

PA. P.U.C. TARIFF NO. 1

SCHEDULE

FOR

PaCLEC CORPORATION

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

INCLUDING

REGULATIONS

AND

SCHEDULES OF RATES

APPLYING TO THE PROVISION OF FACILITIES-BASED AND RESALE-BASED  
COMPETITIVE LOCAL EXCHANGE SERVICES IN THOSE PORTIONS  
OF THE COMMONWEALTH OF PENNSYLVANIA THAT ARE SERVED BY  
VERIZON PENNSYLVANIA, INC., VERIZON NORTH INCORPORATED, SPRINT  
COMMUNICATIONS, L.L.P. AND THE UNITED TELEPHONE COMPANY OF  
PENNSYLVANIA

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Issued: July 5, 2002

Effective: July 6, 2002

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## TARIFF INFORMATION

### 1.1 TARIFF FORMAT

#### 1.1.1 Sheet Numbers

Sheet numbers appear in the upper right hand corner of the sheet. Sheets are numbered sequentially in each Section. When a new sheet is added between existing sheets with whole numbers, an alpha character is added. For example, a new page added between pages 4 and 5 would be 4A.

#### 1.1.2 Revision Numbers

Revision numbers also appear in the upper right hand corner of the sheet. These numbers are used to determine the most current sheet version on file. For example, a Fourth revised sheet cancels a Third revised sheet.

#### 1.1.3 Numbering Sequence

There are nine levels of alphanumeric coding. Each level is subservient to its next higher level. The following is an example of the numbering sequence used in this tariff.

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2.1.1.A.1.(a)  
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TARIFF INFORMATION (Cont'd)

1.1 TARIFF FORMAT (Cont'd)

1.1.4 References To Other Rate Schedules

Whenever reference is made to other rate schedules, the reference is to the rate schedules in force as of the effective date of the reference, and to amendments thereto and successive issues thereof.

1.1.5 Explanation of Tariff Revisions Symbols

These symbols will appear in the right hand margin, when applicable.

- (I) - To signify increased rates.
- (D) - To signify decreased rates.
- (C) - To signify all other changes.

1.1.6 Trademarks and Service Marks

Trademarks and Service Marks to the extent, if any, used throughout this tariff, are Trademarks and Service marks of PaCLEC Corporation and are as specified in the Master Table of Contents and/or the appropriate Service of this tariff.

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**SECTION 1 - APPLICATION OF TARIFF****1.1 APPLICATION****1.1.1 General**

This tariff applies to the furnishing of Local Exchange Service defined herein by PaCLEC Corporation (PaCLEC or the Company) and provided within the Commonwealth of Pennsylvania.

The provision of Local Exchange Service is subject to existing regulations and terms and conditions specified in this tariff and the Company's current tariffs, and may be revised, added to or supplemented by superseding issues.

PaCLEC reserves the right to offer its Customers a variety of competitive services as deemed appropriate by the Company. Service will be provided where facilities, billing capability and/or the ability of PaCLEC to purchase ILEC network elements and retail service for resale at appropriate rates are available.

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**SECTION 2 - GENERAL REGULATIONS****2.1 DEFINITIONS**

Commercial Service (Business) -- Service provided in offices, stores, factories and all other places of strictly business nature.

Consumer Service -- Consumer Service denotes service provided when the main station is located in a private residence or a residential room or apartment of a building of any type. All listings of the service are in the names of individuals, without a business designation.

Customers Premises -- One Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on continuous property.

Exchange Area -- An area for which a separate local rate schedule is provided.

Exchange Service -- The furnishing of equipment and facilities for telephonic communication within local service areas in accordance with the provisions of this tariff.

Local Exchange Service -- Service which provides for exchange telephonic communication including access to emergency services (911 and O), within the local service area at rates and under regulations as provided in this tariff.

Local Service Area -- That area within which a Customer for exchange service can make telephone calls without the payment of a toll charge. A local service area may be made up of one or more central office areas or exchange areas.

Intrastate Message Telecommunications Service (IMTS) -- Interexchange telecommunications services originating from one or more stations within Pennsylvania and terminating to one or more stations within Pennsylvania.

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**SECTION 2 - GENERAL REGULATIONS (Cont'd)****2.2 UNDERTAKING OF THE COMPANY****2.2.1 General**

The Company undertakes to provide the services offered in this tariff on the terms and conditions and at the rates and charges specified.

Local Exchange Services consist of furnishing switched communication in connection with one-way and/or two-way information transmission points within a Local Calling Area.

Interexchange Services consist of furnishing switched communication in connection with one-way and/or two-way information transmission points between two Local Calling Areas.

Service is provided for a minimum period of at least one month, 24-hours per day.

Service will be provided where facilities, billing capability and/or the ability of PaCLEC to purchase ILEC network elements and retail service for resale at appropriate rates are available.

**2.2.2 Terms and Conditions**

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.

At the expiration of the initial term specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.2 UNDERTAKING OF THE COMPANY (Cont'd)

2.2.3 Limitations

- 2.2.3.A Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff.
- 2.2.3.B The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3.C The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.3.D All facilities provided under this tariff are directly controlled by the Company, and the customer may not transfer or assign the use of service or facilities without the express written consent of the company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.3.E Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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**SECTION 2 - GENERAL REGULATIONS (Cont'd)****2.2 UNDERTAKING OF THE COMPANY (Cont'd)****2.2.4 Notification of Service-Affecting Activities**

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

**2.2.5 Provision of Equipment and Facilities**

The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.

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**SECTION 2 - GENERAL REGULATIONS (Cont'd)****2.2 UNDERTAKING OF THE COMPANY (Cont'd)****2.2.5 Provision of Equipment and Facilities (Cont'd)**

Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

The Customer shall be responsible for the payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- The reception of signals by Customer-provided equipment.

**2.2.6 Customer Equipment**

A Customer may transmit or recover information or signals via the facilities of the Company.

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**SECTION 2 - GENERAL REGULATIONS (Cont'd)****2.2 UNDERTAKING OF THE COMPANY (Cont'd)****2.2.7 Station Equipment**

Customer-provided terminal equipment on the Customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer.

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

**2.2.8 Interconnection of Facilities**

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Local Exchange Services and the channels, facilities or equipment of others shall be provided at the Customer's expense.

**2.2.9 Inspections**

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this section for the installation, operation and maintenance of customer-provided facilities, equipment and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.

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## SECTION 2 - GENERAL REGULATIONS (Cont'd)

### 2.2 UNDERTAKING OF THE COMPANY (Cont'd)

#### 2.2.9 Inspections (Cont'd)

If the protective requirements for customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

### 2.3 LIABILITY OF THE COMPANY

#### 2.3.1 Service Liability

The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for Interruptions.

The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a service.

The Company is not liable for damages associated with the service which it does not furnish.

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**SECTION 2 - GENERAL REGULATIONS (Cont'd)****2.3 LIABILITY OF THE COMPANY (Cont'd)****2.3.1 Service Liability (Cont'd)**

The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff involving:

- Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
- Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
- All other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.

The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer and authorized user from any and all claims by any person relating to the services so provided.

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.

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**SECTION 2 - GENERAL REGULATIONS (Cont'd)****2.3 LIABILITY OF THE COMPANY (Cont'd)****2.3.1 Service Liability (Cont'd)**

The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.

**2.3.2 Temporary Suspension for Repairs**

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system.

When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications or Customer's service.

**2.3.3 Credit Allowance for Interruptions**

Interruptions of twenty-four hours or more, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer are credited to the Customer at the proportionate monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than twenty-four hours.

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**SECTION 2 - GENERAL REGULATIONS (Cont'd)****2.4 OBLIGATIONS OF THE CUSTOMER**

The Customer shall be responsible for:

The payment of all applicable charges pursuant to this tariff;

Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or the noncompliance by the Customer with these regulations, or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of associated equipment used to provide Local Exchange Services to the Customer from the cable building entrance or property line to the location of the equipment space described above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the Costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer; the Company may require the Customer to demonstrate compliance with this section prior to accepting an order for service;

Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e g. asbestos) prior to any construction or installation work;

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## SECTION 2 - GENERAL REGULATIONS (Cont'd)

## 2.4 OBLIGATIONS OF THE CUSTOMER (Cont'd)

Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible under this section; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer; no allowance will be made for the period during which service is interrupted for such purposes.

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**SECTION 2 - GENERAL REGULATIONS (Cont'd)****2.4 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.4.1 Claims**

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

Any loss, destruction or damage to property of the Customer or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Company, its employees, agents, representatives or invitees; or

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

**2.5 PAYMENTS AND CHARGES****2.5.1 Billing and Collection**

The Customer is responsible for payment of all charges for facilities and services furnished by the Company to the Customer regardless of whether such charges were incurred or authorized by the customer.

The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by, and credits due to the Customer under this tariff. Recurring charges are billed monthly, in advance of the month in which service is provided, except for usage sensitive charges which will be billed monthly for the preceding billing period. Bills are due by the payment due date shown on the bill -- under normal circumstances within 25 days of bill submission.

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**SECTION 2 - GENERAL REGULATIONS (Cont'd)****2.5 PAYMENTS AND CHARGES (Cont'd)****2.5.1 Billing and Collection (Cont'd)**

The Company complies with the requirements of Chapter 64 in Title 52 regarding billing standards and practices for residential customers. In instances where sections of this tariff may conflict with Chapter 64, regulations, the regulations in Chapter 64 will prevail.

**2.5.2 Advance Payments**

The Company may require a Customer to make an advance payment as a condition of continued or new service. The Company reserves the right to require from an applicant for service advance payments of nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted, may be required at the time of application.

**2.5.3 Deposits**

Consistent with applicable P.U.C. rules, the Company may require an applicant or a customer to make a suitable cash deposit or an acceptable third party guarantee (residence customers only) to be held by the Company as a guarantee of the payment of charges for service. Except as otherwise specified in the Company's applicable tariffs, the amount of such deposit shall not exceed the amount of charges for services which it is estimated will accrue for a period of two months; however, after service has been established and experience demonstrates that the amount of the outstanding deposit is not suitable to safeguard the interests of the Company, the Company may require an adjustment of the deposit not exceeding the charges which it is estimated will accrue for a period of two months. When service is terminated, any balance of the deposit remaining after deduction of all sums due the Company will be returned to the customer, or the deposit may be returned at any time previous thereto, at the option of the Company.

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**SECTION 2 - GENERAL REGULATIONS (Cont'd)****2.5 PAYMENTS AND CHARGES (Cont'd)****2.5.3 Deposits (Cont'd)**

The fact that a deposit is held by the Company shall in no way relieve the applicant or customer from compliance with the Company's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the regulations pertaining to the discontinuance of service for non-payment of any sums due the Company for the service rendered.

Interest on customer deposits accrue at the rate of the average of 1year US Treasury bills for September, October and November of the previous year and is payable on deposits.

**2.5.4 Returned Check Charges**

The Customer will be assessed a charge of twenty-five (\$25.00) dollars for each check, draft, or electronic funds transfer submitted by the Customer to the Company which a financial institution refuses to honor.

**2.5.5 Minimum Period Charges**

The minimum period for flat rate service is one month. When a service is discontinued prior to the expiration of the minimum period, the minimum period charge will apply. In addition all nonrecurring charges associated with the provision of the service will be billed.

**2.5.6 Late Payment Charges**

A late payment charge of 1.25% will be assessed after thirty (30) days of an unpaid balance per month.

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**SECTION 2 - GENERAL REGULATIONS (Cont'd)****2.6 DISCONTINUANCE OF SERVICE**

Upon non-payment of any amounts owed to the Company pursuant to this tariff, the Company may discontinue service without incurring any liability.

Upon violation of any of the other material terms or conditions for furnishing service the Company may discontinue service without incurring any liability if such violation continues during that period.

Upon condemnation of any material portion of the facilities used by the Company to provide service to the Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company may discontinue service without incurring any liability.

Upon any governmental prohibition or requirement, alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

**2.6.1 Restoral of Service**

If any Customer's service is restored after having been disconnected in accordance with this tariff but a Company service order to terminate such service has not been completed when such service is restored, the Customer will be required to pay a restoral of service charge.

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**SECTION 2 - GENERAL REGULATIONS (Cont'd)****2.6 DISCONTINUANCE OF SERVICE (Cont'd)****2.6.1 Restoral of Service (Cont'd)**

When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

If service has been suspended or discontinued for non-payment, service will be re-established upon receipt of payment of all charges due, which includes charges for services and facilities during the period of suspension and which may include a service restoral fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoral of service will be effected upon clearance of the check by the bank.

**2.6.2 Cancellation of Application for Service**

Where the Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

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**SECTION 2 - GENERAL REGULATIONS (Cont'd)****2.6 DISCONTINUANCE OF SERVICE (Cont'd)****2.6.2 Cancellation of Application for Service (Cont'd)**

Where the Company incurs an expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies.

The special charges described above will be calculated and applied on a case-by-case basis.

**2.6.3 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**2.6.4 Notices and Communications**

In lieu of the location where the service is provided, the Customer may designate on the service order an address to which the Company shall mail or deliver all notices and other communications, including the bill.

All notices and other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**SECTION 2 - GENERAL REGULATIONS (Cont'd)****2.6 DISCONTINUANCE OF SERVICE (Cont'd)****2.6.5 Cancellation of Service**

If a Customer with an established account cancels a service order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the Customer may be required to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, as set forth in this tariff, all costs, fees and expenses reasonably incurred in connection with 1) all nonrecurring charges reasonably expended by Company to established service to the Customer, 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, and 3) all recurring charges specified in the applicable service order tariff for the balance of the then current term.

The Company may discontinue the furnishing of any and/or all service(s) to the Customer without incurring any liability:

- If written notice of termination is mailed to Customer at least ten (10) days prior to termination of services via U.S. first class mail.
- Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
- The Company may discontinue service pursuant to the following:
  - The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
  - The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or

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**SECTION 2 - GENERAL REGULATIONS (Cont'd)****2.6 DISCONTINUANCE OF SERVICE (Cont'd)****2.6.5 Cancellation of Service (Cont'd)**

- The Customer states that it will not comply or fails to comply with a written request by the Company for security for the payment for service(s), as specified in this tariff; or
- The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
- The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
  - Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
  - Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - Any other fraudulent means or devices; or
- The Customer uses service or facilities of the Company for a call or calls, anonymous or otherwise, in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
- The Customer uses profane or obscene language in conjunction with the Company's service or facilities; or
- The Customer violates any of the rules, regulations, or conditions under which service is furnished.

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**SECTION 2 - GENERAL REGULATIONS (Cont'd)****2.6 DISCONTINUANCE OF SERVICE (Cont'd)****2.6.5 Cancellation of Service (Cont'd)**

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

**2.6.6 Assignment or Transfer of Service**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer or substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

**2.6.7 Shortage of Equipment or Facilities**

The Company reserves the right to limit or to allocate the use of existing facilities or additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

**2.7 SPECIAL TAXES, FEES, CHARGES**

Insofar as practicable, any sales, use, privilege, excise, franchise, or occupation tax, costs of furnishing service without charge or similar taxes or impositions levied by the Federal, State, or Local government, or any political subdivision or taxing authority against the Carrier may be billed by the Carrier to its Customers on a pro rated basis.

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**SECTION 3 - SPECIAL ARRANGEMENTS****3.1 SPECIAL ARRANGEMENTS****3.1.1 Contracts**

PaCLEC may offer customized service packages under special arrangements on a case-by-case basis. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Such contracts will be filed with the Pennsylvania Commission.

**3.1.2 Promotional Offerings**

PaCLEC may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration.

**3.2. SPECIAL CONSTRUCTION****3.2.1. Basis for Charges**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, the Customer may be charged for the following construction costs to the extent they are applicable:

- A. Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes:
  - 1. equipment and materials provided or used,
  - 2. engineering, labor and supervision,
  - 3. transportation, and
  - 4. rights of way;
- B. Cost of maintenance;
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

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SECTION 3 – SPECIAL ARRANGEMENTS (Cont'd)

3.2 SPECIAL CONSTRUCTION (Cont'd)

3.2.1 Basis for Charges (Cont'd)

- D. Administration, taxes and uncollectible revenue on the basis of reasonable average costs or 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; and
- H. an amount for return and contingencies.

3.2.2 Termination Liability

To the extent that there is no other use of facilities specially constructed at the request of the customer, a termination liability may apply for the customer's termination of service associated with the use of the facilities that are specially constructed for the customer.

- A. The termination liability period is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
  - 1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
    - a. equipment and materials provided or used,
    - b. engineering, labor and supervision,
    - c. transportation, and
    - d. rights of way;
  - 2. license preparation, processing, and related fees;

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SECTION 3 - SPECIAL ARRANGEMENTS (Cont'd)

3.2 SPECIAL CONSTRUCTION (Cont'd)

3.2.2 Termination Liability (Cont'd)

3. tariff preparation, processing, and related fees;
4. cost of removal and restoration, where appropriate; and
5. any other identifiable costs related to the specially constructed or rearranged facilities.

C. The termination liability is calculated based on the sum of the amounts identified in Section B. above, multiplied by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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## SECTION 4 - SERVICE AREAS

### 4.1 EXCHANGE CLASSIFICATIONS

#### 4.1.1 General

PaCLEC offers Local Exchange Service within the Exchange Areas located within the service territories of Verizon Pennsylvania, Inc., Verizon North Incorporated, Sprint Communications, L.L.P. and The United Company Of Pennsylvania, and subscribes to the exchange area maps of Verizon Pennsylvania, Inc., Verizon North Incorporated, Sprint Communications, L.L.P and The United Telephone Company of Pennsylvania, subject to the availability of facilities.

### 4.2 LOCAL CALLING AREAS

The Company will provide service within the Verizon Pennsylvania, Inc., Verizon North Incorporated, Sprint Communications L.L.P. and The United Telephone Company of Pennsylvania service territories located in Pennsylvania. For switched voice services that it may provide as an adjunct to its other service offerings, PaCLEC will provide local service, at a minimum, within the local calling areas defined in the local exchange tariff of the incumbent local exchange company for the geographic area being served. NXXs associated with each particular exchange, zone or local calling area may be found in the telephone directory published by the incumbent local exchange provider in the Customer's exchange area.

Subject to the availability of facilities, the Company will provide service in the following local exchanges and zone areas:

#### 4.2.1 Philadelphia Metro Area

(Central Office Districts are in parentheses)

Zone 1 (Baldwin, Poplar, Regent, Locust, Market, Pennypacker, Dewey)

Zone 2 (City-West, Overbrook, Eastwick, Saratoga, University City)

Zone 3 (Oak Lane, Chestnut Hill, Manayunk, Germantown, Davenport (Logan))

Zone 4 (Fox Chase, Torresdale, Bustleton, Frankford, Mayfair)

#### 4.2.2 Philadelphia Suburban Area

Zone 10 (Chester Heights)

Zone 11 (Chester)

Zone 12 (Media)

Zone 13 (Swarthmore)

Zone 14 (Darby-Ridley Park-Sharon Hill)

Zone 17 (Upper Darby)

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**SECTION 4 - SERVICE AREAS (Cont'd)****4.2 LOCAL CALLING AREAS (Cont'd)****4.2.2 Philadelphia Suburban Area (Cont'd)**

Zone 21 (Havertown-Manoa)  
Zone 22 (Broomall-Newton Square)  
Zone 23 (Cynwyd-Narberth)  
Zone 24 (Ardmore)  
Zone 25 (Bryn Mawr)  
Zone 26 (Wayne)  
Zone 28 (Paoli-Malvem-Berwyn)  
Zone 29 (Valley Forge)  
Zone 30 (Norristown)  
Zone 31 (Conshohocken)  
Zone 32 (Flourtown)  
Zone 33 (Ambler)  
Zone 34 (Cheltenham-Elkins Park-Jenkintown)  
Zone 37 (Bethayres-Huntingdon)  
Zone 38 (Willow Grove)  
Zone 39 (Hatboro)  
Zone 40 (Feasterville-Churchville)  
Zone 41 (Eddington-Cornwells Heights)  
Zone 42 (Bristol)  
Zone 43 (Langhorne)  
Zone 44 (Levittown)  
Zone 45 (Warrington)

**4.2.3 Pittsburgh Metro Area (Central Office Districts are in parentheses)**

Zone 1 (Allentown, Downtown, North Side, Oakland, Squirrel Hill)  
Zone 2 (West View, Bellevue)  
Zone 3 (Sharpsburg, Millvale)  
Zone 4 (Braddock, Wilkinsburg)  
Zone 5 (Homestead)  
Zone 6 (Carrick, Mount Lebanon)  
Zone 7 (Grafton, McKees Rocks)  
Zone 8 (East Liberty)

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## SECTION 4 -- SERVICE AREAS (Cont'd)

## 4.2 LOCAL CALLING AREAS (Cont'd)

## 4.2.4 Pittsburgh Suburban Area

Zone 10 (McKeesport)

Zone 11 (Pleasant Hills)

Zone 12 (Bethel Park)

Zone 13 (Bridgeville)

Zone 14 (Camegie)

Zone 15 (Coraopolis)

Zone 16 (Sewickley)

Zone 17 (Perrysville)

Zone 18 (Glenshaw)

Zone 19 (Fox Chapel)

Zone 20 (Oakmont)

Zone 21 (Penn Hills)

Zone 22 (Monroeville)

Zone 23 (Irwin)

## 4.2.5 Philadelphia Metro Area:

All zones in the Philadelphia Metro area and the Philadelphia Suburban area. The Philadelphia Metro area includes the following zones: Zone 1 (Baldwin, Poplar, Regent, Locust, Market, Pennypacker, Dewey), Zone 2 (City-West, Overbrook, Eastwick, Saratoga, University City), Zone 3 (Oak Lane, Chestnut Hill, Manayunk, Germantown, Davenport (Logan) ), Zone 4 (Fox Chase, Torresdale, Bustleton, Frankford, Mayfair). The Philadelphia Suburban area includes the following zones: Zone 10 (Chester Heights), Zone 11 (Chester), Zone 12 (Media), Zone 13 (Swarthmore), Zone 14 (Darby-Ridley Park-Sharon HiIQ, Zone 17 (Upper Darby), Zone 21 (Havertown-Manaa), Zone 22 (Broomall-Newton Square), Zone 23 (Cynwyd-Narberth), Zone 24 (Ardmore), Zone 25 (Bryn Mawr), Zone 26 (Wayne), Zone 28 (Paoli-Malvem-Berwyn), Zone 29 (Valley Forge), Zone 30 (Norristown), Zone 31 (Conshohocken), Zone 32 (Flourtown), Zone 33 (Ambler), Zone 34 (Cheltenham-Elkins Park-Jenkintown), Zone 37 (Bethayres-Huntingdon), Zone 38 (Willow Grove), Zone 39 (Hatboro), Zone 40 (Feasterville-Churchville), Zone 41 (Eddington-Comwells Heights), Zone 42 (Bristol), Zone 43 (Langhorne), Zone 44 (Levittown), and Zone 45 (Warrington).

## SECTION 4 -- SERVICE AREAS (Cont'd)

## 4.2 LOCAL CALLING AREAS (Cont'd)

## 4.2.6 Philadelphia Suburban Area:

All zones in the Philadelphia Suburban area and the Philadelphia Metro area. The Philadelphia Suburban area includes the following zones: Zone 10 (Chester Heights), Zone 11 (Chester), Zone 12 (Media), Zone 13 (Swarthmore), Zone 14 (Darby-Ridley Park-Sharon Hill), Zone 17 (Upper Darby), Zone 21 (Havertown-Manoa), Zone 22 (Broomall-Newton Square), Zone 23 (Cynwyd-Narberth), Zone 24 (Ardmore), Zone 25 (Bryn Mawr), Zone 26 (Wayne), Zone 28 Paoli-Malvem-Berwyn), Zone 29 (Valley Forge), Zone 30 (Norristown), Zone 31 (Conshohocken), Zone 32 (Flourtown), Zone 33 (Ambler), Zone 34 (Cheltenham-Elkins Park-Jenkintown), Zone 37 (Bethayres-Huntingdon), Zone 38 (Willow Grove), Zone 39 (Hatboro), Zone 40 (Feasterville-Churchville), Zone 41 (Eddington-Comwells Heights), Zone 42 (Bristol), Zone 43 (Langhorne), Zone 44 (Levittown), and Zone 45 (Warrington). The Philadelphia Metro area includes the following zones: Zone I (Baldwin, Poplar, Regent, Locust, Market, Pennypacker, Dewey), Zone 2 (City-West, Overbrook, Eastwick, Saratoga, University City), Zone 3 (Oak Lane, Chestnut Hill, Manayunk, Germantown, Davenport (Logan)), Zone 4 (Fox Chase, Torresdale, Bustleton, Frankford, Mayfair).

## 4.2.7 Additional Exchanges Within Philadelphia Suburban Zones:

The following Philadelphia Suburban zones include additional exchanges in zones in their local calling areas as indicated below:

<u>Zone</u>	<u>Additional Exchanges/Zones</u>
10	Holly Oak, DE; Lenape, Mendenhall, West Chester, Westtown, and Wilmington, DE.
11	Holly Oak, DE
28	Chester Springs, Downingtown, Eagle, Exton, Lenape, Phoenixville, West Chester, and Westtown.
29	Collegeville, Phoenixville, and Royersford.
30	Center Point, Collegeville, Harleysville, Lansdale, North Wales, Phoenixville, Royersford, and Schwenksville.
31	Center Point and Collegeville
33	North Wales
34	North Wales
40	Newtown and Wycombe
42	Morrisville and Yardley

## SECTION 4 -- SERVICE AREAS (Cont'd)

## 4.2 LOCAL CALLING AREAS (Cont'd)

## 4.2.7 Additional Exchanges Within Philadelphia Suburban Zones (Cont'd)

- 43 Morrisville, Newtown, and Yardley
- 44 Morrisville, Newtown, and Yardley
- 45 Buckingham, Doylestown, Line Lexington, and Wycombe

## 4.2.8 Pittsburgh Metro Area:

All zones in the Pittsburgh Suburban area and the Pittsburgh Metro area. The Pittsburgh Metro area includes Zone 1 (Allentown, Downtown, North Side, Oakland, Squirrel Hill), Zone 2 (West View, Bellevue), Zone 3 (Sharpsburg, Millvale), Zone 4 (Braddock, Wilkinsburg), Zone 5 (Homestead), Zone 6 (Cardck, Mount Lebanon), Zone 7 (Crafton, McKees Rocks), and Zone 8 (East Liberty). The Pittsburgh Suburban area includes the following zones: Zone 10 (McKeesport), Zone 11 (Pleasant Hills), Zone 12 (Bethel Park), Zone 13 (Bridgeville), Zone 14 (Camegie), Zone 15 (Coraopolis), Zone 16 (Sewickley), Zone 17 (Perrysville), Zone 18 (Glenshaw), Zone 19 (Fox Chapel), Zone 20 (Oakmont), Zone 21 (Penn Hills), Zone 22 (Monroeville), and Zone 23 (Irwin).

## 4.2.9 Pittsburgh Suburban Area:

All zones in the Pittsburgh Suburban area and the Pittsburgh Metro area. The Pittsburgh Suburban area includes the following zones: Zone 10 (McKeesport), Zone 11 (Pleasant Hills), Zone 12 (Bethel Park), Zone 13 (Bridgeville), Zone 14 (Camegie), Zone 15 (Coraopolis), Zone 16 (Sewickley), Zone 17 (Perrysville), Zone 18 (Glenshaw), Zone 19 (Fox Chapel), Zone 20 (Oakmont), Zone 21 (Penn Hills), Zone 22 (Monroeville), and Zone 23 (Irwin). The Pittsburgh Metro area includes Zone 1 (Allentown, Downtown, North Side, Oakland, Squirrel Hill), Zone 2 (West View, Bellevue), Zone 3 (Sharpsburg, Millvale), Zone 4 (Braddock, Wilkinsburg), Zone 5 (Homestead), Zone 6 (Cardck, Mount Lebanon), Zone 7 (Crafton, McKees Rocks), and Zone 8 (East Liberty).

## SECTION 4 -- SERVICE AREAS (Cont'd)

## 4.2 LOCAL CALLING AREAS (Cont'd)

## 4.2.10 Additional Exchanges Within Philadelphia Suburban Zones:

In addition, the following Pittsburgh Suburban zones include additional exchanges/zones in their local calling areas as indicated below:

<u>Zone</u>	<u>Additional Exchanges/Zones</u>
10	Clairton and Elizabeth
11	Finleyville and McMurray
12	Canonsburg, McDonald, McMurray and Oakdale
13	Imperial and Oakdale
14	Ambridge, Glenwilliard and Imperial
15	Ambridge, Aliquippa and Glenwilliard
16	Wexford (N. Pittsburgh Telephone Co.)
17	Springdale
18	New Kensington, Springdale and Tarentum
19	Export (Alltel)
20	Harrison City and Export (Alltel)
21	Greensburg, Harrison City (Alltel), Herminie and Jeannette

## 4.2.11 Additional Exchanges In PaCLEC Service Territory

Airville	Allentown
Allensville	Ambler
Annville	Ardmore
Auburn	Avondale
Avonmore	Cynwyd
Bathyres (Huntingdon Valley Exch.)	Beach Lake
Beaverdale	Beaver Springs
Bedford	Bedford Valley
Beech Creek	Belleville
Berlin	Bernsville
Bethlehem	Boswell

## SECTION 4 -- SERVICE AREAS (Cont'd)

## 4.2 LOCAL CALLING AREAS (Cont'd)

## 4.2.11 Additional Exchanges In PaCLEC Service Territory (Cont'd)

Biglerville	Blacktown
Blain	Blue Ridge Summit
Bristol	Brogue
Brookside	Bruin
Bryn Mawr	Buffalo
Butler	Cambria Springs
Carlisle	Catasauqua
Center Point	Central City
Chambersburg	Chapman Lake
Charlesville	Cheltenham-Elkins Park-Jenkintown
Chester	Chester Heights
Chester Springs	Chicora
Churchville (Feasterville Exch.)	Claysburg
Clearville	Clintonville
Coatesville	Collegeville
Columbia	Confluence
Connoquenessing	Conshohocken
Cooperstown	Corry
Darby-Ridley Park-Sharon Hill	Dauphin
Davidsville	Delta
Dingman's Ferry	Dover
Downingtown	Doylestown
Dry Run	Duncannon
Eagle	East Berlin
Easton	East Waterford
Eau Claire	Eddington-Cornwells Heights
Edinboro	Elizabethtown
Elkland	Emienton
Emmaus	Erie

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## SECTION 4 -- SERVICE AREAS (Cont'd)

## 4.2 LOCAL CALLING AREAS (Cont'd)

## 4.2.11 Additional Exchanges In PaCLEC Service Territory (Cont'd)

Evans City	Everett
Exton	Fairfield
Fairview	Fawn Grove
Fayetteville	Fishertown
Foxburg	Fleetwood
Flourtown	Franklin
Friedensburg	Fristown
Galilee	Gettysburg
Girard	Glen Rock
Grand Valley	Greencastle
Hanover	Harrisburg Exchange (Zone 1)
Harrisburg Exchange (Zone 2)	Harrison Valley
Harrisville	Hatboro
Havertown-Manoa	Hellertown
Hershey	Hewitt
Hooversville	Hopewell
Howard	Hummelstown
Hyndman	Ickesburg
Jefferson	Jermyn
Johnstown	Jonestown
Kempton	Kennett Square
Kingston	Knoxville
Lancaster	Landisville
Lansdale	Langhorne
Lansdowne-Upper Darby	Larchmont-Broomall-Newtown Square
Lebanon	Levittown
Lincolnton	Littlestown
Liverpool	Loganville
Loyalstock	Loysville
Loysville	Manchester
Mantzville	Marietta

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## SECTION 4 -- SERVICE AREAS (Cont'd)

## 4.2 LOCAL CALLING AREAS (Cont'd)

## 4.2.11 Additional Exchanges In PaCLEC Service Territory (Cont'd)

Marion	Marklesburg
Martinsburg	Marysville
Matamoras	McAlisterville
McConnellstown	McConnellsburg
McKean	McKeansburg
Mechanicsburg	Media
Mendenhall	Mercersburg
Meridian	Meyersdale
Middlesburg	Middletown
Mifflintown	Milford/Log Tavern
Millersville	Morrisville
Mortonville	Moosic
Moscow	Mount Gretna
Mount Joy	Mount Pleasant Hills
Mountsville	Mt. Holly Springs
Myerstown	Nanty Glo
Nazereth	New Bedford
New Bloomfield	Newburg
New Oxford	Newport
New Smithville	New Tripoli
Newtown	Newville
New Wilmington	Nixon
Norristown-King of Prussia	Northampton
North East	North Wales
North Washington	Oil City
Olyphant	Orbisonia
Ostersburg	Palmyra
Paoli-Malvern-Berwyn	Parker
Phoenixville	Pine Grove
Pittston	Plain Grove
Pleasantville	Portersville

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## SECTION 4 -- SERVICE AREAS (Cont'd)

## 4.2 LOCAL CALLING AREAS (Cont'd)

## 4.2.11 Additional Exchanges In PaCLEC Service Territory (Cont'd)

Port Royal	Pottstown
Prospect	Princeton
Quakertown	Reading
Red Lion	Reedsville
Richfield	Roaring Spring
Rockwood	Robesonia
Royersford	Sabinsville
Saint Thomas	Salisbury
Saltsburg	Sayre
Schaefferstown	Schellsburg
Scranton	Selinsgrove
Selinsgrove (Shamokin Dam)	Seward
Shade Gap	Shellsville
Shippensburg	Shohola
Slatintown	Slippery Rock
Somerset	South Fork
Spartansburg	Spring Grove
State Line	Stewartstown
Strasburg	Swarthmore
Taylor	Taylorstown
Thompsonstown	Three Springs
Titusville	Trout Run
Union City	Valley Forge
Vandergrift	Volant
Warrington	Waterford
Wattsburg	Wayne
Waynesboro	Wesley
West Chester	Westfield
West Sunbury	Westtown
Wilkes-Barre	Williamsburg
Willow Grove	Windber

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SECTION 4 -- SERVICE AREAS (Cont'd)

4.2 LOCAL CALLING AREAS (Cont'd)

4.2.11 Additional Exchanges In PaCLEC Service Territory

Womelsdorf  
Wyoming  
York  
Zion

Wrightsville  
Yardley  
York Springs

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**SECTION 5 - DESCRIPTION OF SERVICE****5.1 DATA ACCESS SERVICE****5.1.1 Description of Service**

Data Access Service provides a Customer with a high-speed conduit to the public switched network, the Internet or to other telecommunications end user customers. The service is available at DS-1 and DS-3 loop service speeds:

Data channels operating at speeds other than those listed may be provided at the Company's option on an Individual Case Basis (ICB) terms and conditions.

Service	Speed
DS-1 Service	1.544 Mbps (unchannelized)
DS-3 Service	44.736 Mbps (unchannelized)

Rates are offered under two pricing plans described in Section 7. Pricing is based on whether the Customer service location is On-Net or Off-Net. For purposes of this offering, On-Net service shall mean service to the Customer service location is provided entirely by PaCLEC Corporation over its own facilities. Off-Net service shall mean service to the Customer service location is not provided entirely by PaCLEC Corporation, including the use of unbundled network elements. A minimum one-year term commitment is required with the Off-Net service offering.

Customer and PaCLEC Corporation agree that in the event of a decision by a regulatory authority at the federal, state or local level, including but not limited to the approval of a new ILEC interconnection arrangement, which alters PaCLEC's ability to offer the current contract rate, upon 30 days written notification to Customer, PaCLEC Corporation may migrate the Customer to the Off-Net Price Plan for the remainder of the Customer's term commitment, if any. If PaCLEC Corporation chooses to migrate Customer to an Off-Net Price Plan for the remainder of Customer's term commitment, Customer may cancel service without penalty upon 30 days written notice to PaCLEC Corporation after receipt of the PaCLEC Corporation migration notice.

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**SECTION 5 - DESCRIPTION OF SERVICE (Cont'd)****5.1 DATA ACCESS SERVICE (Cont'd)****5.1.2 Availability of Service to Both Business and Residential Customers**

Data Access Service is available to any customer—business or residential—that is willing to pay the prices prescribed in accordance with the terms and conditions of this tariff.

**5.1.3 Non-regulated Services**

Various non-regulated services are offered in conjunction with PaCLEC's Data Access Service. These services may involve additional charges.

**5.2 PRIMARY RATE INTERFACE-INBOUND SERVICE****5.2.1 Description of Service**

Primary Rate Interface-Inbound Service is an inbound-only Primary Rate Interface ISDN service. PRI-Inbound is a DS-1 level service that provides the Customer with trunk-side access to the public switched network. Service will be delivered to the Customer on a digital basis only. The Customer may elect to convert the digital signal to analog using Customer provided channel banks, communications servers or similar equipment at their own discretion, but PaCLEC Corporation will not provide this as part of the service.

PRI-Inbound is a dedicated inbound-only service that cannot be used to originate calls. It is designed to support high inbound call volumes.

Rates are offered under two pricing plans described in Section 7. Pricing is based on whether the Customer service location is On-Net or Off-Net. For purposes of this offering, On-Net service shall mean service to the Customer service location is provided entirely by PaCLEC Corporation over its own facilities. Off-Net service shall mean service to the Customer service location is not provided entirely by PaCLEC Corporation, including the use of unbundled network elements or facilities.

A minimum one-year term commitment is required with the Off-Net service offering.

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**SECTION 5 - DESCRIPTION OF SERVICE (Cont'd)****5.2 PRIMARY RATE INTERFACE-INBOUND SERVICE (Cont'd)****5.2.1 Description of Service (Cont'd)**

Customer and PaCLEC Corporation agree that in the event of a decision by a regulatory authority at the federal, state or local level, including but not limited to the approval of a new ILEC interconnection arrangement, which alters PaCLEC's ability to offer the current contract rate, upon 30 days written notification to Customer, PaCLEC Corporation may migrate the Customer to the Off-Net Price Plan for the remainder of the Customer's term commitment, if any. If PaCLEC Corporation chooses to migrate Customer to an Off-Net Price Plan for the remainder of Customer's term commitment, Customer may cancel service without penalty upon 30 days written notice to PaCLEC Corporation after receipt of the PaCLEC Corporation migration notice.

**5.2.2 Availability of Service to Both Business and Residential Customers**

Primary Rate Interface - Inbound Service is available to any customer—business or residential—that is willing to pay the prices prescribed in accordance with the terms and conditions of this tariff.

**5.3 PRIMARY RATE INTERFACE-BASIC SERVICE****5.3.1 Description of Service**

Primary Rate Interface-Basic Service is a Primary Rate Interface ISDN service. PRI-Basic is a DS-1 level service that provides the Customer with trunk-side access to the public switched network. Service will be delivered to the Customer on a digital basis only. The Customer may elect to convert the digital signal to analog using Customer provided channel banks, communications servers or similar equipment at their own discretion, but PaCLEC Corporation will not provide this as part of the service.

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**SECTION 5 - DESCRIPTION OF SERVICE (Cont'd)****5.3 PRIMARY RATE INTERFACE-BASIC SERVICE (Cont'd)****5.3.1 Description of Service (Cont'd)**

Rates are offered under two pricing plans described in Section 7. Pricing is based on whether the Customer service location is On-Net or Off-Net. For purposes of this offering, On-Net service shall mean service to the Customer service location is provided entirely by PaCLEC Corporation over its own facilities. Off-Net service shall mean service to the Customer service location is not provided entirely by PaCLEC Corporation, including the use of unbundled network elements. A minimum one-year term commitment is required with the Off-Net service offering.

Customer and PaCLEC Corporation agree that in the event of a decision by a regulatory authority at the federal, state or local level, including but not limited to the approval of a new ILEC interconnection arrangement, which alters PaCLEC's ability to offer the current contract rate, upon 30 days written notification to Customer, PaCLEC Corporation may migrate the Customer to the Off-Net Price Plan for the remainder of the Customer's term commitment, if any. If PaCLEC Corporation chooses to migrate Customer to an Off-Net Price Plan for the remainder of Customer's term commitment, Customer may cancel service without penalty upon 30 days written notice to PaCLEC Corporation after receipt of the PaCLEC Corporation migration notice.

**5.3.2 Availability of Service to Both Business and Residential Customers**

Primary Rate Interface - Basic Service is available to any customer—business or residential—that is willing to pay the prices prescribed in accordance with the terms and conditions of this tariff.

**5.4 COLLOCATION**

PaCLEC will offer Collocation service to Customers who wish to connect their equipment and facilities to PaCLEC's equipment and facilities that are located in buildings and sites operated and maintained by PaCLEC. Collocation service is an adjunct service that PaCLEC may choose to offer to Customers in connection with providing Customers with other tariff and/or special services that are prescribed in this Tariff.

## SECTION 5 - DESCRIPTION OF SERVICE (Cont'd)

## 5.5 DSL SERVICE

## 5.5.1 Description of Service

DSL Service provides a Customer with a high-speed conduit to a PaCLEC Digital Subscriber Line Access Multiplexer (DSLAM). DSL Service consists of a voice-grade copper loop that connects a Customer service location to a PaCLEC DSLAM. In order to allow the DSL Service to be useful, the Customer must also have a separate connection to the DSLAM via either a PaCLEC Data Access Service or a Collocation cross-connect. The DSLAM aggregates multiple DSL Services onto one or more Data Access Services or Collocation cross-connects, which provides the Customer with a complete connection between the individual DSL Services and the public switched network, the Internet or to other telecommunications end user customers. DSL Service is available in six different loop service speeds:

The listed speeds are maximum rates, and will vary depending upon the Customer's distance from the PaCLEC DSLAM equipment used to provide the DSL Service. DSL Service operating at speeds other than those listed may be provided at the Company's option on an Individual Case Basis (ICB) terms and conditions.

<u>Service</u>	<u>Download Speed*</u>	<u>Upload Speed**</u>
DSL Level 1	Up to 768 Kbps	Up to 256 Kbps
DSL Level 2	Up to 1.6 Mbps	Up to 512 Kbps
DSL Level 3	Up to 7.1 Mbps	Up to 768 Kbps
DSL Level 4	Up to 768 Kbps	Up to 768 Kbps
DSL Level 5	Up to 1.6 Mbps	Up to 1.6 Mbps
DSL Level 6	Up to 6 Mbps	Up to 6 Mbps

\*Download Speed is the speed at which data travels from the DSLAM towards the Customer service location. \*\*Upload Speed is the speed at which data travels from the Customer service location towards the DSLAM.

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SECTION 5 - DESCRIPTION OF SERVICE (Cont'd)

5.5 DSL SERVICE (Cont'd)

5.5.2 Availability of Service to Both Business and Residential Customers

DSL Service is available to any customer—business or residential—that is willing to pay the prices prescribed in accordance with the terms and conditions of this tariff.

5.5.3 Non-regulated Services

Various non-regulated services are offered in conjunction with PaCLEC's DSL Service. These services may involve additional charges.

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**SECTION 6 - SPECIAL SERVICES AND PROGRAMS****6.1 INTRALATA TOLL PRESUBSCRIPTION****6.1.1 Description of Services**

IntraLATA toll presubscription is a procedure whereby an end user may select and designate an IntraLATA Toll Provider (“ITP”) to access IntraLATA toll calls without dialing an access code.

The end user may designate an ITP for IntraLATA toll, and a different carrier to InterLATA toll, or the same carrier for both. The ITP is referred to as the end user’s preferred IntraLATA toll provider.

Whenever the Company offers, and in conjunction with the Company’s commencement of switched services, PaCLEC will offer the following IntraLATA presubscription services:

(A) Presubscription Charge Applications

30-Day Initial Free Presubscription Choice for Existing End Users.

Existing end users may exercise an initial free presubscription choice, either by contacting the Company or by contacting the ITP directly. The initial free choice must be made within thirty days following implementation of IntraLATA toll presubscription.

(B) Initial Free Presubscription Choice for New Users

New end users who subscribe to service after the presubscription implementation date (including an existing customer who orders an additional line) will be asked to select a primary ITP when they place an order for telephone exchange service. If a customer cannot decide upon an IntraLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA PIC choice without charge. In the interim, the customer will be assigned a “No-PIC” and will have to dial an access code to make IntraLATA toll calls. The free selection period available to new end users is the period within thirty days of installation of the new service.

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**SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)****6.2 LIFELINE SERVICE****6.2.1 Description**

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

Please note that PaCLEC Corporation will provide Lifeline services to customers whenever PaCLEC Corporation begins to offer switched voice services over the public switched network.

**6.2.2 Regulations**

- (a) Lifeline Service is available to qualified residence customers and is provided via a residence individual Dial Tone Line. Lifeline Service is limited to only one Service per qualified customer or household. A potential Lifeline customer who has an outstanding final bill for telephone service which is less than (4) years old must pay the entire balance of any Basic Service final bill before being eligible for Lifeline Service.
- (b) Residence Lifeline Service consists of the following tariffed standard features and optional customer elected services at the applicable rates, charges and regulations for each feature and service provided:
  - (1) One-Party Residence Unlimited Service and Local Measured Service, if available.
  - (2) Directory Listing (standard only)
  - (3) Non-Published or Non-Listed Telephone Number Service
  - (4) Access to Directory Assistance Service.
  - (5) Touch-Tone Calling Service.
  - (6) Access to Message Toll Telephone Service and Optional Dial Station-To-Station Calling Plan Services. However, the Residence Lifeline Dial Tone Line will be blocked from dial station access to 976/556/900 and any other type of Audiotex Service.

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**SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)****6.2 LIFELINE SERVICE (Cont'd)****6.2.2 Regulations (Cont'd)**

- (7) Access to Operator Services.
  - (8) Voluntary Toll Restriction Option.
  - (9) Link Up America (if eligible)
  - (10) Access to 800/888 Services.
  - (11) Access to Call Trace.
  - (12) Access to Alerting and Reporting Systems (9-1-1 dialing).
  - (13) Access to the Pennsylvania Telecommunications Relay Service.
  - (14) Caller ID Per-call and Per-line Blocking
  - (15) One optional vertical service (1)
- (1) When a Lifeline Customer subscribes to the Company's or a private vendor's voice mail service as the optional vertical service, a second vertical service may be added if necessary to make the voice mail service function.
- (c) An applicant for Lifeline Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs, federal public housing, and be able to provide proof of income which is at or below 150% of the annual United States Census Bureau Poverty Level Guidelines For All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of Lifeline Service participants will be conducted biennially by PaCLEC Corporation

**Pennsylvania Department of Public Welfare Lifeline Service Programs:**

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

The DPW Programs listed above must be certified by DPW. Such certification by DPW will be provided only when a DPW client requests Lifeline Service based on the client's status as a participant in any of the above eligibility programs. Certification by DPW will be limited to confirmation of the client's program

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**SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)****6.2. LIFELINE SERVICE (Cont'd)****6.2.2 Regulations (Cont'd)**

status (i.e., participation or non-participation). Participation by DPW is subject to execution of an agreement with DPW and PaCLEC Corporation.

- (d) Lifeline Service will be provided to a customer only so long as such customer continues to meet the participation and certification guidelines in (c) above. At the time of initial establishment of Lifeline Service, the customer agrees to have his or her eligibility recertified as determined by PaCLEC Corporation. When PaCLEC Corporation is notified by the customer or determines through recertification that the Lifeline Service customer is no longer a participant in the DPW programs in (c) above or otherwise low-income eligible, the customer will be notified (by telephone or letter) that the Lifeline Service rate is no longer applicable. Within the stated customer notification period (10 working days from the date of the notification), the customer can contact the Company to negotiate new Dial Tone Service arrangements at applicable tariff rates (no connection charges will apply for existing services or options retained). If the customer does not contact the Company by the end of the notification period, the Lifeline Service will be changed to applicable Exchange Area Dial Tone Line service at existing tariff rates (no connection charges will apply to existing services or options retained). Upon contacting the Company, the customer will have ten (10) working days to complete the low-income certification or recertification process in order to retain Lifeline Service.
- (e) A Lifeline Service customer may not subscribe to any other type of residence Local Exchange Service at the same or other premises. Lifeline Service will not be provided via Foreign Exchange or Foreign Central Office Service arrangements.
- (f) Only services listed in (b) above will be provided to Lifeline customers. All other premium services offered by the Company will not be available.
- (g) Lifeline Service customers are required to apply for the Link Up America benefit when applicable.

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**SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)****6.2. LIFELINE SERVICE (Cont'd)****6.2.2 Regulations (Cont'd)**

- (h) Customer requested temporary suspension of Lifeline Service is not permitted.
- (i) Lifeline Service does not apply to applicants who are full time students living in university or college controlled housing.
- (j) The applicant must not be a dependent for the Federal Income Tax purposes, unless he or she is 60 years of age or older.
- (k) Lifeline customers are subject to all Residence service regulations in this and other tariffs of PaCLEC Corporation
- (l) Residence Lifeline Service cannot be resold by the customer or the customer's agent(s).
- (m) Resale of Lifeline Services are subject to wholesale rate obligations under Section 251 (c)(4) of the Telecommunications Act of 1996.
- (n) All outstanding charges, account balances and service restrictions apply to existing customers who qualify for Lifeline Service. Service restrictions will remain until the arrearage(s) have been paid in full.
- (o) Any Lifeline customer who has a past due balance of Toll Charges will be treated with the appropriate Chapter 64 regulations. The Residence Toll Restoral Charge applies to Lifeline Customers who are suspended for non-payment and who subsequently pay their outstanding toll charges and request toll restoral. If a Lifeline customer is toll restricted for a second occurrence the Company may, at its discretion, place the Lifeline customer on permanent toll restriction.
- (p) Toll-Blocking and Toll-Control services will be provided at no charge to Lifeline Service subscribers, to the extent that they are offered.

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**SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)****6.2. LIFELINE SERVICE (Cont'd)****6.2.2 Lifeline Service Dial Tone Line Monthly Rate**

- (a) Applicable Residence Dial Tone monthly rate minus \$1.75 (1)
- (b) Lifeline Service customers will pay the applicable Subscriber Line Charge monthly rate and will be given credit for the same amount of the Subscriber Line Charge as prescribed by the Federal Communications Commission at Docket Nos. 00-256, 96-45, 98-77, 98-166, and 00-193.
- (c) Lifeline Service is subject to all applicable state, local and federal taxes, and surcharges, and to all applicable tariff rates, charges, surcharges and regulations.

**NOTE:**

- (1) The Dial Tone Line and Subscriber Line Charge monthly rate discounts will be reduced to the extent that application of the full discount would not result in rates that are less than zero.

**6.3 LINK UP AMERICA**

Link Up America is a program designed to promote universal service by providing a discount on service connection charges for qualified low-income customers.

**Note: Customers who qualify for Link Up America Service may also qualify for Lifeline Service.**

Please note that PaCLEC Corporation will provide Link Up America services to customers whenever PaCLEC Corporation begins to offer switched voice services over the public switched network.

**6.3.1 Regulations**

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

## SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

## 6.3 LINK UP AMERICA (Cont'd)

## 6.3.1 Regulations (Cont'd)

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

The applicant must self-certify the requirement set out in (a).

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

Pennsylvania Department of Public Welfare Link Up America Service Programs:

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

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

- (c) The Link Up America discount is applicable to one access line (dial tone line) when applied to the installation or relocation of main service at a Customer's principal residence.
- (d) Link Up America applicants are not exempt from Telephone Company deposit requirements.

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**SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)****6.3 LINK UP AMERICA (Cont'd)****6.3.1 Regulations (Cont'd)**

- (e) Service will not be established at discounted rates prior to receipt of certification. Service will be established at full Service Connection charges. If certification is received within 60 days of original application for service, credit will be applied to provide the Link Up America discount.
- (f) The Link Up America discount does not apply to applicants who are full time students living in university or college controlled housing.

**6.3.2 Rates**

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

**6.4 UNIVERSAL EMERGENCY TELEPHONE NUMBER (911 SERVICE)**

Universal Emergency Telephone Number Service (911 Service) is an arrangement of central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all Lines to an emergency report center are busy. If no emergency report center exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. No charge applies for calls to the 911 number. Whenever the Company offers, and in conjunction with the Company's commencement of switched services, the Company will provide 911 services.

**6.4.1 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.

Telephone Company: A telecommunications public utility regulated by the Pennsylvania Public Utility Commission and which has or requests access to the county/municipality

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**SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)****Section 6.4 UNIVERSAL EMERGENCY TELEPHONE NUMBER (911 SERVICE) (Cont'd)****Section 6.4.1 Glossary of Terms (Cont'd)**

9-1-1 system or connection to the serving selective router, including, but not limited to, local exchange carriers and competitive local exchange carriers. This term is synonymous with 'service provider.'

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

- A. Tax area record
- B. Locality
- C. Street
- D. Thoroughfare
- E. Directions [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]

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.

**6.4.2 Regulations**

A. The Telephone Company will comply with the Protocols as set forth in, and in the form of, Service Provide E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order (MSAG), Docket No. P-00971203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998.

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 Pa. P.U.C. No. 1, Section 1, General Regulations.

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**SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)****Section 6.4 UNIVERSAL EMERGENCY TELEPHONE NUMBER (911 SERVICE) (Cont'd)****Section 6.4.2 Regulations (Cont'd)**

D. Cases of service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.

E. The service provider will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.

F. The Host Telephone Company will install the county's/municipality's MSAG in 'read/write' format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within ten (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.

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 service provider will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.

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**SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)****Section 6.4 UNIVERSAL EMERGENCY TELEPHONE NUMBER (911 SERVICE) (Cont'd)****Section 6.4.2 Regulations (Cont'd)**

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.

**6.5 TELECOMMUNICATIONS RELAY SERVICE (TRS)**

Whenever the Company offers, and in conjunction with the Company's commencement of switched services, the Company will provide access to a telephone relay service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech.

**6.5.1 General**

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

**6.5.2 Surcharge**

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

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## SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

## Section 6.5 TELECOMMUNICATIONS RELAY SERVICE (TRS) (Cont'd)

## Section 6.5.2 Surcharge (Cont'd)

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

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

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

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

Per residence access line, per month	\$0.08	(I)
Per business line, per month	\$0.09	(D)

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

## 6.5.3 Rates

Local calls will be charged at the applicable local flat rate or local measured service rate, except for calls originating from Pay Telephones, which shall be completed free of charge. All IntraLata toll calls placed through the Pennsylvania Telecommunications Relay Service will be rated according to the Rates Applicable on Messages Placed by Certified Speech and/or Hearing Disabled rates in the Pennsylvania Telephone Association Toll Tariff PA P.U.C. No. 10. The Company concurs in this tariff.

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

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

Issued: October 20, 2006

Effective: October 21, 2006

Issued in compliance with the order of Pennsylvania Public Utility Commission  
of May 19, 2006 at Docket No. M-00900239F0010

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## SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

## 6.6 CUSTOM FEATURES

These features may include, but are not limited to, Caller ID & Caller ID Deluxe Blocking Services and Call Block 900/976 and Toll Denial Services free of charge. Whenever the Company offers, and in conjunction with the Company's commencement of switched services, the Company will provide these custom features.

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Issued: July 5, 2002

Effective: July 6, 2002

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## SECTION 7 - RATES

## 7.1 DATA ACCESS SERVICE

## 7.1.1 DS-1 – On-Net Service

Rate Elements

<u>Installation-Initial (Non-recurring)</u>	\$600
<u>Installation-Additional (Non-recurring)</u> <sup>1</sup>	\$254
<u>Channel Termination (Recurring)</u> per point of termination	ICB
<u>Channel Mileage- Fixed</u>	ICB
<u>Channel Mileage Per DS0 mile (On-Net)</u>	price ceiling of \$0.80
<u>Optional Features</u> - multiplexing, DS-1 to DS-0	ICB

## 7.1.2 DS-1 – Off-Net Service

<u>Installation-Initial (Non-recurring)</u>	\$600
<u>Installation-Additional (Non-recurring)</u> <sup>2</sup>	\$254
<u>Channel Termination (Recurring)</u> per point of termination	ICB
<u>Channel Mileage- Fixed</u>	ICB

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1 The additional local channel monthly rate and the Nonrecurring Charge apply to Data Access Services installed between the same locations as the initial channel.

2 The additional local channel monthly rate and the Nonrecurring Charge apply to Data Access Services installed between the same locations as the initial channel.

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## SECTION 7 – RATES (Cont'd)

## 7.1 DATA ACCESS SERVICES (Cont'd)

## 7.1.2 DS-1 – Off-Net Service (Cont'd)

<u>Channel Mileage Per DS0 mile</u>	price ceiling of \$0.99
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Optional Features

- Multiplexing, DS-1 to DS-0	ICB
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## 7.1.3 DS-3 – On-Net Service

DS-3 service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 channels or 672 Voice, Analog Data or Digital Data Channels.

Rate Elements

<u>Installation-Initial (Non-recurring)</u>	ICB
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<u>Installation-Additional (Non-recurring)</u> <sup>3</sup>	ICB
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<u>Channel Termination (Recurring)</u> per point of termination	ICB
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<u>Channel Mileage- Fixed</u>	ICB
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<u>Channel Mileage Per DS0 mile</u>	price ceiling of \$0.45
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Optional Features

- Multiplexing, DS-3 to DS-1	ICB
- Multiplexing, DS-1 to DS-0	ICB

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<sup>3</sup> The additional local channel monthly rate and the Nonrecurring Charge apply to Data Access Services installed between the same locations as the initial channel.

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## SECTION 7 - RATES (Cont'd)

## 7.1 DATA ACCESS SERVICES (Cont'd)

## 7.1.4 DS-3 - Off-Net Service

Rate Elements

<u>Installation-Initial (Non-recurring)</u>	ICB
<u>Installation-Additional (Non-recurring)</u> <sup>4</sup>	ICB
<u>Channel Termination (Recurring)</u> per point of termination	ICB
<u>Channel Mileage- Fixed</u>	ICB
<u>Channel Mileage Per DS0 mile</u>	price ceiling of \$0.40
<u>Optional Features</u>	
- Multiplexing, DS-3 to DS-1	ICB
- Multiplexing, DS-1 to DS-0	ICB

Based on the term of the agreement and the configuration of the service offering, there may be a minimum mileage requirement.

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4 The additional local channel monthly rate and the Nonrecurring Charge apply to Data Access Services installed between the same locations as the initial channel.

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## SECTION 7 – RATES (Cont'd)

## 7.2 PRIMARY RATE INTERFACE-INBOUND SERVICE

This service is provided with a fixed monthly rate.

Nonrecurring/Install Charge (per PRI):	ICB
Recurring/monthly Charge (per PRI):	ICB

## 7.3 PRIMARY RATE INTERFACE-BASIC SERVICE

This service is provided with a fixed monthly rate.

Nonrecurring/Install Charge (per PRI):	ICB
Recurring/Monthly Charge (per PRI):	ICB

## 7.4 COLLOCATION

Service offered pursuant to Section 5.4 will be individually negotiated and priced on an ICB basis.

## 7.5 DSL SERVICE

This service is provided with a fixed monthly rate.

DSL Level 1 (per subscriber line)	ICB
DSL Level 2 (per subscriber line)	ICB
DSL Level 3 (per subscriber line)	ICB
DSL Level 4 (per subscriber line)	ICB
DSL Level 5 (per subscriber line)	ICB
DSL Level 6 (per subscriber line)	ICB
Nonrecurring/Install Charge (per subscriber line):	ICB