

**North Penn Long Distance Corporation d/b/a Empire Access  
Services COMPETITIVE LOCAL EXCHANGE CARRIER  
Regulations and Schedule of Charges**

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO COMMUNICATIONS SERVICES WITHIN  
THE STATE OF PENNSYLVANIA WITHIN  
THE TERRITORY COMMONWEALTH TELEPHONE COMPANY d/b/a FRONTIER  
COMMUNICATIONS COMMONWEALTH TELEPHONE

The company will mirror the exchange boundaries as stated in the tariffs of Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth TELEPHONE PA P.U.C. NOS. 23 and 24

The Company's tariff is in concurrence with all applicable State and Federal Laws (including but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Issued: January 28, 2014

Issued By: Brian Wagner, Chief Operating Officer  
34 Main Street  
Prattsburgh, NY 14873

Effective: January 29, 2014

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 Competitive Local Exchange Carrier
 

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## CHECK SHEET

## List of Changes made by this Supplement

Section	Page	Revision	Section	Page	Revision	Section	Page	Revision
Title	1	1 <sup>ST</sup> Revised	C 3	1	Original	6	1	Original
T of C	1	1 <sup>ST</sup> Revised	C 3	2	Original	6	2	Original
T of C	2	Original	3	3	Original	6	3	Original
T of C	3	Original	4	1	Original	6	4	Original
T of C	4	Original	4	2	Original	6	5	Original
T of C	5	Original	4	3	Original	6	6	Original
T of C	6	Original	4	4	Original	6	7	Original
T of C	7	Original	4	5	Original	6	8	Original
T of C	8	Original	4	6	Original	6	9	Original
1	1	Original	4	7	Original	6	10	Original
2	1	Original	4	8	Original	6	11	Original
2	2	Original	4	9	Original	6	12	Original
2	3	Original	4	10	Original	6	13	Original
2	4	Original	4	11	Original	7	1	Original
2	5	Original	4	12	Original	7	2	Original
2	6	Original	4	13	Original	7	3	Original
2	7	Original	4	14	Original	7	4	Original
2	8	Original	4	15	Original	8	1	Original
2	9	Original	4	16	Original	8	2	Original
2	10	Original	4	17	Original	8	3	Original
2	11	Original	5	1	Original	8	4	Original
2	12	Original	5	2	Original	8	5	Original
2	13	Original	5	3	Original	8	6	Original
2	14	Original	5	4	Original	9	1	Original
2	15	Original	5	5	Original	9	2	Original
2	16	Original	5	6	Original	9	3	Original
2	17	Original				10	1	Original
2	18	Original				10	2	Original
2	19	Original				10	3	Original
2	20	Original						
2	21	Original						
2	22	Original						
2	23	Original						

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Competitive Local Exchange Carrier

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TABLE OF CONTENTS

Section 1 – Application of Tariff

1.1 Application of Tariff ..... 1

    1.1.1 Service Territory ..... 1

Section 2 – General Rules and Regulations

2.1 Use of Facilities and Services ..... 1

    2.1.1 Obligation of Company ..... 1

    2.1.2 Limitations on Liability ..... 2

    2.1.3 Use of Service ..... 3

    2.1.4 Use and Ownership of Equipment ..... 3

    2.1.5 Directory Errors ..... 3

2.2 Minimum Period of Service ..... 5

2.3 Payment for Services Rendered ..... 6

    2.3.1 Responsibility for All Charges ..... 6

    2.3.2 Deposits ..... 6

    2.3.3 Payment of Charges ..... 8

    2.3.4 Return Check Charge ..... 9

    2.3.5 Return Payment Charge ..... 9

    2.3.6 Late Payment Charges ..... 9

2.4 Installation Service ..... 10

2.5 Access to Customer's Premises ..... 10

2.6 Provision for Local Taxes and Fees ..... 11

    2.6.1 General ..... 11

Competitive Local Exchange Carrier

---

TABLE OF CONTENTS (Continued)

Section 2 – General Rules and Regulations (Continued)

2.7 Suspension or Termination of Service ..... 12

    2.7.1 Suspension or Termination for Nonpayment ..... 12

    2.7.2 Exceptions to Suspension and Termination ..... 12

    2.7.3 Verification of Nonpayment ..... 14

    2.7.4 Termination for Cause Other Than Nonpayment ..... 15

    2.7.5 Emergency Termination of Service ..... 18

2.8 Allowances for Interruptions in Service ..... 19

    2.8.1 Credit for Interruptions ..... 19

    2.8.2 Limitations on Credit Allowances ..... 21

2.9 Automatic Number Identification ..... 22

    2.9.1 Regulations ..... 22

Section 3 – Connection Charges

3.1 Connection Charge ..... 1

    3.1.1 General ..... 1

    3.1.2 Exceptions to the Charge ..... 1

3.2 Restoral Charge ..... 2

3.3 Moves, Adds and Changes ..... 2

3.4 Charges Associated with Premises Visits - Trouble Isolation Charge ..... 3

3.5 Primary Interexchange Carrier (PIC) Change Charge ..... 3

Competitive Local Exchange Carrier

TABLE OF CONTENTS (Continued)

Section 4 - Supplemental Services

- 4.1. Custom Calling Service..... 1
  - 4.1.1 General ..... 1
  - 4.1.2 Description of Features ..... 1
  - 4.1.3 Rates and Charges ..... 4
- 4.2. CLASS Services..... 5
  - 4.2.1 General ..... 5
  - 4.2.2 Description of Features ..... 5
  - 4.2.3 Call ID Blocking ..... 8
  - 4.2.3 Rates and Charges ..... 11
- 4.3. Service and Promotional Trials ..... 12
  - 4.3.1 General ..... 12
  - 4.3.2 Regulations ..... 12
- 4.4. Directory Assistance Service..... 13
  - 4.4.1 General ..... 13
  - 4.4.2 Regulations ..... 13
  - 4.4.3 Rates ..... 13
- 4.5. Voice Mail Service..... 14
  - 4.5.1 General ..... 14
  - 4.5.2 Features ..... 14
  - 4.5.3 Regulations ..... 15
  - 4.5.4 Rates ..... 15
- 4.6. Blocking Service ..... 16
  - 4.6.1 General..... 16
  - 4.6.2 Regulations ..... 17

Competitive Local Exchange Carrier

TABLE OF CONTENTS (Continued)

Section 5 - Service Offerings

- 5.1 General ..... 1
- 5.2 Residential Local Service..... 1
- 5.3 Comercial Local Service..... 5

Section 6 - Special Services and Programs

- 6.1 Pennsylvania Telecommunications Relay Service ..... 1
- 6.2 Universal Emergency Telephone Number Service (911)..... 4
  - 6.2.1. Glossary of Terms ..... 4
  - 6.2.2. General..... 5
  - 6.2.3 Regulations..... 6
- 6.3 Toll Presubscription ..... 9
  - 6.3.1 General..... 9
  - 6.3.2 Presubscription Charge Application ..... 10
  - 6.3.3 End User Charge Discrepancy..... 11
  - 6.3.4 PIC Switchback Option..... 12
- 6.4 RESERVED FOR FUTURE USE ..... 13

Section 7 - Special Arrangements

- 7.1 Special Construction ..... 1
  - 7.1.1 Basis for Charges..... 1
  - 7.1.2 Basis for Cost Computation..... 1
  - 7.1.3 Termination Liability..... 2
- 7.2 Non-Routine Installation and/or Maintenance ..... 4
- 7.3 Individual Case Basis (ICB) Arrangements..... 4

---

Competitive Local Exchange Carrier

---

TABLE OF CONTENTS (Continued)

Section 8 – Service and Calling Areas

8.1 Service Area ..... 1

8.1 Calling Areas ..... 2

Section 9 – Rates and Charges ..... 1

Section 10 – Explanation of Terms ..... 1

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Competitive Local Exchange Carrier

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EXPLANATION OF NOTES

- (C) Indicates Changed Regulation
- (I) Indicates Rate Increase
- (D) Indicates Rate Decrease

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LIST OF MODIFICATIONS

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Section 1 - APPLICATION OF TARIFF

1.1 Application of Tariff

This Tariff sets forth the regulations and rates applicable to services provided by North Penn Access, as follows:

The furnishing of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of Pennsylvania.

1.1.1 Service Territory

North Penn Access will provide service within all the exchanges in territory of Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company in the state of Pennsylvania.

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Competitive Local Exchange Carrier

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## Section 2 - GENERAL RULES AND REGULATIONS

### 2.1 USE OF FACILITIES AND SERVICE

#### 2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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Competitive Local Exchange Carrier

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## Section 2 - GENERAL RULES AND REGULATIONS (Continued)

## 2.1 USE OF FACILITIES AND SERVICE (Continued)

## 2.1.2 Limitations on Liability

## a. Indemnification by Customer

The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer. In the event any such infringing use is enjoined, the customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

## b. Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment or premises wire.

## c. Use of Facilities of Other Companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

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Competitive Local Exchange Carrier

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Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.1 USE OF FACILITIES AND SERVICE (Continued)

2.1.3 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

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Competitive Local Exchange Carrier

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## Section 2 - GENERAL RULES AND REGULATIONS (Continued)

## 2.1 USE OF FACILITIES AND SERVICE (Continued)

## 2.1.5 Directory Errors (Continued)

- 1) Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of one times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 2) Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 3) Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)
- 4) Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
- 5) Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.

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## Section 2 - GENERAL RULES AND REGULATIONS (Continued)

## 2.1 USE OF FACILITIES AND SERVICE (Continued)

## 2.1.5 Directory Errors

- 6) Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

## 2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.3.2 Deposits

Any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation.



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Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.3 PAYMENT FOR SERVICE RENDERED (Continued)

2.3.2 Deposits (Continued)

a. Interest on Deposits

Simple interest at the rate of 6% shall be credited or paid to the customer while the Company holds the deposit.

b. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.

c. Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

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## Section 2 - GENERAL RULES AND REGULATIONS (Continued)

## 2.3 PAYMENT FOR SERVICE RENDERED (Continued)

## 2.3.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If paid by U.S. Mail, the date of the postmark will be considered the date of payment. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded.

The due date for payment of a bill may be no less than 20 days from the date of transmittal; that is, the date of mailing or physical delivery to the customer.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

The Company will comply with Chapter 64: Standards and Billing Practices for Residential Telephone Service. The Bureau of Consumer Services has primary jurisdiction over residential complaints in this tariff.

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## Section 2 - GENERAL RULES AND REGULATIONS (Continued)

## 2.3 PAYMENT FOR SERVICE RENDERED (Continued)

## 2.3.3 Payment of Charges (Continued)

In the case of unresolved disputes the customer may contact the Bureau of Consumer Services at the following address:

The Bureau of Consumer Services  
The Pennsylvania P.U.C.  
P.O. Box 3265  
Harrisburg, PA 17120  
Telephone No: 1-800-962-7380

## 2.3.4 Return Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge as listed in the Rates and Charges section of this tariff. This charge will be in addition to any charges assessed by any bank.

## 2.3.5 Return Payment Charge

When any form of payment, other than a check, that has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Payment Charge as listed in the Rates and Charges section of this tariff. This charge will be in addition to any charges assessed by any bank.

## 2.3.6 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.25% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.

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Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.3 PAYMENT FOR SERVICE RENDERED (Continued)

2.3.6 Late Payment Charges(Continued)

- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.

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Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.4 INSTALLATION SERVICE

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit.

2.5 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.6 PROVISION FOR CERTAIN LOCAL TAXES AND FEES

2.5.1 General

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to, Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

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Competitive Local Exchange Carrier

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Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.7 SUSPENSION OR TERMINATION OF SERVICE

2.7.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- a. Suspension will not be made until at least 7 days after written notification has been mailed to the customer.
- b. Termination shall not be made until at least 10 days after suspension of service.

Telephone service shall only be suspended between 8:00 AM and 7:30 PM, on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

2.7.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for service which has not been rendered;

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Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.7 SUSPENSION OR TERMINATION OF SERVICE

2.7.2 Exceptions to Suspension and Termination (continued)

- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.



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Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Continued)

2.7.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the Public Utility Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

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Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Continued)

2.7.4 Termination for Cause Other Than Nonpayment

a. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification.

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Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Continued)

2.7.4 Termination for Cause Other Than Nonpayment (Continued)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

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Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Continued)

2.7.4 Termination for Cause Other Than Nonpayment (Continued)

c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
  - a. No charge shall apply for the period during which service had been terminated, and
  - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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Competitive Local Exchange Carrier

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Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Continued)

2.7.4 Termination for Cause Other Than Nonpayment (Continued)

d. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.7.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

## Section 2 - GENERAL RULES AND REGULATIONS (Continued)

## 2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

## 2.8.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
  - i. if interruption continues for less than 24 hours:
    - a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
    - b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
  - ii. if interruption continues for more than 24 hours:
    - a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.

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Competitive Local Exchange Carrier

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## Section 2 - GENERAL RULES AND REGULATIONS (Continued)

## 2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Continued)

## 2.8.1 Credit for Interruptions (Continued)

- c. (cont'd)
  - ii. (cont'd)
    - b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

## d. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

## e. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

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Competitive Local Exchange Carrier

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Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Continued)

2.8.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- b. interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- c. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d. interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- e. interruptions of service due to circumstances or causes beyond the control of the Company.



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Competitive Local Exchange Carrier

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## Section 2 - GENERAL RULES AND REGULATIONS (Continued)

## 2.9 AUTOMATIC NUMBER IDENTIFICATION

## 2.9.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- a. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- b. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- c. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- d. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- e. Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.

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Competitive Local Exchange Carrier

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Section 3 - CONNECTION CHARGES

3.1 CONNECTION CHARGE

3.1.1 General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

3.1.2 Exceptions to the Charge

- a. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- b. The Company may from time to time waive or reduce the charge as part of a promotion.

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Competitive Local Exchange Carrier

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## Section 3 - CONNECTION CHARGES (Continued)

## 3.2 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Tariff.

## 3.3 MOVES, ADDS AND CHANGES

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

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Competitive Local Exchange Carrier

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Section 3 - CONNECTION CHARGES (Continued)

3.4 CHARGES ASSOCIATED WITH PREMISES VISIT

Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

3.5 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's intraLATA or interLATA service after the initial installation of service.

## Section 4 - SUPPLEMENTAL SERVICES

### 4.1 CUSTOM CALLING SERVICE

#### 4.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

#### 4.1.2 Description of Features

##### a. Three Way Calling

This service allows an existing call to be held while a second telephone call is made and then added to the existing connection. The customer pays for calls placed from his/her telephone to the other telephone on the connection.

##### b. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer pre-designated number when the called number is busy.

Call Forwarding - No Answer automatically reroutes an incoming call to a customer pre-designated number when the called number does not answer within the number of rings programmed by the Company.

## Section 4 - SUPPLEMENTAL SERVICES (Continued)

## 4.1 CUSTOM CALLING SERVICE (Continued)

## 4.1.2 Description of Features (Continued)

## c. Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers.

Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

## d. Distinctive Ringing

Distinctive Ringing enables a customer to have additional telephone numbers associated with a single access line. The designated primary number will receive a normal ringing pattern and the other numbers will have their own distinctive ring for the identification of incoming calls. One standard alphabetical listing will be provided for each number assigned to a customer. The customer is responsible for all charges billed to any assigned telephone numbers.

## e. Speed Dialing

This service permits the dialing of pre-selected telephone numbers by means of an abbreviated code. This feature is available in either an 8-number or 30-number capacity.

## Section 4 - SUPPLEMENTAL SERVICES (Continued)

### 4.1 CUSTOM CALLING SERVICE (Continued)

#### 4.1.2 Description of Features (Continued)

f. Automatic Busy Redial

This service allows a customer to automatically redial the telephone of the most recent incoming call. This feature works only with calls placed within a common central office switch. The customer activates the feature using a touch-calling phone. If the called number is busy, the call will be attempted for a maximum of 30 minutes without tying up the called party's telephone. When the called party's telephone line becomes idle and the customer's line is available to complete the call, then a distinctive ringing signal will alert the customer that the call can be completed. When the customer picks up the telephone after the ring back signal, the call is automatically dialed to the called party. The customer may place and receive regular calls while the busy line is being monitored.

g. Do Not Disturb

Do Not Disturb (DND) allows a customer to prevent incoming calls from ringing their line by diverting them to a tone or recorded announcement (determined by Company facility specifications). A personal identification number (PIN) is provided to the customer, which will override the DND feature and allow the call to ring to the premises.

## Section 4 - SUPPLEMENTAL SERVICES (Continued)

### 4.1 CUSTOM CALLING SERVICE (Continued)

#### 4.1.3 Rates and Charges

##### .1 Monthly Rates

See Rates and Charges in Section 9

##### .2 Connection Charges

Connection charges may apply when a customer requests connection to one or more custom calling features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

##### .3 Trial Period

The Company may elect to offer a free or reduced rate trial of any new custom calling feature(s) to prospective customers within 90 days of the establishment of the new feature. See 4.3, Service and Promotional Trials, below.



## Section 4 - SUPPLEMENTAL SERVICES (Continued)

### 4.2 CLASS SERVICES

#### 4.2.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all CLASS services. Transmission levels may not be sufficient in all cases.

#### 4.2.2 Description of Features

##### a. Call ID

The Call ID feature allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and or screen incoming calls. Call ID records the name, number, date and time of each incoming call - including calls that aren't answered by the customer. Call ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the customer to provide the necessary CPE.

##### b. Automatic Redial

The Automatic Redial feature allows a customer to automatically redial the last number dialed. This is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the customer.

The Automatic Redial feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the customer is notified of the connected call via a distinctive ring.

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## Section 4 - SUPPLEMENTAL SERVICES (Continued)

### 4.2 CLASS SERVICES (Continued)

#### 4.2.2 Description of Features (Continued)

##### b. Automatic Redial (Continued)

The following types of calls cannot be Automatically Redialed:

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

##### c. Customer Originated Trace

Customer Originated Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the customer can use this application to combat nuisance calls.

##### d. Call Return

Call Return allows a customer to automatically return the most recent incoming call, even if it is not answered. This is accomplished by the customer activating a code. If a line is found busy, a 30-minute queuing process begins within which the network automatically attempts to complete the call. This is done without tying up the called party's telephone line.

A distinctive ringing signal will alert the customer when the call can be completed. When the customer picks up the telephone after the ring back signal, the call is automatically dialed to the called party. The customer may place and receive regular calls while the busy line is being monitored.

## Section 4 - SUPPLEMENTAL SERVICES (Continued)

## 4.2 CLASS SERVICES (Continued)

## 4.2.2 Description of Features (Continued)

## e. Selective Call Acceptance

Selective Call Acceptance allows the customer to store a limited quantity of directory numbers in screening lists for the purpose of accepting certain incoming calls. When the special call-screening feature is activated, only those calls that originate from directory numbers contained in the screening lists are accepted. Customers that are not on the list are denied acceptance and are notified to that effect by an announcement.

## f. Call ID and Name

Calling Number and Name Identification Service is the identical service as described in Section 4.2.2.a Call ID, with one addition. This service displays not only the telephone number but also the name of the subscriber as listed in the directory.

## g. Anonymous Call Rejection

Where available, Anonymous Call Rejection (ACR) allows a customer subscribing to Call ID or Call ID and Name to reject calls automatically if the calling party is using either per call blocking or per line blocking. Customers subscribing to Call ID or Call ID and Name service may activate or deactivate ACR by dialing an appropriate code. With ACR activated, the called party's phone will not ring, and the calling party will hear an announcement advising that the anonymous call will not be accepted. There will be no charge to the calling party for anonymous calls thus rejected. Upon customer request, ACR will be removed from a customer's line without charge. A Record Order Charge will apply to add ACR capability back onto a customer's line after it has been removed.

## Section 4 - SUPPLEMENTAL SERVICES (Continued)

### 4.2 CLASS SERVICES (Continued)

#### 4.2.2 Description of Features (Continued)

##### h. Call ID on Call Waiting

Call ID on Call Waiting service is an enhanced form of Call Waiting that gives customers the ability to receive Call ID information (number only) for a new incoming call while on an existing call, provided the calling party has not activated either the per call or per line blocking options. The calling number is displayed on customer provided premise equipment attached to the customer's telephone line.

##### i. Call Block

Call Block service allows a customer to receive calls only from those phone numbers in a customer selected screening list. If a call is received from a phone number that is on the selective list, the call is accepted and rings through. If the incoming call is from a number that is not on the selective list, the call is rejected with an announcement.

#### 4.2.3 Call ID Blocking

A calling party may block the passage of his/her telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to Optional Central Office Services which utilize Signaling System 7 (SS7) technology. Blocking will also prevent call completion through the use of Return Call (\*69) Service. Customers have two blocking options as follows:

Per-Call Blocking - To activate per-call blocking, a customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per-call blocking, and it is provided on an unlimited basis. Per-call blocking is available to all customers in the Company's serving territory, or

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## Section 4 - SUPPLEMENTAL SERVICES (Continued)

### 4.2 CLASS SERVICES (Continued)

#### 4.2.3 Call ID Blocking (Continued)

Per-Line Blocking - Per-Line Blocking must be added to a customer's line by contacting the Telephone Company's business office and having a service order issued. All calls are automatically blocked when a customer subscribes to Per-Line Blocking unless the blocking feature is deactivated. If a customer subscribes to Per-Line Blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only. As facilities permit, a Per-Line Blocking customer will be provided with a separate code to deactivate blocking, which is different from the per call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate Per-Line Blocking will be the same. Per-Line Blocking is available to all customers in the Company's serving territory. Per-Line Blocking is provided without charge, except as discussed below.

Per-Line Blocking will be available to all customers, free of charge, in the Company's serving area and can only be added or removed from a customer's line by placing a service order with the Company. Initial requests for Per-Line Blocking will be provided at no charge. Subsequent requests for Per-Line Blocking for the same customer and telephone number at the same address may be charged the applicable non-recurring charge(s). This non-recurring charge will be waived for customers of the Company who are victims of domestic violence, the staffs of domestic violence programs and agencies, and emergency services personnel, while performing their jobs.

Customers who use either per-call blocking or line blocking may be unable to complete calls to Caller ID subscribers who have activated the Anonymous Call Rejection feature (ACR) of Caller ID services. If a customer using blocking calls a Caller ID subscriber who has activated Anonymous Call Rejection, he/she will hear an announcement that the Caller ID subscriber is not accepting blocked calls. There are several ways to complete a call to a Caller ID subscriber who has activated Anonymous Call Rejection: (1) place the call through an operator; (2) place the call on the Company's network using a Company's telephone calling card; or (3) place the call without blocking. Options (1) and (2) involve charges in addition to the cost of the call. However, the live operator surcharge will be waived for the Company's customers who are victims of domestic violence, the staffs of domestic violence program agencies and emergency service personnel, while in the performance of their jobs. If the operator surcharge cannot be

## Section 4 - SUPPLEMENTAL SERVICES (Continued)

## 4.2 CLASS SERVICES (Continued)

## 4.2.3 Call ID Blocking (Continued)

waived when the call is being placed, the Company will, upon notification, credit the live operator surcharge to the aforementioned party's telephone bill. Furthermore, should alternative methods become available in the future which permit the aforementioned to access the ACR party without revealing the caller's telephone number, the Company will waive any additional charges associated with such alternative methods. Blocked calls routed to the Anonymous Call Rejection (ACR) announcement will not be rated as completed calls.

Caller ID blocking will not prevent the delivery of telephone numbers to 911 emergency service providers. Caller ID blocking currently will not work for callers who place calls to 8xx, 900, and/or other information and message services carrying a specific charge billed to a caller by a local telephone company.

## Section 4 - SUPPLEMENTAL SERVICES (Continued)

## 4.2 CLASS SERVICES (continued)

## 4.2.4 Rates and Charges

## .1 Monthly Rates

See Rates and Charges Section 9

## .2 Connection Charges

Connection charges may apply when a customer requests connection to one or more features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

## .3 Trial Period

The Company may elect to offer a free or reduced rate trial of any new CLASS feature(s) to prospective customers within 90 days of the establishment of the new feature. See 4.3, Service and Promotional Trials, below.

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## Section 4 - SUPPLEMENTAL SERVICES (Continued)

### 4.3 SERVICE AND PROMOTIONAL TRIALS

#### 4.3.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

#### 4.3.2 Regulations

- a. Appropriate notification of the Trial will be made to all eligible customers. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- b. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- c. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- d. The Company retains the right to limit the size and scope of a Promotional Trial.
- e. All promotions and trials have a 6 month limit and must be filed as tariff supplements with the Commission as per 52 Pa. Code 53.60.



## Section 4 – SUPPLEMENTAL SERVICES (Continued)

## 4.4 DIRECTORY ASSISTANCE SERVICE

## 4.4.1 General

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

## 4.4.2 Regulations

- a. The Directory Assistance service charge will be waived for the first two direct dialed local Directory Assistance calls per month per Residential local exchange service line. Call allowances or calls are not transferable between separate accounts of the same customer.
- b. Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:
  1. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.

## 4.4.3 Rates

See Rates and Charges in Section 9.

## Section 4 - SUPPLEMENTAL SERVICES (Continued)

## 4.5 VOICE MAIL SERVICE

## 4.5.1 General

Voice Mail Service (VMS) is a central office-based service which provides customers with the capability to receive, send, store, and retrieve voice messages over the telephone network. This service is offered to individual customers served from central offices where VMS facilities are available.

## 4.5.2 Features

## a. Call Answering

Incoming calls are forwarded to a "mailbox" when the line is busy and/or when the call is not answered after a customer-designated number of rings. The Call Answering customer can thereafter access the mailbox at any time to hear stored messages using suitable station equipment from any location connected to the telephone network. After listening to each message, the customer has the option to erase it or retain it for future reference. Whenever there is a message stored in the mailbox, the customer receives a message waiting indication via a stutter dial tone after lifting the telephone receiver.

## b. Packages

## 1. Basic

Includes a 3 minute greeting message and stores up to ten (10) thirty 2 minute messages. Includes stutter tone and message light.

## 2. Deluxe

Includes a 3 minute greeting message and stores up to 30 3-minutes messages. Includes stutter tone, message light, and email notification.

Section 4 - SUPPLEMENTAL SERVICES (Continued)

4.5 VOICE MAIL SERVICE (Continued)

4.5.3 Regulations

- a. Call Forwarding, as described earlier in this section, can be connected to the line in order to provide alternative forwarding patterns to the VMS. The company will inform VMS customers if there are optional call forwarding arrangements at the time VMS is requested.
- c. The Call Answering customer incurs all applicable usage charges for calls answered and forwarded to a mailbox and for calls made to the mailbox to retrieve messages. The calling party incurs appropriate usage charges for the call to the VMS customer's access line.
- d. The Company is not responsible for any claimed damage associated with the installation, provision, termination, maintenance, repair, or restoration of service. The Company's liability for service, if any, is specified in Section 1 of this tariff. The Company is not responsible for any other claimed damage (i.e., lost messages, VMS interruptions, etc.)

4.5.4 Rates

See Rates and Charges in Section 9

## Section 4 - SUPPLEMENTAL SERVICES (Continued)

## 4.6 BLOCKING SERVICE

## 4.6.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available:

- a. 900, 976, 700 Blocking - allows the subscriber to block all calls beginning with the 900, 976 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
- b. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- c. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.

Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.

- e. Toll Restriction Plus - provides subscribers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.
- f. Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

Section 4 - SUPPLEMENTAL SERVICES (Continued)

4.6 BLOCKING SERVICE, (Continued)

4.6.2 Regulations

- .1 The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- .2 Blocking Service is available where equipment and facilities permit.

## Section 5 - SERVICE OFFERINGS

### 5.1 GENERAL

Local Service provides a customer with a connection to the Company's network which enables the customer to:

- a. place and receive calls from other stations on the public switched telephone network;
- b. access the Company's local calling service;
- c. access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and
- d. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

### 5.2 RESIDENTIAL LOCAL SERVICE

Residential Local Service provides the customer with an access line and usage within a local calling area for the transmission of two-way interactive switched voice or data communications. Local Calling Areas are described in Section 8.1 of this Tariff.

The Company's services are furnished subject to the availability of facilities and equipment, and are subject to the terms and conditions of this Tariff.

Residential Local Service is offered as a stand-alone local offer or in conjunction with an associated long distance service provided by the Company.

Residential Local Services are subject to monthly recurring charges and service charges on a per access line basis, as specified following.

Section 5 - SERVICE OFFERINGS (Continued)

5.2 RESIDENTIAL LOCAL SERVICE (Continued)

5.2.1 DIGITAL PHONE COMPANY SERVICE PACKAGES

Customers may subscribe to one of the following packages, each of which includes a feature package and long distance calling. Additional lines are available for a monthly charge.

A. Digital Phone – Stand alone

Provides a local access line in combination with the popular feature package listed below:

- Voice Mail (Basic)
- Call Waiting
- Enhanced Caller ID
- Caller ID Blocking
- Call Return
- Call Forwarding
- Three Way Calling
- Speed Dialing

Section 5 - SERVICE OFFERINGS (Continued)

5.2 RESIDENTIAL LOCAL SERVICE (Continued)

5.2.1 DIGITAL PHONE COMPANY SERVICE PACKAGES (Continued)

B. Digital Phone – Enhanced Bundle with Expanded Digital TV Service or High Speed Internet Service (must have Expanded Basic Digital TV Service or High Speed Internet Service)\*

Provides a local access line in combination with the popular feature package listed below:

- Voice Mail (Basic)
- Call Waiting
- Enhanced Caller ID
- Caller ID Blocking
- Call Return
- Call Forwarding
- Three Way Calling
- Speed Dialing

\*Expanded Basic Digital TV Service and High Speed Internet Services are non-jurisdictional services. Information regarding these and other TV and Internet offerings may be found on the company's website at: [www.northpenntelephone.com](http://www.northpenntelephone.com).



Section 5 - SERVICE OFFERINGS (Continued)

5.2 RESIDENTIAL LOCAL SERVICE (Cont'd.)

5.2.1 DIGITAL PHONE COMPANY SERVICE PACKAGES (Cont'd.)

C. Digital Phone – Savings Bundle with Expanded Digital TV Service and High Speed Internet Service (must have Expanded Basic Digital TV Service and High Speed Internet Service)\*

Provides a local access line in combination with the popular feature package listed below:

- Voice Mail (Basic)
- Call Waiting
- Enhanced Caller ID
- Caller ID Blocking
- Call Return
- Call Forwarding
- Three Way Calling
- Speed Dialing

\*Expanded Basic Digital TV Service and High Speed Internet Services are non-jurisdictional services. Information regarding these and other TV and Internet offerings may be found on the company's website at: [www.empiretelephone.com](http://www.empiretelephone.com).

## Section 5 - SERVICE OFFERINGS (Continued)

## 5.3 COMMERCIAL LOCAL SERVICE

Commercial Local Service provides the customer with an access line and usage within a local calling area for the transmission of two-way interactive switched voice or data communications. Local Calling Areas are described in Section 8.1 of this Tariff.

The Company's services are furnished subject to the availability of facilities and equipment, and are subject to the terms and conditions of this Tariff.

Commercial Local Service is offered as a stand-alone local offer or in conjunction with an associated long distance service provided by the Company and may be purchased month-to-month, or on a term basis. Early termination fees apply to term service.

## 5.3.1 DIGITAL PHONE COMPANY COMMERCIAL SERVICE

## A. Business Local Only

Provides a local exchange access line and unlimited calling within the local calling area.

## Section 5 - SERVICE OFFERINGS (Continued)

## 5.3 COMMERCIAL LOCAL SERVICE (Continued)

## 5.3.1 DIGITAL PHONE COMPANY COMMERCIAL SERVICE (Continued)

## B. Business Digital Phone

Provides a local exchange access line, unlimited local and long distance calling and the following feature package.

- Call Forwarding
- Call Forwarding/No Answer
- Call Forwarding/Busy Line
- Call Return
- Three Way Calling
- Call Waiting
- Call Waiting with Caller ID
- Caller Id
- Speed Dial
- Block 9xx Calls
- Message Waiting Indicator
- Call Block – Collect and Third Party
- Call Block – International
- Caller ID Blocking
- Anonymous Caller ID Blocking
- Line Hunting
- Voice Mail

## Section 6 - SPECIAL SERVICES AND PROGRAMS

### 6.1 PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE

#### 6.1.1 General

The Pennsylvania Telecommunications Relay Service (PA TRS) is a relay telecommunication service for the deaf, hard of hearing, hearing and/or speech disabled population of the Commonwealth. The PA TRS is mandated by the Americans with Disabilities Act of 1990 to provide functionally equivalent telephone services that are available to other U.S. citizens, at no additional cost. The PA TRS includes both traditional relay (devices such as Teletypewriters (TTY) and Telecommunication Devices for the Deaf (TDD)) and captioned-telephone voice-carry-over relay services (captioned telephone). These relay services permit telephone communications between individuals with hearing and/or speech disabilities, who must use a TTY, TDD or captioned telephone, with individuals having normal hearing and speech. Additionally, 711 abbreviated dialing is available to access the PA TRS. The Company's switching equipment is arranged to translate the "711" calls to the assigned toll-free number, (888) 895-1197, in order to route calls to the Telecommunications Relay Service Provider, in accordance with Commission's Order entered on February 4, 2000 at Docket No. M-00900239.

#### 6.1.2 Surcharge

In addition to the charges provided in this tariff, a surcharge will apply to all access lines served by this Company. (Access lines are those lines extending from the telephone company's central office to the end-user's premises.) This surcharge applies regardless of whether or not the access line uses the PA TRS.

The surcharge serves as the funding vehicle for the operation of the PA TRS, Telecommunications Device Distribution Program and the Print Media Access Service Program and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the PA TRS 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.

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**Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)**
**6.1.2 Surcharge (Continued)**

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

The following surcharge rates apply to all customer bills issued after January 1, 2012.

Per residence assess line, per month	\$0.08
Per business access line, per month	\$0.08

The TRS surcharge will be applied to Centrex lines using the following Centrex Equivalent Lines Table on a per Centrex customer basis.

<b>Number of Centrex Lines</b>	<b>Equivalent Lines</b>
1	1
2	2
3	3
4 to 6	4
7 to 10	5
11 to 15	6
16 to 21	7
22 to 28	8
29 to 36	9
37 to 45	10
46 to 54	11
55 to 64	12
65 to 75	13
76 to 86	14
87 to 98	15
99 to 111	16
112 to 125	17
126 to 139	18
140 to 155	19
156 to 171	20
172 to 189	21
190 to 207	22
208 to 225	23
226 to 243	24
244 to 262	25
263 to 281	26
282 to 300	27
Each additional 18 Centrex lines	1

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 34 Main Street  
 Prattsburgh, NY 14873

Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

6.1.3 Rates

Local calls will be charged at the applicable local flat rate or local measured service rate. Toll calls will be charged at the applicable toll rate found in the selected long distance provider's rate schedule. If the customer has not chosen a long distance carrier the default carrier's rates will apply for the toll calls.

## Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

## 6.2 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911)

## 6.2.1. GLOSSARY OF TERMS

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

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

- A. Tax area record
- B. Locality
- C. Street
- D. Thoroughfare
- E. Directional [where required]
- F. Even (E), odd (O), or all (A) [applied to house numbers]
- G. Low-high range of house numbers
- H. PSAP (Public Safety Answering Point)
- I. LAT/LONG (Latitude/Longitude) [where required]

MSAG Formatting, Format: Shall include changes to the identity of fields, order of fields, and number and arrangement of data elements in each field, and a telephone company's rearrangement or regrouping of such data, without changing the MSAG content, for purposes of validating against MSAG records.

Telephone Company: A telecommunications public utility regulated by the Pennsylvania Public Utility Commission and which has or requests access to the county/municipality 9-1-1 system or connection to the serving selective router, including, but not limited to, local exchange carriers and competitive local exchange carriers. This term is synonymous with 'service provider'.

## Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

## 6.2 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911) (Continued)

Telephone Company system: Reference to a service provider's own facilities-based network or, if operating as a nonfacilities-based competitive local exchange carrier, the facilities contracted by the Telephone Company for provision of service.

## 6.2.2. GENERAL

The Service Access Code 9-1-1 allows the customer to reach the appropriate emergency services including police, fire and medical services. Enhanced 9-1-1 has the ability to selectively route an emergency call to the primary 9-1-1 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary 9-1-1 provider for display at the Public Answering Point (PSAP).

Pursuant to the Public Safety Emergency Telephone Act (Act 78 of 1990), as amended, the Telephone Company collects a fee from its customers on behalf of the counties in its operating area to support the 9-1-1 system. Counties of the first through second class may impose a monthly contribution rate in an amount not to exceed \$1 per line on each local exchange access line. Counties of the third through fifth class may impose a monthly contribution rate in an amount not to exceed \$1.25 per line on each local exchange access line. Counties of the sixth through the eighth class may impose a monthly contribution rate not to exceed \$1.50 per line on each local exchange access line. The contribution rate may be used by counties for the expenses of implementing, expanding or upgrading a 911 system.

Parties dialing 9-1-1 waive the privacy afforded by non-listed and non-published service to the extent that the telephone number, names, and address associated with the originating station location are furnished to the Public Safety Answering Point.



## Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

## 6.2 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911) (Continued)

## 6.2.3. REGULATIONS

- a. The Telephone Company, whether supplying service through its own facilities or the use of an underlying carrier, will comply with the Protocols as set forth in, and in the form of Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order Relating to the Provision of Master Street Address Guides; Docket No. P-0097 1203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998 *MSAG Order*.
- b. The Telephone Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.
- c. The Telephone Company's liability and insurance provisions are fully stated in its tariff's General Regulations.
- d. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.
- e. The Telephone Company will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.

## Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

## 6.2 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911) (Continued)

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

Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

6.2 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911) (Continued)

- i. The Telephone Company will not, without the written consent of the county/municipality, modify or create any derivative of the county's/municipality's MSAG, except as follows: one (1) mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the host telephone company, but shall be made solely in read-only format by all other telephone companies), and the telephone company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.

## Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

## 6.3 TOLL PRESUBSCRIPTION

## 6.3.1 General

Toll Presubscription is a procedure whereby a customer designates to the Telephone Company the IntraLATA and InterLATA Toll Providers, i.e., Interexchange Carriers (IXCs) which the customer wishes to be the carriers of choice for toll calls. Such calls are automatically directed to the designated carrier(s) without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. Toll presubscription does not prevent a customer, who has presubscribed to a toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative toll carrier on a per call basis.

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

An IXC must use Feature Group D (FGD) Switched Access Service to qualify as a presubscription toll provider unless prior arrangements have been made with or by the Telephone Company. IXCs must submit an Access Service Request (ASR) to the Telephone Company.

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

At the option of the IXCs, the nonrecurring charge for a change in toll presubscription, as provided herein, may be billed to the IXCs, instead of the end user. This may involve charges resulting from end-user initial free choice Preferred Interexchange Carrier (PIC), as specified in C.1 following.

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Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

6.3 TOLL PRESUBSCRIPTION (Continued)

6.3.2. Presubscription Charge Application

a. End user choices for toll presubscription:

1. Designating an intraLATA and interLATA IXC(s) as primary carrier(s) thereby requiring no access code to access those IXCs' service. End users are not required to choose the same IXC for intraLATA and interLATA toll presubscription. Other nonpresubscribed IXCs are accessed by dialing 10XXX, 101XXXX, or other required codes.
2. Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all IXCs.

b. If a new customer cannot decide upon presubscription IXCs, the Telephone Company may extend a 30-day period following completion of the initial service request to make a choice without charge. In the interim, the customer will be assigned as a 'No-PIC' and must dial an access code to make toll calls.

c. If an IXC elects to discontinue Feature Group, the IXC is obligated to contact, in writing, all end users who have selected the canceling IXC as their preferred toll provider. The IXC must inform the end users that it is canceling its Feature Group D Service, request that the end user select a new IXC, and state that the canceling IXC will pay the PIC change charge as provided herein. The IXC must provide written notification to the Telephone Company that this activity has taken place.

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

d. An unauthorized PIC change is a change in the presubscribed IXC that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in toll presubscription occurs, the IXC making the unauthorized change will be assessed a charge for unauthorized change in

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## Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

### 6.3 TOLL PRESUBSCRIPTION (Continued)

#### 6.3.2. Presubscription Charge Application (Continued)

##### d.(Continued)

presubscription as provided at the end of this section. In addition, the IXC will be assessed the applicable charge for returning the end user to the preferred IXC.

#### 6.3.3. End User Charge Discrepancy

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

Neither the IXC or the Telephone Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the F.C.C.'s current anti-slamming practices and procedures.

## Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

### 6.3.4. PIC Switchback Option

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

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

This option in no way relieves an IXC of the F.C.C. requirements for verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or instituting steps to obtain verification of orders submitted to the Telephone Company.

In addition, the end user has the option of initiating a complaint to the F.C.C. or the Pennsylvania Public Utility Commission's Bureau of Consumer Services concerning unauthorized changes in toll presubscription.

Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

6.4 RESERVED FOR FUTURE USE

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## Section 7 - SPECIAL ARRANGEMENTS

### 7.1 SPECIAL CONSTRUCTION

#### 7.1.1 Basis for Charges

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 (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of (a), (b), and (c).

#### 7.1.2 Basis for Cost Computation

The costs referred to in 7.1.1 preceding may include one or more of the following items to the extent they are applicable:

- a. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  1. equipment and materials provided or used;
  2. engineering, labor, and supervision;
  3. transportation; and
  4. rights of way and/or any required easements.
- b. Cost of maintenance.
- c. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

Section 7 - SPECIAL ARRANGEMENTS (Continued)

7.1 SPECIAL CONSTRUCTION (Continued)

7.1.2 Basis for Cost Computation (Continued)

- d. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- e. License preparation, processing, and related fees.
- f. Tariff preparation, processing and related fees.
- g. Any other identifiable costs related to the facilities provided; or
- h. An amount for return and contingencies.

7.1.3 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 a customer.

7.1.3.1 The period on which the termination liability is based is the estimated service life of the facilities provided.

7.1.3.2 The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

Section 7 - SPECIAL ARRANGEMENTS (Continued)

7.1 SPECIAL CONSTRUCTION (Continued)

7.1.3 Termination Liability (Continued)

7.1.3.2 (Continued)

- a. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - 1. equipment and materials provided or used;
  - 2. engineering, labor, and supervision;
  - 3. transportation; and
  - 4. rights of way and/or any required easements;
- b. license preparation, processing, and related fees;
- c. tariff preparation, processing and related fees;
- d. cost of removal and restoration, where appropriate; and
- e. any other identifiable costs related to the specially constructed or rearranged facilities.

7.1.3.3 The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.3.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 7.1.3.2 preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

## Section 7 - SPECIAL ARRANGEMENTS (Continued)

### 7.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

### 7.3 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, or for a service that varies from those offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. The company will make ICB contracts available to the Pennsylvania Public Utility Commission upon Commission request.

## Section 8 – SERVICE AND CALLING AREAS

### 8.1 Service Area

The service territory of North Penn Access includes all the exchanges in territory of Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company in the state of Pennsylvania as the potential areas where alternative local service is planned, where facilities are available and pending appropriate interconnection agreements. The local calling areas of the exchanges served will mirror the local calling areas of Frontier Communications Commonwealth Telephone Company.

## Section 8 – SERVICE AND CALLING AREAS (Continued)

## 8.1 Calling Areas

The calling areas for North Penn Access will be as follows.

<b>Originating Exchange</b>	<b>Local Calling Area</b>
Atglen	Atglen, Gap, Parkesburg (Verizon PA)
Bangor	Bangor, Belvidere, Easton* (Verizon PA), Pen Argyl, Portland, Saylorsburg
Belvidere	Bangor, Belvidere, Belvidere, NJ (CenturyLink), Easton* (Verizon PA), Hope, NJ (CenturyLink), Oxford, NJ (CenturyLink), Pen Argyl
Benton	Benton, Huntington Mills, Orangeville
Blossburg	Blossburg, Covington, Liberty, Mansfield, Wellsboro*
Brooklyn	Brooklyn, Montrose, Nicholson, Springville
Center Moreland	Center Moreland, Dallas, Harding, Harveys Lake, Kingston (Verizon PA), Lake Winola, Noxen, Pittston* (Verizon PA), Trucksville, Tunkhannock, Wilkes-Barre (Verizon PA), Wyoming* (Verizon PA)
Clarks Summit	Clarks Summit, Dalton, Factoryville, Lake Winola, Scranton (Verizon PA)
Conyngham-Drums	Conyngham, Hazleton (Verizon PA), Nuremberg, Wapwallopen
Coopersburg	Allentown (Verizon PA), Bethlehem (Verizon PA), Coopersburg, Emmaus* (Verizon North), Quakertown* (Verizon PA)
Covington	Blossburg, Covington, Liberty, Mansfield, Wellsboro*

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. All exchanges are Frontier Communications Commonwealth exchanges unless otherwise noted.</i>
DALLAS	Center Moreland, Dallas, Harding, Harveys Lake, Kingston (Verizon PA), Noxen, Sweet Valley, Trucksville, Wilkes-Barre (Verizon PA)
DALTON	Clarks Summit, Dalton, Factoryville, Lake Winola, Nicholson, Scranton (Verizon PA)
DUSHORE	Dushore, Estella, Laporte, New Albany
EAGLES MERE	Eagles Mere, Estella, Laporte, Muncy Valley
ESTELLA	Dushore, Eagles Mere, Estella, Laporte
ELIZABETHVILLE	Elizabethville, Gratz, Halifax (Verizon PA), Lykens, Millersburg
FACTORYVILLE	Clarks Summit, Clifford (North Eastern), Dalton, Factoryville, Lake Winola, Nicholson, Scranton (Verizon PA), Tunkhannock
FERNDALE	Bedminster (Verizon PA), Doylestown* (Verizon PA), Ferndale, Milford, NJ (Verizon NJ), Plumsteadville (Verizon PA), Quakertown (Verizon PA), Reigelsville (Verizon PA), Springtown (Verizon PA), Uhlerstown, Upper Black Eddy (Verizon PA)
GAP	Atglen, Gap, Intercourse (Frontier PA), Kirkwood, Parkesburg (Verizon PA), Quarryville, Strasburg (Verizon PA), Lancaster* (Verizon PA)
GRATZ	Elizabethville, Gratz, Lykens, Tower City, Valley View
HALLSTEAD	Hallstead, Lawsville, New Milford (North Eastern), Susquehanna
HARDING	Center Moreland, Clarks Summit*, Dallas, Harding, Pittston (Verizon PA), Scranton* (Verizon PA), Trucksville, Tunkhannock*, Wilkes-Barre* (Verizon PA)
HARVEYS LAKE	Center Moreland, Dallas, Harveys Lake, Kingston (Verizon PA) Noxen, Sweet Valley, Trucksville, Wilkes-Barre* (Verizon PA)
HENSEL	Hensel, Kirkwood, Lancaster* (Verizon PA), Quarryville, Rawlinsville

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<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. All exchanges are Frontier Communications Commonwealth exchanges unless otherwise noted.</i>
HUNTINGTON MILLS	Benton, Huntington Mills, Muhlenburg, Shickshinny
KIRKWOOD	Gap, Hensel, Kirkwood, Lancaster* (Verizon PA), Oxford (Verizon PA), Quarryville
LACEYVILLE	Laceyville, Mehoopany, Tunckhannock*, Wyalusing
LAKE WINOLA	Center Moreland, Clarks Summit, Dalton, Factoryville, Winola, Nicholson, Scranton (Verizon PA), Tunkhannock
LAPORTE	Dushore, Eagles Mere, Estella, Laporte, Muncy Valley, New Albany
LAWRENCEVILLE	Elkland (Verizon North), Lawrenceville, Tioga
LAWSVILLE	Hallstead, Lawsville, Montrose, Rush, St. Joseph
LEESPORT	Fleetwood (Verizon PA), Hamburg (Verizon PA), Leesport, Reading (Verizon PA)
LERAYSVILLE	LeRaysville, Rome, Rush, Towanda, Warren Center
LEWISBERRY	Harrisburg (Zone1) (Verizon PA), Lewisberry, Mechanicsburg (Verizon PA)
LIBERTY	Blossburg, Liberty, Morris
LYKENS	Elizabethville, Gratz, Lykens, Tower City, Valley View
MANSFIELD	Blossburg, Covington, Mansfield, Roseville (North Penn), Tioga, Wellsboro
MEHOOPANY	Laceyville, Mehoopany, Tunkhannock
MIDDLEBURY CENTER	Middlebury Center, Tioga, Wellsboro
MILLERSBURG	Elizabethville, Halifax (Verizon PA), Millersburg
MONTROSE	Brooklyn, Lawsville, Montrose, Rush, St. Joseph, Springville
MORRIS	Liberty, Morris, Wellsboro
MUHLENBURG	Huntingdon Mills, Muhlenburg, Nanticoke* (Verizon PA), Shickshinny, Sweet Valley, Wilkes-Barre* (Verizon PA)
MUNCY VALLEY	Eagles Mere, Hughesville* (Windstream), Laporte, Muncy Valley
NEW ALBANY	Dushore, Laporte, New Albany, Towanda, Wyalusing



<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. All exchanges are Frontier Communications Commonwealth exchanges unless otherwise noted.</i>
NICHOLSON	Brooklyn, Dalton, Factoryville, Lake Winola, Nicholson, Springville, Tunkhannock*
NOXEN	Centermoreland, Dallas, Harveys Lake, Noxen, Sweet Valley, Trucksville, Tunkhannock
NUANGOLA	Mountaintop (Verizon PA), Nanticoke (Verizon PA), Nuangola, Shickshinny, Wapwallopen, Wilkes-Barre (Verizon PA)
NUREMBERG	Conyngham, Hazleton (Verizon PA), Nuremberg, Ringtown
ORANGEVILLE	Benton, Berwick* (Verizon PA), Bloomsburg (Verizon PA), Orangeville
PEN ARGYL	Bangor, Belvidere, Easton* (Verizon PA), Nazareth* (Verizon PA), Pen Argyl, Saylorsburg
POCONO LAKE	Mount Pocono* (Verizon PA), Pocono Lake, Stroudsburg* (Verizon PA), White Haven* (Verizon PA)
PORTLAND	Bangor, Columbia, NJ (West Jersey), Portland, Stroudsburg* (Verizon PA)
QUARRYVILLE	Gap, Hensel, Kirkwood, Lancaster (Verizon PA), Quarryville, Rawlinsville, Strasburg (Verizon PA)
RAWLINSVILLE	Hensel, Lancaster (Verizon PA), Millersville* (Verizon PA), Quarryville, Rawlinsville, Strasburg (Verizon PA)
RINGTOWN	Nuremberg, Ringtown, Shenandoah (Verizon PA)
ROME	LeRaysville, Nichols, NY (NY Tel), Rome, Sayre* (Verizon North), Towanda, Ulster, Warren Center
RUSH	Lawsville, LeRaysville, Montrose, Rush, Springville, St. Joseph
ST. JOSEPH	Lawsville, Montrose, Rush, St. Joseph, Warren Center
SAYLORSBURG	Bangor, Pen Argyl, Saylorsburg, Stroudsburg (Verizon PA)
SHICKSHINNY	Berwick (Verizon PA), Huntington Mills, Muhlenburg, Nanticoke* (Verizon PA), Nuangola, Shickshinny, Wapwallopen, Wilkes-Barre* (Verizon PA)
SPRINGVILLE	Brooklyn, Montrose, Nicholson, Rush, Springville, Tunkhannock*

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34 Main Street  
Prattsburgh, NY 14873

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. All exchanges are Frontier Communications Commonwealth exchanges unless otherwise noted.</i>
SUSQUEHANNA	Hallstead (North Eastern), Jackson (North Eastern), Susquehanna, Thompson (North Eastern)
SWEET VALLEY	Dallas, Harveys Lake, Kingston* (Verizon PA), Muhlenburg, Noxen, Sweet Valley, Trucksville, Wilkes-Barre (Verizon PA)
TIOGA	Lawrenceville, Mansfield, Middlebury Center, Tioga, Wellsboro*
TOWANDA	LeRaysville, Leroy (Canton), New Albany, Rome, Towanda, Troy, Ulster, Wyalusing
TOWER CITY	Gratz, Lykens, Tower City, Tremont, Valley View
TREMONT	Minersville (Verizon PA), Pine Grove (Verizon North), Pottsville* (Verizon PA), Tower City, Tremont, Valley View
TROY	Canton (Canton), Leroy (Canton), Towanda, Troy
TRUCKSVILLE	Center Moreland, Dallas, Harding, Harveys Lake, Kingston (Verizon PA), Noxen, Sweet Valley, Trucksville, Wilkes-Barre (Verizon PA)
TUNKHANNOCK	Centermoreland, Factoryville, Lake Winola, Mehoopany, Noxen, Tunkhannock
UHLERSTOWN	Doylestown* (Verizon), Ferndale, Frenchtown, NJ (CenturyLink), Plumsteadville* (Verizon), Uhlerstown, Upper Black Eddy (Verizon PA)
ULSTER	Rome, Sayre* (Verizon North), Towanda, Ulster
VALLEY VIEW	Gratz, Lykens, Tower City, Tremont, Valley View
WAPWALLOPEN	Berwick (Verizon PA), Conyngham, Nuangola, Shickshinny, Wapwallopen
WARREN CENTER	LeRaysville, Nichols, NY (NY Tel), Rome, St. Joseph, Warren Center
WELLSBORO	Mansfield, Middlebury Center, Morris, Wellsboro
WYALUSING	Laceyville, New Albany, Towanda, Wyalusing

Section 9 - RATES AND CHARGES SCHEDULE

CONNECTION CHARGES

CONNECTION CHARGE

Per Access Line \$50.00

RESTORAL/RECONNECT CHARGE

Per Access Line \$50.00

CHARGES ASSOCIATED WITH PREMISES VISIT

Trouble Isolation Charge

Non-recurring charge \$25.00

Hourly charge\* \$90.00

\* Minimum of one hour billed per visit. One-quarter increments billed after first hour.

DIRECTORY ASSISTANCE

Charge Per Call \$ 1.25

OTHER CHARGES

Return Check Charge \$20.00

Section 9 - RATES AND CHARGES SCHEDULE (Continued)

VOICE MAIL

Basic Package.....Included with Digital Phone  
 Deluxe Package \$2.00/mo.

DISTINCTIVE RINGING \$2.99/mo.

AUTOMATIC BUSY REDIAL \$1.00/mo.

RESIDENTIAL LOCAL SERVICE

	MONTHLY CHARGE (jurisdictional portion only)
Digital Phone - Standalone	\$49.95
Digital Phone – with Expanded Digital TV or High Speed Internet Service (Must have Basic Plus Cable Service or High Speed Internet Service	\$39.95*
Digital Phone – Savings Bundle with Expanded Digital TV Service and High Speed Internet Service (Must have Expanded Digital TV Service and High Speed Internet Service	\$34.95*

\*Rate does not include Expanded Digital TV Service or High Speed Internet Service.

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Section 9 - RATES AND CHARGES SCHEDULE (Continued)

## COMMERCIAL LOCAL SERVICE

	Rates per Month	
	Lines 1-3, each	Lines 4 and greater, each
<b>A. Business Local Only</b>		
Month to Month	\$34.95	\$19.95
1 Year Term	\$29.95	\$19.95
2 Year Term	\$26.95	\$19.95
3 Year Term	\$24.95	\$19.95
	Lines 1-3, each	Lines 4 and greater, each
<b>B. Business Digital Phone</b>		
Month to Month	\$54.95	\$24.95
1 Year Term	\$49.95	\$24.95
2 Year Term	\$44.95	\$24.95
3 Year Term	\$39.95	\$24.95

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Section 10 - EXPLANATION OF TERMS

**AUTHORIZED USER** - A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User

**ATTENDANT** - An operator of a PBX console or telephone switchboard.

**AUTOMATIC LOCATION IDENTIFICATION ("ALI")** - The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

**AUTOMATIC NUMBER IDENTIFICATION ("ANI")** - A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

**BUILDING** - A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

**CENTRAL OFFICE** - An operating office of the Company where connections are made between telephone exchange lines.

**CHANNEL** - A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

**COMPANY** - North Penn Long Distance Corporation d/b/a North Penn Access

**COMMISSION** - The Pennsylvania Public Utility Commission

**CUSTOMER** - The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

**CUSTOMER PREMISES EQUIPMENT (CPE)** - Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

**DIRECT INWARD DIAL ("DID")** - A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

## Section 10 - EXPLANATION OF TERMS (Continued)

**DIGITAL** - A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

**ERROR** - A discrepancy or unintentional deviation by the Company from what is correct or true. An "error", can also be an omission in records.

**EXCHANGE** - An area, consisting of one or more central office districts, within which a call between any two points is a local call.

**EXCHANGE ACCESS LINE** - A central office line furnished for direct or indirect access to the exchange system.

**FINAL ACCOUNT** - A customer whose service has been disconnected who has outstanding charges still owed to the Company.

**INTERRUPTION** - The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

**JOINT USER** - A person, firm, or corporation which uses the telephone service of a subscriber as provided in Section 1 of the Tariff.

**LATA** - Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside this area ("interLATA") service is provided by long distance companies.

**LOCAL CALL** - A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

**LOCAL CALLING AREA** - The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

**LOCAL SERVICE** - Telephone exchange service within a local calling area.

**MOVE** - The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

**PBX** - A private branch exchange.

Section 10 - EXPLANATION OF TERMS (Continued)

**PREMISES** - The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

**PUBLIC SAFETY ANSWERING POINT ("PSAP")** - An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

**SAME PREMISES** - All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

**STATION** - Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

**SUSPENSION** - Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

**TELEPHONE CALL** - A voice connection between two or more telephone stations through the public switched exchange system.

**TERMINATION OF SERVICE** - Discontinuance of both incoming and outgoing service.

**TOLL CALL** - Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

**USER** - A customer, joint user, or any other person authorized by a customer to use service provided under this Tariff.