies to Lifeline Customers who are suspended for nonpayment and who subsequently pay their outstanding toll charges and request toll restoral. If a Lifeline Customer is toll restricted for a second occurrence, the company may, at its discretion, place the Lifeline Customer on permanent toll restriction.
- 9.8.2.16 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 SERVICES

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SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

9.8 Lifeline Service, (Cont'd.)

9.8.3 Dial Tone Monthly Rate

9.8.3.1 Applicable Residence Dial Tone monthly rate minus \$1.75<sup>1</sup>

9.8.3.2 Lifeline Service customers will pay the applicable Subscriber Line Charge monthly rate minus \$3.50<sup>1,2</sup>

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

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<sup>1</sup> 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.

<sup>2</sup> \$4.35 for Interstate Price cap Companies per FCC CALLS Order (FCC 00-193, May 31, 2000)

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**LOCAL EXCHANGE SERVICES**

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**SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)****9.9 Link Up America Service****9.9.1 Description**

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

**9.9.2 Regulations**

Where the Company provides Residential Service, Link Up America is available to Residential Customers who meet the following eligibility criteria:

9.9.2.1 The Applicant must not be a dependent for Federal Income Tax purposes, unless he or she is sixty (60) years of age or older. The Applicant must self-certify this requirement.

9.9.2.2 An Applicant for Link Up America Service must be a current participant in one of the following Pennsylvania 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 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 DPW Link Up America Service Programs:**

1. Temporary Assistance for Needy Families ("TANT")
2. General Assistance ("GA")
3. Supplemental Security Income ("SSI")
4. Medicaid
5. Food Stamps
6. Low Income Home Energy Assistance Program ("LIHEAP")

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LOCAL EXCHANGE SERVICES

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SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

9.9 Link Up America Service, (Cont'd.)

9.9.2 Regulations, (Cont'd.)

9.9.2.2 (Cont'd)

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

9.9.2.3 The Link Up America discount is applicable to one access line (dial tone line) when applied to the installation or relocation of main service at a Customer's principal residence.

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

9.9.2.5 Service will not be established at discounted rates prior to receipt of certification. Service will be established at full service connection charges. If certification is received within 60 days of original application, credit will be applied to provide the Link Up America discount.

9.9.2.6 The Link Up America discount does not apply to Applicants who are fulltime students living in university or college-controlled housing.

9.9.3 Rates

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

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LOCAL EXCHANGE SERVICES

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SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

9.10 Pennsylvania Relay Services

9.10.1 Description

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

9.10.2 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 Pennsylvania Public Utility Commission ("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 issues on or after July 1, 2000.

Per residence access line, per month:	\$0.07
Per business line, per month:	\$0.10

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

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LOCAL EXCHANGE SERVICES

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SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

9.10 Pennsylvania Relay Services, (Cont'd.)

9.10.3 Rates

Local calls will be charged at the applicable local flat rate or local measured service rate, except for calls originating from Pay Telephones, which 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 rates in the Pennsylvania Telephone Association Toll Tariff PA P.U.C. No. 10. This Company concurs in this tariff.

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

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

9.11 911 Emergency Services

9.11.1 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.

9.11.2 General principles

The Company will comply with county/municipality 911 protocols.

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LOCAL EXCHANGE SERVICES

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SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

9.11 911 Emergency Services, (Cont'd.)

9.11.3 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 nonpublished 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.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)**

## 9.11 911 Emergency Services, (Cont'd.)

## 9.11.4 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 2.3 of this tariff.

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, suits, 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.

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LOCAL EXCHANGE SERVICES

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SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

9.11 911 Emergency Services, (Cont'd.)

9.11.4 Liability and Indemnification (Cont'd)

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.

Notwithstanding any provision to the contrary, the Company is not liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

The Company shall not have any liability or responsibility for any losses, costs, expenses, claims, liabilities or damages resulting from the Customer's failure to comply with the Company's requirements regarding 911 Service. The Company shall be indemnified by the Customer from any losses, costs, expenses, claims, liabilities or damages, including, but not limited to, third party claims resulting from the Customer's failure to comply with the 911 Service requirements set forth in this tariff.

9.11.5 Insurance

The Company shall, at its sole cost and expense, procure and maintain in full force and effect, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. The insurance shall provide for at least thirty (30) days prior written notice to be given in the event coverage is materially changed, canceled or non-renewed.



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LOCAL EXCHANGE SERVICES

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SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

9.11 911 Emergency Services, (Cont'd.)

9.11.6 General Liability Insurance

9.11.6.1 Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations.

9.11.6.2 Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees and volunteers as additional insured's; cross liability; and broad form property damage (including completed operations).

9.11.7 Service Interruptions

The Company will give 911 service interruptions a priority one classification.

In the event of a failure of all trunks to the 911 tandem, or in the event of a failure of the 911 tandem itself, the following procedure will be used:

A local default PSAP 10 digit emergency telephone number, provided by the local 911 agency, will be route index assigned and translated for forwarding 911 Calls to the default PSAP. If the local PSAP does not make available a 10 digit emergency telephone number, then the Company will arrange with the ILEC to purchase a 10 digit number that will directly connect the Company's OMC to such local PSAP's 911 operators in the event of a tandem or trunking failure. Upon notification of a tandem or trunking failure, the OMC will redirect the 911 Calls from the route index of the 911 trunks to the route index of the local default PSAP 10 digit emergency telephone number. This procedure will allow the re-routed 911 Calls to be completed over the PSTN.

9.11.8 911 Emergency Services Charge

Customers will be assessed a recurring monthly line item fee to compensate the Public Safety Answering agency ("PSAA") for the provision of E911 Service. This fee may vary, depending on the locality in which the Customer is located. The Company will remit this fee, on a monthly basis, to the PSAA.

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LOCAL EXCHANGE SERVICES

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SECTION 10 - SPECIAL ARRANGEMENTS

10.1 Special Construction

10.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- 10.1.1.1 non-recurring type charges;
- 10.1.1.2 recurring type charges;
- 10.1.1.3 termination liabilities; or
- 10.1.1.4 combinations thereof.

10.1.2 Termination Liability

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

- 10.1.2.1 The termination liability period is the estimated service life of the facilities provided.
- 10.1.2.2 The amount of the maximum termination liability is equal to the estimated amounts for:

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LOCAL EXCHANGE SERVICES

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SECTION 10 - SPECIAL ARRANGEMENTS, (CONT'D)

10.1 Special Construction, (Cont'd.)

10.1.2 Termination Liability

10.1.2.2 (Cont'd.)

10.1.2.2.1 Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

- (A) equipment and materials provided or used,
- (B) engineering, labor and supervision,
- (C) transportation, and
- (D) rights-of-way;

10.1.2.2.2 license preparation, processing, and related fees;

10.1.2.2.3 tariff preparation, processing, and related fees;

10.1.2.2.4 cost of removal and restoration, where appropriate; and

10.1.2.2.5 any other identifiable costs related to the specially constructed or re-arranged facilities.

10.1.2.3 The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 10.1.2.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 10.1.2.2 preceding shall be adjusted to reflect the re-determined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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LOCAL EXCHANGE SERVICES

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SECTION 10 - SPECIAL ARRANGEMENTS, (CONT'D)

10.2 Individual Case Basis (ICB) Arrangements

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

10.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

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LOCAL EXCHANGE SERVICES

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SECTION 11 - SERVICE TERRITORY MAPS

11.1 Service Territory Maps

Company intends to provide its telecommunications services in those areas set forth in the maps included in the tariffs of Verizon - Pennsylvania LLC, Verizon - North LLC, and United Telephone Co. d/b/a CenturyLink on file with the Commission.

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