

Palmerton Telephone  
Company

Third Revised Sheet 1  
Canceling Second Revised Sheet 1

## GENERAL REGULATIONS

### TARIFF APPLICATION

This tariff governs the furnishing of telephone service and facilities by the Palmerton Telephone Company, hereinafter referred to as the Telephone Company. The general regulations in this section of the tariff are supplemental to regulations contained in other sections of this tariff.

### TELEPHONE SERVICE DEFINED

The Telephone Company does not transmit messages but offers, subject to the terms and conditions specified in this tariff, the use of its facilities, where available, for communication between subscribers. The term "service" as used throughout this tariff refers to service, equipment and facilities.

### OBLIGATION TO FURNISH SERVICE

The Telephone Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment.

### SPECIAL TYPES OF SERVICE AND EQUIPMENT

In cases where a subscriber desires some special type of service or equipment for which provision is not otherwise made and in the judgement of the Telephone Company there is no reason for refusing to render the special service desired, a rate is quoted based on the cost of furnishing such service or equipment.

### EQUIPMENT, APPARATUS AND ACCESS LINES

(C)

Access line equipment furnished by the Telephone Company shall remain the property of the Telephone Company and, upon termination of service for any cause whatsoever, shall be returned to the Telephone Company in good condition reasonable wear and tear thereof excepted.

All connection to the network by the Company or by the Customer must comply with the rules and regulations of the F.C.C. and the Pennsylvania P.U.C.

(C) Indicates Change

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Palmerton Telephone  
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GENERAL REGULATIONS (cont'd)

INSTALLATION, RELOCATION, MAINTENANCE, REPAIRS & REMOVAL

All access wiring, protectors and/or network interface devices must be installed, maintained, repaired, relocated and removed by the Telephone Company. (C)

The subscriber shall be responsible for damages to the facilities of the Telephone Company resulting from negligence or willful act of the subscriber.

The Telephone Company shall not be liable for any defacement of or damage to the premises of the subscriber resulting from the attachment of the Telephone Company's equipment, apparatus or lines on such premises, or their installation or removal, when such damage is not the result of negligence of the Telephone Company.

ACCESS TO PREMISES OF SUBSCRIBER

For the purpose of installing, repairing, inspecting or removing any part of its equipment, apparatus or lines on the premises of the subscriber, or for making collections, the agents and employees of the Telephone Company shall have entrance thereto at any reasonable hour.

BUSINESS AND RESIDENCE SERVICE CLASSIFICATIONS

Business rates are applicable in connection with service furnished at a business location or any other place where the service is used primarily or dominantly for business, professional or institutional purposes. If either the main station or any extension connected therewith is located in a place where business rates are applicable, business rates apply to the main station and to all extensions therefrom.

Residence rates apply in private residences where the service is used primarily or dominantly for social or domestic purposes.

USE OF SERVICE

Unless otherwise indicated in this tariff, the use of business service is restricted to the subscriber, his agents and representatives, and the use of residence service is restricted to the subscriber and members of his household.

The subscriber shall not use the service or permit others to use it in such manner as to interfere with the service of other subscribers.

Unless otherwise provided in this tariff, service shall in no case be resold.

(C) Indicates Change

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February 26, 1987

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GENERAL REGULATIONS (C)  
(Continued)CONTRACTS FOR SERVICE

The Telephone Company reserves the right to require applications for service to be made in writing on forms supplied by it. Upon acceptance of an application for service, all applicable provisions of the Telephone Company's tariffs lawfully on file become the contract between the Telephone Company and the subscriber. Requests for additional service or changes in service, upon acceptance by the Telephone Company, become a part of the original contract, except that each item of additional service is subject to the appropriate minimum contract term. The acceptance or use of service may be deemed an application for such service and an agreement to pay for it at the rates applicable thereto under the current tariff. Any change in rate or regulations lawfully made acts as a modification of all contracts to that extent without further notice.

Except as otherwise provided in this tariff, service is furnished for a minimum contract term of three months.

FCC DESIGNATED 811 SERVICES

As mandated by the Federal Communications Commission (FCC), in compliance with the Pipeline Safety Improvement Act of 2002, the abbreviated 811 Dialing Code is established for use by commercial and residential consumers to provide advanced notice of excavation activities to certified "One Call" notification systems entities as a toll free call. The certified "One Call" notification systems entity must subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public. 811 Service is provided for the benefit of the certified "One Call" notification systems entity on a special charge treatment basis as detailed in Section 1, Sheet 1 of this tariff. The provision of 811 Dialing Code by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the certified "One Call" notification systems entity. (C)

The maximum liability of the Company for direct damages or losses of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 811 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, will in no event exceed an amount equivalent to the proportionate charge to the certified "One Call" notification systems entity for the 811 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs. The Company will have no liability for any consequential, incidental, or indirect damages or losses, whether or not the customer was aware or should have been aware of the possibility of these damages or losses. The Company is not liable for any losses or damages caused by the negligence or willful misconduct of the certified "One Call" notification systems entity. (C)

DEPOSITS

A deposit, in accordance with Commission regulations at 52 Pa. Code, §§ 64.31-64.41 may be required as security for future bills. Interest rates applied to customer deposits held by the Telephone Company are prescribed by the PUC.

Deposits will be returned in accordance with Commission regulations at 52 Pa. Code, §§ 64.31 - 64.41.

The fact that a deposit may have been made in no way relieves the applicant or subscriber from complying with the Telephone Company's regulations as to the prompt payment of bills or constitutes a waiver or modification of the regular practices providing for discontinuance of service for non-payment of any sums due the Telephone Company for service rendered.

CHARGES FOR FRACTIONAL MONTHS

When service is established, the initial charge for local service, equipment and facilities for the fractional part of the current billing month is a pro rata share of the monthly charge.

(C) Indicates Change

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GENERAL REGULATIONS (cont'd)

PAYMENT FOR SERVICE

Installation and construction charges, where applicable must be paid in advance of establishment of service.

Service connection charges are payable when service is established.

Message charges at pay telephones are payable in advance. (C)

Recurring charges for service are billed monthly in advance and are payable when the service has been rendered. Charges for toll message service are billed after the service has been rendered and are payable on request.

Charges for all local and toll messages sent from the subscriber's telephone station, and for all toll messages received at such station on which charges are reversed with the consent of the person answering the call, are the responsibility of the subscriber.

A statement of account rendered to the subscriber shall be deemed correct and binding upon the subscriber unless objection in writing is received by the Telephone Company within thirty days after rendition of the statement.

SUSPENSION OF SERVICE

The Telephone Company reserves the right to suspend service for non-payment of bills, ten days after date due, or for violation of the rules and regulations of this tariff, after due notice by the Telephone Company.

The Telephone Company also reserves the right to suspend, without notice, service to facilities that have apparently been abandoned and to demand payment for such service up to and including date of suspension, provided it has not been notified by the subscriber to discontinue service prior thereto.

LIABILITY OF TELEPHONE COMPANY

In the event of interruptions, omissions, defects, errors, mistakes or delays in transmission occur in the course of furnishing service, lines and other facilities, and are not caused by negligence of the subscriber, the liability of the Telephone Company for damages arising therefrom shall not, except as otherwise provided for in Section 1 Sheet 9 of this tariff, exceed an amount equivalent to the proportionate charge to the subscriber for the period during which such interruption, omission, defect, error, mistake or delay in transmission occurs. Where a local message guarantee applies, a prorata portion of the guarantee for the period of suspension is allowed. No other liability shall in any case attach to the Telephone Company

## GENERAL REGULATIONS (Continued)

(C)

## CANCELLATION FOR CAUSE

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

The Telephone Company may also terminate without advance notice any service which is used in such a manner as to interfere with the service of others or that is used for any purpose other than a means of communication.

## TELEPHONE NUMBERS

The Telephone Company reserves the right to change the telephone number or numbers of a subscriber's station or stations as the exigencies of the business may require.

## TELEPHONE DIRECTORIES

Telephone directories issued by the Telephone Company to its subscribers and patrons without charge are the property of the Telephone Company and shall be surrendered to the Telephone Company upon termination of service or distribution of a subsequent issue, in as good condition as reasonable wear and tear permits. No binder, holder or auxiliary cover, except where furnished by the Telephone Company, may be used in connection with any directory furnished by it.

The Telephone Company, except as provided herein, shall not be liable for damage claimed on account of errors in, or omissions from, its directories, nor for the result of publication of such errors in the directory, nor will the Telephone Company be a party to controversies arising between subscribers or others as the result of listings published in its directories.

Claims for damages on account of interruptions to service due to errors in or omissions of directory listings will be limited to an amount equivalent to the proportionate charge for that part of the customer's service which is impaired, but not to exceed one-half the local service charges for the service items affected for the period from the date of issuance of the directory in which the mistake occurred to the date of issuance of a new directory containing the proper listing.

(C) Indicates Change

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Palmerton Telephone  
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GENERAL REGULATIONS (Continued) (C)

OVERTIME WORK

When at the subscriber's request, work is performed at other than regular business hours of the Telephone Company, an extra charge for such work will be made to compensate for the current overtime wage rates.

TOLL MESSAGE RATES (C)

Rates, rules and regulations governing Toll, or Long Distance, messages are contained in the toll tariff of the Bell Telephone Company of Pennsylvania, in which this company concurs.

(C) Indicates Change

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Issued: July 30, 1957

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GENERAL REGULATIONS  
(Continued)

IDENTIFICATION OF PUBLIC ANNOUNCEMENTS

(C)

For the purposes of identification, subscribers to telephone service who transmit recorded public announcements over facilities provided by the Telephone Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided. Subscribers transmitting factual public announcements such as Time, Weather, Stock Market quotations, Airline schedules and similar information are excluded from the preceding condition.

For subscribers not complying with the foregoing the announcing device will be subject to disconnection from the telephone lines.

The Telephone Company reserves the right to release, upon request, the names and addresses of subscribers who transmit recorded or taped public announcements over the telephone company facilities, when the announcing device is provided by either the telephone company or the subscriber.

(C) Indicates Change

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Cancels 52<sup>nd</sup> Revised Sheet 8

**GENERAL REGULATIONS** (cont'd)

**STATE TAX ADJUSTMENT SURCHARGE**

In addition to the charges provided in this tariff and other state toll and access tariffs in which this company concurs, a surcharge, as shown below, will apply to all intrastate charges for service on or after September 1, 2007, except on calls from pay telephones. (C)

	<b><u>Surcharge Rate</u></b>	
For services provided to:		
<b>END USER</b>	-0.947%	(D)
<b>ACCESS USER AND LOCAL EXCHANGE CARRIER</b>	-0.902 %	(D)

The above charges will be recomputed, using the same elements prescribed by the Commission:

- a. Whenever any of the tax rates used in calculation of the surcharge are changed.
- b. Whenever the utility makes effective any increased or decreased rates.
- c. And on March 31, 1971, and each year thereafter.

The above recalculations will be submitted to the Commission within 10 days after the occurrence of the event or date which occasions such recomputations; and that if the recomputed surcharge is less than the one in effect the Utility will, and if the recomputed surcharge is more than the one then in effect the Utility may submit the such recomputation a tariff or supplement to reflect such recomputed surcharge, the effective date which shall be 10 days after filing.

(C) Indicates Change

(D) Indicates Decrease

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Issued: August 22, 2007

Effective: September 1, 2007

GENERAL REGULATIONS (Cont'd)

ALLOWANCES FOR TELEPHONE SERVICE INTERRUPTIONS (C)

When main telephone service is interrupted for a period of at least 24 hours, the company, after due notice by the customer, shall apply the following schedule of allowances except in situations as provided in Paragraph 2:

1.(a) 1/30 of the tariff monthly rate of all services and facilities furnished by the company rendered inoperative by the company to the extent of being useless for each of the first three (3) full 24 hour periods during which the interruption continues after notice by the customer of the company conditioned that the out-of-service extends beyond a minimum period of 24 hours.

(b) 2/30 of each full 24-hour period beyond the first three 24 hour periods. However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the company rendered inoperative to the extent of being useless.

2. When service is interrupted for a period of at least 24 hours due to such factors as storms, fires, floods or other conditions beyond the control of the company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the company rendered inoperative to the extent of being useless shall apply for each full 24 hours during which the interruption continues after notice by the customer to the company.

Nothing contained herein and no tariff adopted hereto shall limit any responsibility or liability on the part of a telephone company to a customer which would exist pursuant to law but for this rule and said tariff.

The foregoing allowances shall not be applicable where service is interrupted by the negligence or willful act of the customer to service or where the company pursuant to the terms of the contract for service suspends or terminates service for non-payment of charges or for unlawful or improper use of facilities or for any other reason provided for in the filed and effective tariff.

(C) Indicates Change

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Issued: February 16, 1973

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GENERAL REGULATIONS (Cont'd)

TELECOMMUNICATIONS SERVICE PRIORITY

1. GENERAL

Telecommunications Service Priority (TSP) provides for priority treatment to provision and restore National Security and Emergency Preparedness (NSEP) telecommunications services.

NSEP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or regrades or threatens the NSEP posture of the United States.

TSP services fall into two categories, Emergency and Essential. Emergency Services are newly ordered services so critical as to offer provisioning at the earliest possible time, without regard to the service user's cost. Essential Services are all other NSEP services assigned restoration and/or provisioning priorities within the system.

TSP service shall be provided in accordance with Part 64.401, Appendix A of the Federal Communications Commission's Rules and Regulations as well as the guidelines set forth in "Telecommunications Service Priority System for National Security Emergency Preparedness Service Vendor Handbook" dated July 9, 1990, and "Telecommunications Service Priority System for National Security Emergency Preparedness Service User Manual."

2. RESPONSIBILITIES OF THE CUSTOMER

a. Customer can request assignment to the TSP system through the following agencies:

Customer		Contact
Federal Agencies	-	TSP Program Office
State & Local Govt.'s	-	Federal Emergency Management Agency
Foreign Governments	-	Department of State or Defense
Private Industry	-	Any Federal organization, but normally one with whom they have a contractual relationship involving an NSEP function.

The TSP Program Office is contained within the National Communications System.

GENERAL REGULATIONS (Cont'd)

2. RESPONSIBILITIES OF THE CUSTOMER (cont'd)

- b. Once customers have received their TSP assignment, signified by a TSP Authorization Code, the customer must submit the code along with a service request to the Company.
- c. During certain emergencies, the Company will take TSP service requests verbally. In these cases, a written service order should follow within two working days.

3. RESPONSIBILITIES OF THE COMPANY

- a. The Company will send a Service Confirmation to the TSP Program Office upon the completion of an ordered TSP service within 45 calendar days of the completion.
- b. The Company will designate a 24-hour point of contact for receiving Emergency TSP provision requests and reports that a TSP service is unusable or out of service.

4. RULES AND REGULATIONS

- a. The Company will provision and restore, when necessary, those telecommunications services with TSP assignments before services without such assignments, both from this tariff and PTA's Access tariff and Toll tariff, in which this Company concurs.
- b. When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, the sequence in which existing services may be preempted is as follows:
  - Non-TSP services
  - TSP services, selected in the inverse order of their TSP priority level assignment.

When such preemption is necessary, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

- c. The Company is not authorized to provide priority treatment to provision TSP services to customers that have no provisioning priority.

GENERAL REGULATIONS (Cont'd)

- c. The Company may verify provisioning priority assignments with the TSP Program Office. However, the Company may not delay provisioning of an Emergency TSP service for verification purposes.
- d. In obtaining TSP, the customer authorized the Company to provide certain customer record information to the TSP Program Office to maintain and administer the TSP System. This customer information will include only the customer's name, TSP authorization code, Company Circuit ID, customer telephone number and customer mailing address.

5. RATES

- a. In the event that the company must utilize additional labor outside of normal business hours in the provisioning or restoration of a qualifying TSP service, additional labor charges may apply. Such charges will be based on cost and billed to the customer. The company will attempt to inform the customer of approximately how much these charges will be in advance.
- b. A Service Order Charge applies when TSP requests/changes are made to a customer's line record after a service has been connected. In addition, a one time charge, based on cost, for the initial establishment of TSP status in Company records will be billed to the customer.
- c. In subscribing to TSP, the customer recognizes that quoting charges and obtaining customer permission to proceed with service installation or restoration would delay the installation or restoration process and grants the Company the right to assess additional charges, when applicable, after the installation or restoration has been completed. When possible, the Company will attempt to provide an estimate to the customer of the additional charges in advance of the work.
- d. Facilities required by the Company for the provisioning, restoration, or maintenance are exempt from the TSP rules.
- e. The Company will provide reconciliation of its TSP records with corresponding records contained in the TSP Program Office's database, in compliance with current program requirements. The Company reserves the right to apply the costs associated with updating the reconciling TSP database records.

GENERAL REGULATIONS (Cont'd)

**Broadband School Discount**

The Company shall offer school customers in its service territory, that meet the eligibility standards described in 47 CFR §54.501 (relating to eligibility for services provided by telecommunications carrier) and that agree to enter into a minimum three-year contract, a thirty percent (30%) discount in the otherwise applicable tariffed distance sensitive per-mile rate element, and also will waive the associated nonrecurring charges, for available intrastate broadband services (as defined by Act 183 of 2004) where used for educational purposes and not for the provision of telecommunications services to the public for compensation. The discount or waiver shall not be required where application of it to a particular service would conflict with applicable law.