## NEW JERSEY END USER COMMUNICATIONS SERVICES TARIFF

of

# PNG Telecommunications, Inc.

d/b/a PowerNet Global Communications 100 Commercial Drive Fairfield, OH 45014

Regulations and Schedule of Intrastate Rates and Charges Applying to Competitive End User Communications Services For Customers Within the State of New Jersey

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<sup>\*</sup>Indicates page included with this filing.

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<sup>\*</sup> Indicates page included with this filing.

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## **EXPLANATION OF SYMBOLS**

The following symbols shall be used in this Tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- To signify reduced rate. (R)
- (T) To signify a change in text but no change in rate or regulation.

(T)

## TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. However, a new page is occasionally added to the Tariff. When a new page is added between those already in effect, a decimal is added. For example, a new page added between page 15 and page 16 would be page 15.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the New Jersey Board of Public Utilities (Board). For example, the 4th Revised Page 15 Cancels the 3rd Revised Page 15.
- C. Paragraph Numbering Sequence - Each level of paragraph numbering herein is subservient to its next higher level as shown:
  - 2.

Issued by:

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- 2.1.1
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Issued: April 8, 2005 Effective: April 11, 2005

> 100 Commercial Drive Fairfield, OH 45014

# **APPLICATION OF TARIFF**

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of End-User communications Services by PNG Telecommunications, Inc. d/b/a PowerNet Global Communications, hereinafter referred to as "PNG" or "the Company," to Customers within the State of New Jersey.

## **SECTION 1 – DEFINITIONS**

Certain terms used generally throughout this Tariff are defined below.

**Access Line**: A circuit between the Station protector on the Customer's telephone Service or PBX to, and including, the serving Central Office mainframe.

**Advance Payment**: Part or all of a payment required before the start of Service.

**Applicant** - The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to the Company for Services provided pursuant to this Tariff.

**Authorized User**: A person, firm corporation, or any other entity authorized by the Customer to communicate utilizing the Company's Service.

**Basic Local Exchange Service**: Service that includes the following:

- Single-party Service;
- Voice grade access to the public switched network;
- Support for local use;
- Dual tone multifrequency signaling (touch-tone);
- Access to emergency Services (E911);
- Access to operator Services;
- Access to Interexchange Services;
- Access to directory assistance; and
- Toll limitation Services.

**Board**: The Board of Public Utilities of the State of New Jersey.

**Business Customer:** In general, Business Customers are those who have Access Lines that terminate at offices, mills, stores or a business location. Business rates apply if the Service is used primarily or substantially for business purposes even if the Access Line does not terminate at a business location, or if the Access Line has a business Directory Listing.

### **SECTION 1 – DEFINITIONS.** Continued

Business Service - Service will be classified as Business Service if:

The Service is used primarily or substantially for a paid commercial, professional or institutional activity; or

The Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or

The Service number is listed as the principal or only number for a business in any telecommunications directory; or

The Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.

**Call**: A completed connection established between a calling Station and one or more Called Stations.

**Called Station**: The terminating point of a Call (i.e., the called number).

**Carrier** - An entity certified by the Board to provide telecommunications Services within New Jersey. Companies providing telecommunications Services but for which certification is not required by Board are also included in this definition.

**Central Office** - A switching unit, in one location of a telecommunications system providing Service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines. More than one Central Office may be located in the same building.

**Central Office Area** - The specific section of an Exchange Area served by a particular Central Office or by a particular group of Central Offices.

**Channel**: A communications path between two or more points of termination.

**Class of Service** - The term used in describing Exchange Service with respect to the character of use to be made of such Service. The Company furnishes two classes of Service: Residence and Business. The classification of a Customer's Service as Business or Residential is determined by these regulations, which define the character of use for rate purposes. (See Business Customer and Residential Customer for more details.)

## SECTION 1 - DEFINITIONS, Continued

**Collect Billing**: A billing arrangement whereby the originating caller may bill the charges for a Call to the called party, provided the called party agrees to accept the charges.

**Company**: PNG Telecommunication, Inc., d/b/a PowerNet Global Communications the issuer of this Tariff.

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

**Customer Premises**: A location(s) designated by the Customer for the purposes of connecting to Company's Services.

**Directory Listing** - The publication in alphabetical directory published by an incumbent LEC of information relative to a Subscriber's telephone number, by which telephone Users are enabled to ascertain the telephone number of a desired telephone.

**Disconnect or Disconnection**: The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

**End User**: Any person, firm, corporation, partnership or other entity that uses the Services of PNG under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer.

**Exchange** - A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more Central Offices together with the associated plant used in furnishing communication Service in that area.

**Exchange Area** - The territory included within the boundaries of an Exchange, as shown on maps on file with the Board.

## **SECTION 1 – DEFINITIONS**, Continued

**Facility(ies)**: Includes, in the aggregate or otherwise, but is not limited to, the following:

ChannelsLinesApparatusDevicesEquipmentAccessoriesCommunications pathsSystems

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

**Holidays**: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

**ILEC:** Incumbent Local Exchange Company.

**Installation Charges** - Charges, which are assessed on a non-recurring basis at the establishment of a Service. The terms "Installation Charges" and "non-recurring charges" are used inter-changeably within this Tariff to refer to non-variable charges.

**Interexchange**: Telephone Calls, traffic, Facilities or other items that originate in one Exchange and terminate in another.

**Interexchange Service(s)**: Service(s) provided by the Company for Telephone Calls that originate in one Exchange and terminate in another, as set forth in this Tariff.

**InterLATA Toll Service**: A toll Service provided for the purpose of making InterLATA Calls.

**InterLATA**: A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

**IntraLATA Toll Service**: A toll Service provided for the purpose of making toll Calls that originate and terminate in the same LATA but that terminate outside of the Customer's Local Calling Area.

**IntraLATA:** A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

**Joint User**: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by Company and to whom a portion of the charges for the Service will be billed under a Joint User arrangement as specified herein.

## SECTION 1 - DEFINITIONS, Continued

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

**Local Calling Area**: One or more rate centers within which a Customer can place Calls without incurring long-distance (toll) charges.

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

**Local Exchange Service**: The furnishing of telecommunications Service to individual residence and Business Customers within a specified geographical area for Basic Local Exchange Service.

**Local Exchange Service Area** - The area within which a Customer may make Calls without payment of message toll charges. A Local Exchange Service Area may include one or more Exchange Areas of the Company or of other telephone companies.

**Nonrecurring Charges or NRCs**: One-time charges most often associated with installation, ordering, or account establishment.

**Person-to-Person**: A Call for which the person originating the Call specifies to the operator a particular person, department or extension to be reached.

**Premises** - The building, or portion or portions of a building, occupied at one time by a Customer either as a residence or for business use.

**Recurring Charges** (MRCs): The monthly charges to the Customer for Services, Facilities and equipment, that continue for the agreed upon duration of the Service.

**Residence Location** - A place in which a person actually lives continuously and which is considered to be the person's home.

**Residential Customer**: A Residential Customer is a person to whom telecommunications Services are furnished by PNG predominantly for personal or domestic purposes at the person's dwelling.

# **SECTION 1 – DEFINITIONS**, Continued

**Residential Service** - Service will be classified as Residential Service if none of the conditions of Business Service preceding apply, and:

- A. The use of the Service is primarily and substantially of a social or domestic nature, and
- B. Service is located in a residence or, in the case of a combined business and residence Premises, the Service is located in a bona fide residential quarters of such Premises while Business Service is located in the business quarters of the same Premises.

**Service**(s): The intrastate telecommunications Services that Company offers pursuant to this Tariff.

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

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

**Shared**: A Facility or equipment system or subsystem that can be used simultaneously by several Customers.

**Station** - Telephone equipment from or to which Calls are placed.

**Station-to-Station Call**: A Service whereby an End User places a non-Person-to-Person Call with the assistance of an operator.

## SECTION 1 - DEFINITIONS, Continued

**Telecommunications Relay Service (TRS)**: Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

**User**: A Customer, Joint User, or any other person authorized by a Customer to use Service provided under this Tariff.

Working Day: Any day on which Company's business office is open and the U.S. Mail is delivered.

### **SECTION 2 – REGULATIONS**

## 2.1 UNDERTAKING OF THE COMPANY

## **2.1.1** Scope

The Company undertakes to furnish communications Service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the State of New Jersey.

Customers and Users may use Services and Facilities provided under this Tariff to obtain access to services offered by other service providers. The Company is responsible under this Tariff only for the Services and Facilities described herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

# 2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by the Company, when necessary because of lack of Facilities, or due to any other cause beyond the Company's control.
- B. 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.

# 2.1 UNDERTAKING OF THE COMPANY, Continued

### 2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B. 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. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. 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 thirty (30) days' 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 that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer if:
  - 1. the Customer is using the Service in violation of this Tariff; or
  - 2. the Customer is using the Service in violation of the law.

# 2.1 UNDERTAKING OF THE COMPANY, Continued

## 2.1.4 Liability of the Company

Issued by:

Because the Customer has exclusive control of its communications over the Services furnished by the Company, and because interruptions and errors incident to these Services are unavoidable, the Services the Company furnishes are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Tariff.

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts or omission, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or Facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

#### 2.1 UNDERTAKING OF THE COMPANY, Continued

#### 2.1.4 Liability of the Company, Continued

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the Services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customerprovided equipment or facilities.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in a hazardous environment. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location, or use of any installation so provided.
- F. The Company is not liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. No agents or employees of other participating Carriers, or supplying Carriers to the Company, shall be deemed to be agents or employees of the Company.
- H. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of Services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

# 2.1 UNDERTAKING OF THE COMPANY, Continued

# **2.1.4 Liability of the Company**, Continued

- I. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific Services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the Service is rendered.
- J. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- K. The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the Service or Facilities or equipment shall not exceed an amount equal to the charges applicable under this Tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- L. In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- M. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories, in the submission or specification of listing information for purposes of Directory Assistance or other industry databases, or in accepting listings as presented by the Customer.
- N. The Company is not liable for any act or omission of any other communications provider which furnishes a portion of the service, or for damages associated with Service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company Services.

# 2.1 UNDERTAKING OF THE COMPANY, Continued

# **2.1.4 Liability of the Company**, Continued

- O. Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
  - 1. Liability for Transmission Errors The Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of the Company, (1) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of Service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.
  - 2. Disconnection of Service The Company shall not be liable for the Disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Disconnection of Service complied with the applicable rules and regulations.
    - 3. Violations The Company shall not be liable for violations of the obligations of the Customer under this Tariff.
    - 4. Interruption The Company shall not be liable for the interruption of a Call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Tariff.

# 2.1 UNDERTAKING OF THE COMPANY, Continued

## **2.1.4 Liability of the Company**, Continued

### O., Continued

- 5. Loss, Destruction or Damage The Company shall not be liable for any, loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees.
- 6. Unlawful Acts The Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
- 7. Disclosure The Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto.
- 8. Fees The Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Tariff.
- 9. Caller ID Blocking The Company shall not be liable for any failures, errors malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by Company.
- 10. Unauthorized Use The Company shall not be liable for any unauthorized use of the Service provided to Customer.

Issued: October 7, 2004 Effective: November 7, 2004

# 2.1 UNDERTAKING OF THE COMPANY, Continued

# **2.1.4 Liability of the Company**, Continued

- P. Connection to the Company's Network - The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's Service, that the signals emitted into the Company's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service without liability.
- Q. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.
- R. Errors in Billing The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the even that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

# 2.1 UNDERTAKING OF THE COMPANY, Continued

# **2.1.4 Liability of the Company**, Continued

- S. Provision of Service the Company will not be liable for any refusals or failures to provide or delays in commencing Service to any Customer pursuant to Section 2.1.6 or for any failure to provide or maintain Service at any particular performance level.
- T. Emergency 911 Number Service

With respect to emergency 911 number Service:

- 1. This Service is offered solely as an aid in handling assistance Calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suites or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and Facilities furnishing this Service.
- 2. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.
- 3. Access to 911 Service will be maintained during temporary Disconnections for non-payment of a Residential Subscriber's local Service

# 2.1 UNDERTAKING OF THE COMPANY, Continued

# **2.1.4 Liability of the Company**, Continued

- U. Directory Listings In the absence of gross negligence or willful misconduct, Company has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
  - 1. Cost and Time The Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to the Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.
  - 2. Private and Semi-Private Listings In conjunction with private and semi-private listing Services, the Company will not be liable for failure or refusal to complete any Call to such telephone when the Call is not placed by dialing a number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
  - 3. Non-Published Listings and Emergency Calls When a Customer with a non-published telephone number, as defined herein, places a Call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such government authority. By subscribing to Service under this Tariff, the Customer acknowledges and agrees with the release of information under the provisions as described above.

# 2.1 UNDERTAKING OF THE COMPANY, Continued

## 2.1.5 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 preventative 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.

# 2.1 UNDERTAKING OF THE COMPANY, Continued

## 2.1.6 Provision of Equipment and Facilities

- A. 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 will generally provide installation of Service whereby seventy-five percent of regular installations are provided within five Working Days of the due date mutually agreed upon by the Company and the Customer. Company liability for any delays in commencing Service to any Customer is set forth in Section 2.1.4 herein.
- B. The Company shall use reasonable efforts to maintain only the 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.
- C. 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 the Customer.
- 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 it was provided by the Company.

#### 2.1 UNDERTAKING OF THE COMPANY, Continued

#### 2.1.6 **Provision of Equipment and Facilities**, Continued

- E. The Customer shall be responsible for the payment of a Premises Visit Charge 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.
- F. 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:
  - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2. the reception of signals by Customer-provided equipment.

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# 2.1 UNDERTAKING OF THE COMPANY, Continued

# 2.1.7 Universal Emergency Telephone Number Service (911, E911)

- A. This Tariff does not provide for the inspection or constant monitoring of Facilities to discover errors, defects, or malfunctions in the Service, nor does the Company undertake such responsibility.
- B. 911 information consisting of the names, addresses and telephone numbers of all telephone Customers is confidential. The Company will release such information only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published Service to the extent that the telephone number, name, and address associated with the originating Station location are furnished to the Public Safety Answering Point.
- D. After the establishment of Service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

# 2.1 UNDERTAKING OF THE COMPANY, Continued

# 2.1.7 Universal Emergency Telephone Number Service (911, E911), Continued

E. The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others. Under the terms of this Tariff; the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any Services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

# 2.1 UNDERTAKING OF THE COMPANY, Continued

### 2.1.8 Non-routine Installation

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

# 2.1 UNDERTAKING OF THE COMPANY, Continued

# **2.1.9 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of Facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Charges for special construction will be developed on an individual case basis (ICB). Special construction is that construction undertaken:

- A. where Facilities are not presently available, and there is no other requirement for the Facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its Services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its Services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent Facilities are available;
- G. involving abnormal costs; and/or
- H. in advance of its normal construction.

# 2.1 UNDERTAKING OF THE COMPANY, Continued

# 2.1.10 Ownership of Facilities

- A. The Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, number, process, or code.
- B. Title to all Facilities utilized by the Company to provide Service under the provisions of this Tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such Facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

### 2.2 PROHIBITED USES

# 2.2.1. No Unlawful Purpose

The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

## 2.2.2. Compliance Letter Required

The Company may require Applicants for Service who intend to use the Company's offerings for resale and/or for Shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and New Jersey Board of Public Utilities regulations, policies, orders, and decisions.

### 2.2.3. No Interference

Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

# **2.2 PROHIBITED USES**, Continued

## 2.2.4. Assignment Provisions

A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company.

# 2.2.5. Company Provided Equipment

Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

## 2.2.6. Service Used for Compensation

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common Carrier. This provision does not prohibit an arrangement between the Customer and Authorized User to share the cost of Service.

## 2.2.7. Service Used to Annoy or Harass

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

## **2.2 PROHIBITED USES.** Continued

## 2.2.8. Service Used for Lewd or Obscene Purposes

Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

## 2.2.9. Service Used for Impersonation

Service shall not be used to impersonate another person with fraudulent or malicious intent.

## **2.2.10.** Service Used Without Payment

The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

## 2.2.11. Rights and Titles Remain with Company

Except as provided by law, Board regulations or the Federal Communications Commission's regulations, the Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.

#### 2.2.12. Use of Resold Services from Other Providers

Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's publicly available tariffs.

## **2.2 PROHIBITED USES.** Continued

### 2.2.13. Use That Interferes with Other Customers

If a Customer's use of Service interferes unreasonably with the Service of other Customers, the interfering Customer will be required to take Service in sufficient quantity or of a different class or grade.

# 2.2.14. Use for Solicitation by Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited Calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

#### 2.2.15. Use for Clerical Services

A Business Customer may extend Service capable of two-way communication to the location of another Business Customer for the purpose of performing clerical services which include the answering and originating of telephone Calls. All regulations governing use of Service and the charges normally associated with the equipment and Channels involved are applicable.

## 2.3. OBLIGATIONS OF THE CUSTOMER

# 2.3.1. Payment of Bills and Charges

- A. The Customer shall be responsible for the payment of all applicable charges pursuant to this Tariff;
- B. The Customer is responsible for the payment of charges for visits by Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.
- C. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.

#### 2.3.2. Unauthorized Use

The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of Calls from the Customer's Premises and the placement of Calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

#### 2.3.3. Identification

Issued by:

- A. Upon Company request, the Customer must verify the name(s) of Authorized Users allowed to request and use the Customer's Service.
- B. The Customer is responsible for establishing identity as often as is necessary during the course of the Call or when seeking credits from Company.

# 2.3. OBLIGATIONS OF THE CUSTOMER, Continued

# 2.3.4. Company-Provided Equipment and Facilities

- A. Damage to Company Facilities or Equipment The Customer shall be responsible for 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 gross negligence or intentional misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.;
- B. Return of Equipment Customer will return to Company within five (5) days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.

# 2.3.5. Resources and Rights of Way

- A. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.
- B. The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide Local Exchange Service to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.4. 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 to the Customer by the Company.

# 2.3. OBLIGATIONS OF THE CUSTOMER, Continued

# **2.3.5. Resources and Rights of Way**, Continued

- C. The Customer shall be responsible for making Company Facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.
- D. The Customer shall be responsible for providing, at no charge to the Company and 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.

# 2.3.6. Working Conditions

Issued by:

- A. The Customer shall be responsible for 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;
- B. The Customer shall be responsible for 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's 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 prior to any construction or installation work;

# 2.3. OBLIGATIONS OF THE CUSTOMER, Continued

# **2.3.6. Working Conditions**, Continued

- C. The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the point where the cable enters the building or crosses the property line to the location of the equipment space described in Section 2.4. Any and all 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 its compliance with this section prior to accepting an order for Service;
- **2.3.7. Compliance with Regulations** The Customer is responsible for compliance with applicable regulations set forth in this Tariff.
- **2.3.8. Compliance with Law** The Customer shall be responsible for 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 Section 2.4 and granting or obtaining permission for the Company's agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the Facilities or equipment of the Company.
- **2.3.9. Assignment, Transfer or Disposition** The Customer may not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent will be null and void.
- **2.3.10. Liens or Encumbrances** The Customer shall be responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or Facilities or Customer-Premises equipment leased by the Customer from the Company.

# 2.3. OBLIGATIONS OF THE CUSTOMER, Continued

**2.3.11. Relationship** - A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

#### **2.3.12.** Claims

- A. With respect to any Service or Facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:
  - 1. any loss, destruction or damage to the property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
  - 2. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, but not limited to, use of the Company's Services and Facilities in a manner not contemplated by the agreement between the Customer and the Company. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
  - 3. claims for libel, slander, or invasion of privacy arising from the material, data, information, or other content transmitted via the Company's Service; or
  - 4. A breach in the privacy or security of communications transmitted over Company's Facilities; or
  - 5. all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by the Company pursuant to this Tariff.

# 2.3. OBLIGATIONS OF THE CUSTOMER, Continued

#### **2.3.12.** Claims. Continued

B. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no even exceed sums actually paid to the Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the Service related to the claim is rendered.

# 2.3.13. Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under the FCC's rules and all wiring must be installed and maintained in compliance with those regulations.
- B. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances.
- C. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for Service interruptions as set forth in Section 2.6 following is not applicable.
- D. 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 shall 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.

# 2.3. OBLIGATIONS OF THE CUSTOMER, Continued

- **2.3.14. Interconnection of Facilities** Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of the Company used for furnishing Local Exchange Service and the Channels, facilities, or equipment of others may be provided at the Customer's expense. The Company's Services (as detailed in Section 3 of this Tariff) may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications Carriers that are applicable to such connections. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.
- 2.3.15. **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 Tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment to Companyowned Facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. 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 this 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 it's Facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer equipment must meet.

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# 2.4 CUSTOMER EQUIPMENT AND CHANNELS

#### 2.4.1 General

Issued by:

A User may transmit or receive information or signals via the Facilities of the Company. The Company's Services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its Services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.

# 2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company point of connection.
- B. 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 shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

# 2.4 CUSTOMER EQUIPMENT AND CHANNELS, Continued

#### 2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of the Company used for furnishing Communication Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications Carriers that are applicable to such connections.
- C. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff. All such terminal equipment shall be registered by the Federal Communications Commission, and all User-provided wiring shall be installed and maintained in compliance with applicable regulations.

# 2.4 CUSTOMER EQUIPMENT AND CHANNELS, Continued

# 2.4.4 Inspections

- A. Upon suitable 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 herein 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.
- B. 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.

## 2.5 PAYMENT ARRANGEMENTS

# 2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or Shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges, however designated, excluding taxes on Company's net income, imposed on or based upon the provision, sale or use of Network Services.

# 2.5.2 Billing and Collection of Charges

(M)\*\*\*

- A. Nonrecurring Charges are due and payable from the Customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, generally in advance of the month in which Service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- C. When Service does not begin on the first day of the billing period, or end on the last day of the billing period, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

\*\*\*(M) Material formerly located here was moved to Page 93

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# 2.5 PAYMENT ARRANGEMENTS, Continued

# 2.5.2 Billing and Collection of Charges, Continued

- E. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the Service or Facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or Facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.
- F. A late payment charge of 1.5% per month or the highest interest rate which may be applied under state law for commercial transactions will be assessed to any balance carried forward to the next month's bill in accordance with N.J.A.C. 14:3-7.13. A late payment charge shall not be applied to bills for state, county or municipal government entities or any residential customer.
- G. The Customer will be assessed a charge of fifteen dollars (\$15.00), or the actual fee incurred by Company from a bank or financial institution, whichever is greater, for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- H. If Service is disconnected by the Company in accordance with Section 2.5.5 and later reinstalled, Service will be subject to all applicable Installation Charges. If Service is suspended by the Company and later restored, Service will be subject to all applicable restoration charges.

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# 2.5 PAYMENT ARRANGEMENTS, Continued

## 2.5.3 Advance Payments

For Customers whom the Company determines an Advance Payment is necessary, the Company reserves the right to collect an amount not to exceed two (2) months estimated charges as an Advance Payment for Service. This will be applied against the next month's charges and a new Advance Payment may be collected for the next month, if necessary.

# 2.5.4 Deposits

To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Deposits will be required and handled in accordance with N.J.A.C. 14:3-7.1 through N.J.A.C. 14:3-7.5.

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# **SECTION 2 – REGULATIONS**, Continued

## **2.5 PAYMENT ARRANGEMENTS**, Continued

#### 2.5.5 Disconnection of Service

Issued by:

- A. Customers' Service is subject to discontinuance for the reasons listed in this Section. In the event of circumstances in which Company may discontinue Service, the Company will first suspend the Customer's Service with notice, if required. If Service is suspended, the Customer's telephone number is reserved for twenty (20) days. If the Customer's service is restored with twenty (20) days, the Customer is required to pay the Restoral Charge of \$25.00. If the reason for suspension is not resolved within the twenty (20) day period of Suspension, the Customer's service will be discontinued according to the Commission's rules and regulations and this Section. If Service is discontinued, a new telephone number will be assigned to the Customer and the Customer will be required to reapply for service as a new Customer, pay all outstanding amounts, pay a deposit, and pay all charges for new service.
- B. The Company may discontinue Service to a Customer without notice under the conditions set forth in the New Jersey Administrative Code 14:3-3.6.
- C. Pursuant to New Jersey Administrative Code 14:3-7.12, the Company will give Customers at least ten (10) days' written notice of its intent to discontinue Service for nonpayment of bills. Such notice will not be served until at least fifteen (15) days after the postmark date on the bill envelope.

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\*\*\*(M) Material formerly located here was moved to Page 49.1\*\*\*

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#### 2.5 **PAYMENT ARRANGEMENTS.** Continued

#### 2.5.5 **Disconnection of Service.** Continued

- The Company may discontinue Service to a Customer under the following D. (T)(M)conditions after giving Customer five (5) days' (excluding Sundays and legal holidays) notice:

  - for failure of the Customer to meet the Company's deposit and credit 1. requirements;
  - 2. for failure of the Customer to make proper application for Service;
  - 3. for Customer's violation of any of the Company's rules on file with the Board:
  - for failure of the Customer to provide the Company reasonable access to 4. its equipment and property;
  - 5. for Customer's breach of the contract for Service between the Company and the Customer:
  - 6. for a failure of the Customer to furnish such Service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining Service; or
  - 7. when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- E. Service will not be disconnected on any Friday, Saturday, Sunday, or legal (T) holiday, or at any time when the Company's business offices are not open to the public, except under the conditions set forth in Section 2.5.5 A. or where an emergency exists.

(M)

\*\*\*(M) Material located here was moved from Pages 49 and 50\*\*\*

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# 2.5 PAYMENT ARRANGEMENTS, Continued

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# 2.5.6 Cancellation of Application for Service

Applications for Service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for Service prior to the start of Service or prior to any special construction, charges will be imposed as described herein.

- A. 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 incurred by the Company, 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 levied against the Company that would have been chargeable to the Customer had Service commenced.
- B. In addition to those charges specified in Section 4, where the Company incurs any 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 by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- C. The special charges described herein will be calculated and applied on a case-by-case basis.

\*\*\*(M) Material formerly located here was moved to Page 49.1\*\*\*

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# 2.5 PAYMENT ARRANGEMENTS, Continued

# 2.5.7 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 will be charged a One-Time Change to Service fee as indicated in Section 4 of this Tariff.

#### 2.6 ADJUSTMENTS AND ALLOWANCES FOR INTERRUPTIONS

#### **2.6.1.** General

Credit allowances for interruptions of Service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of Channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.1.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in Service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal.

#### 2.6.2 Limitation on Allowances

No credit allowance will be made for:

- A. Interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by the Customer, Authorized User, Joint User, or other common Carrier providing service connected to the Service of the Company;
- B. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common Carriers connected to the Company's facilities;

# 2.6 ADJUSTMENTS AND ALLOWANCES FOR INTERRUPTIONS, Continued

## **2.6.2 Limitation on Allowances**, Continued

- C. Interruptions due to the failure or malfunction of non-Company equipment;
- D. Interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. Interruptions of Service during any period in which the Customer continues to use the Service on an impaired basis;
- F. Interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; and
- G. Interruption of Service due to circumstances or causes beyond the control of the Company.

## 2.7 CANCELLATION OF SERVICE

- 2.7.1. If a Customer terminates Services before the completion of the term commitment for any reason whatsoever other than a Service interruption (as defined in Section 2.6 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.
- **2.7.2.** Customer's termination liability for cancellation of Service shall be equal to:
  - A. all unpaid Non-Recurring charges reasonably expended by Company to establish Service to Customer; plus
  - B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer; plus
  - C. all Recurring Charges specified in the applicable Service Order for the balance of the then- current term commitment discounted at a rate determined by the New Jersey Board of Public Utilities;
  - D. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

## 2.8 TRANSFERS AND ASSIGNMENTS

A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company.

## 2.9 NOTICES AND COMMUNICATIONS

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for Service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for Service to which the Customer shall mail payment on that bill.
- All notices or 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.
- 2.9.4 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.

# 2.10 TAXES, SURCHARGES AND FEES

- 2.10.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this Tariff. To the extent that a municipality, other political subdivision or local agency of government, or Board imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving Service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.
- **2.10.2** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

## 2.11 CUSTOMER COMPLAINTS AND/OR BILLING DISPUTES

Customer inquiries or complaints regarding Service or accounting may be made in writing or by telephone to the Company at:

PowerNet Global Communications Attention: Customer Service 100 Commercial Drive Fairfield, OH 45014

Phone: 800-860-9495

If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

New Jersey Board of Public Utilities Customer Relations 2 Gateway Center Newark, NJ 07012 201-648-2350 800-624-0241

## 2.12 TESTS, PILOTS, AND CONTESTS

The Company may conduct special tests or pilot programs at its discretion to demonstrate the ease of use and quality of Service. The Company may also waive a portion of or all processing fees or installation fees for winners of contests sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer.

### 2.13 CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

#### **2.13.1** Service Entrance Facilities

#### A. Extensions to Serve New customers

- 1. Description/Regulations
  - a. Applicant, as used in this Section 2.13, means the subdivider, developer, builder or owner applying for the construction of a telephone distribution system to serve one or more new customers.
  - b. Extension means the construction or installation of plant and/or facilities by the Company to provide service from existing plant and/or facilities to one or more new customers, and also means the plant and/or facilities themselves. This term includes all plant and/or facilities for transmission and/or distribution, whether located on a public street or right of way, or on private property, including the wire, cable, pipe, conduit or other means of conveying a service from existing plant and/or facilities to each unit or structure to be served. The extension ends at the point where the service connects to the Rate Demarcation Point ("RDP").
  - c. The Company is not required to construct, own, operate or maintain an extension on any property unless the Company is legally authorized to do so, for example through an easement or right-of-way. The applicant shall ensure that the Company is provided with such legal authority, at no cost to the Company and with no requirement for condemnation of the property.
  - d. In constructing and operating an extension, the Company shall use equipment and practices that meet all applicable requirements which are consistent with industry best practices and standards and the Company's minimum system design standards, unless requested otherwise by the applicant.

(N)

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(N)

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Bernie Stevens, President
100 Commercial Drive
Fairfield, OH 45014

#### 2.13 CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

#### **2.13.1** Service Entrance Facilities. Continued

#### A. Extensions to Serve New customers

- 1. Description/Regulations, Continued
  - e. Connections from the existing telephone distribution system to the underground system installed within the applicant's subdivision are made by an extension of existing facilities in the normal method of construction along the established route which will serve the subdivision. Where the electric utility involved provides such an extension by means of overhead facilities, the Company's facilities may also be provided by means of overhead construction.
  - f. The Company, customers, applicants, developers, builders, municipal bodies and other persons shall cooperate fully in order to facilitate construction of an extension at the lowest reasonable cost consistent with system reliability and safety. This includes sharing trenches where practicable, and coordinating scheduling and other 'aspects of construction to minimize delay's and to avoid difficult conditions such as frozen or unstable soils.
  - g. If an applicant requests an extension that will serve both a designated growth area and an area not designated for growth, the Company will pay for, or financially contribute to, the portion of the extension that is necessary to serve a designated growth area, except as provided for herein. The Company will not pay for or contribute financially to the portion of the extension that will serve an area not designated for growth unless the area was determined to be exempt under N.J.A.C. 14:3-8.2.
  - h. The Company is eligible to apply for cost recovery under a Targeted Revitalization Incentive Program (TRIP) charge in accordance with N.J.A.C. 14:3-10.

(N)

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### 2.13 CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

## **2.13.1** Service Entrance Facilities, Continued

- A. Extensions to Serve New customers
  - 1. Description/Regulations, Continued
    - i. The applicant shall furnish the items listed below without charge and in sufficient time in the judgment of the Company for it to meet service requirements:
      - 1. Rights-of-way and easements suitable to and without cost to or condemnation by the Company;
      - 2. The preliminary or tentative subdivision map which has been submitted to and approved by the appropriate authorities, showing the full layout of the subdivision to be developed in order to facilitate planning for the cables;
      - 3. The final subdivision map of the section of the subdivision which has received final approval of the appropriate authorities and which the applicant proposes to develop in the immediate future. The map shall be furnished in both paper and electronic (CADD) format;
      - 4. A written estimate of the date on which telephone service will initially be required and the time schedule for the full development of the section; and
      - 5. Documentation, which includes detailed plans of the development to enable the Company to determine if the development is in an "area designated for growth" as defined in N.J.A.C. 14:3-8.2 and depicted on a copy of the most current State Plan Policy map prepared by the State Planning Commission, or is in an area not designated for growth but has been determined to be exempt and eligible for the same treatment as an area designated for growth.

(N)

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Bernie Stevens, President 100 Commercial Drive Fairfield, OH 45014

### 2.13 CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

# **2.13.1** Service Entrance Facilities, Continued

- A. Extensions to Serve New customers
  - 1. Description/Regulations, Continued
    - j. An extension to non-residential development shall be made underground if the development does not have service and the extension is located in an area where local government or the Company requires the extension to be underground. It is the property owners' responsibility to provide a suitable path or two (2) four-inch conduits and associated structures in accordance with the Company's layout design and specifications from the public road into the building(s).
    - k. The applicant or the Company may request a special exemption from the Board of Public Utilities if this requirement will result in a hardship, inequity, or will be discriminatory to other affected parties.
    - 1. An extension serving a residential development of three or more units shall be underground if the development does not have service and the extension will be placed along streets that are not already served by overhead facilities. It is the property owners' responsibility to provide a suitable path or two (2) four-inch conduits and associated structures in accordance with the Company's layout design and specifications from the public road into the building(s).

The applicant or the Company may request a special exemption from the Board of Public Utilities if this requirement will result in a hardship, inequity, or will be discriminatory to other affected parties.

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#### 2.13 CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

(N)

- **2.13.1** Service Entrance Facilities. Continued
  - A. Extensions to Serve New customers
    - 1. Description/Regulations, Continued
      - m. The Company will start construction only after all of the following conditions have been executed and met:
        - 1. advanced construction payment and assigned contract of work:
        - 2. the rights-of-way or easements specified preceding are cleared of trees, tree stumps and other obstructions above or below grade at no charge to the Company to a width sufficient in its judgment to permit the use of machinery and equipment, and graded to within six inches of final grade by the applicant. Such clearance and grading must be maintained by the applicant during construction by the Company, and
        - 3. in a buried environment, furnish a trench meeting the standards and requirements of the Company. Should the applicant want to perform this work prior to the Company's scheduled construction start date, it must (i) obtain approval from the Company, and (ii) provide two (2) four-inch conduits and associated structures in accordance with the Company's layout design .(and specifications for the Company's use. The applicant will maintain the trench until all utilities have been installed, after which time the applicant is required to backfill the trench.
      - n. Where practicable, as determined by the Company and the electric utility involved, electric and telephone facilities may be placed in the same trench. Where joint use of a trench is practical, the Company will not commence work on an underground system unless and until the applicant has satisfied all conditions precedent to the obligation of the electric utility as well as the Company to commence work on their respective underground systems.

(N)

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#### 2.13 CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

(N)

- **2.13.1** Service Entrance Facilities, Continued
  - A. Extensions to Serve New customers
    - 1. Description/Regulations, Continued
      - o. The charges specified in B. following are based on the premise that each applicant shall agree to cooperate with the Company in an effort to keep the cost of construction and installation of the underground telephone communication system as low as possible. This includes the scheduling of construction to preclude the necessity for trenching in frozen soils, or in land fill operations before soils have become stabilized.

Should unusual circumstances arise which would unreasonably delay underground service, temporary wires may be installed in whatever manner is most practical under the circumstances, provided, however, that such temporary wires shall be replaced as soon as practicable with a permanent underground service.

Upon approval by the Board of Public Utilities, excess costs, if any, due to temporary installations will be charged to the applicant.

Effective: November 7, 2004

(N)

Issued: October 7, 2004

#### 2.13 CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

#### (N)

# **2.13.1** Service Entrance Facilities, Continued

# B. Charge Treatment

# 1. Schedule of Charges

- a. The costs of an extension are the actual costs incurred to construct and install the extension, including materials and labor employed in the design, purchase, constructions, and/or installation of the extension, including overhead directly attributable to the work, as well as overrides or loading factors such as those for back-up personnel for mapping, records, clerical, supervision or general office functions.
- b. The estimated cost of each extension is prepared in the Contract of Work and determined on an individual case basis using the most recent costs. Where pavement cutting and restoration, rock removal, blasting, difficult digging conditions or special back fill is required, charges based on the costs involved may apply.
- c. The charges herein are in addition to the charges shown elsewhere in this Tariff for the furnishing of the Company's services.

(N)

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Issued by: Bernie Stevens, President

#### 2.13 CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

#### (N)

- **2.13.1** Service Entrance Facilities, Continued
  - B. Charge Treatment, Continued
    - 2. Advance Construction Payments

An applicant will be required to pay deposits contained in the Contract of Work in the form of advance construction payments based on estimated costs. Such deposits will be held without payment of interest. In addition, in all cases, the applicant will be responsible for actual costs in excess of the advance construction payments. In the event that actual costs are less than any advance construction payments, the difference will be refunded to the applicant upon completion of the extension.

Where an applicant plans construction of a development in phases, the applicant shall indicate which phases are to be treated as separate development for the purposes of determining the amount of deposit and calculating any applicable refund formula. The deposit required for each phase of the extension shall be the cost of the extension required to serve that phase of the development. There are two types of advance construction payments that may be required of an applicant:

(N)

## **SECTION 3 - DESCRIPTION OF SERVICE**

#### 3.1. APPLICATION OF RATES

Services offered in this Tariff may be subject to Service Order, Nonrecurring, Monthly Recurring, and Usage Charges as indicated in Section 4.

#### **3.1.1. General**

- A. The Company will provide Service in the State of New Jersey as specified herein. The Company will provide Services over its own Facilities or will utilize the facilities, in whole or in part, of other telecommunications companies.
- B. The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:
  - 1. Nonrecurring Charges for installation of Facilities and Services;
  - 2. Monthly Rates for availability and use of Facilities and Services; and
  - 3. Usage or Transaction Charges (where applicable).

#### 3.1.2. Application of Business and Residential Rates

A. The determination as to whether telephone Service should be classified as Business or Residential is based on the character of the use to be made of the Service. Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, Service is classified as Residential Service.

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## **SECTION 3 – DESCRIPTION OF SERVICE.** Continued

# **3.1. APPLICATION OF RATES**, Continued

# 3.1.2. Application of Business and Residential Rates, Continued

- B. Business rates apply at the following locations, among others:
  - 1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
  - 2. In Residence Locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in Residence Locations where an extension is located at a place where business rates would apply.
  - 3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no Service at business rates at another location.
  - 4. In any Residence Location where there is substantial business use of the Service and the Customer has no Service at business rates.
- C. Residence rates apply at the following locations, among others:
  - 1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the Service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
  - 2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has Service charged for at business rates another location.

Effective: November 7, 2004

# **SECTION 3 – DESCRIPTION OF SERVICE**, Continued

# **3.1. APPLICATION OF RATES**, Continued

#### 3.1.3. Service Areas

- A. Local Exchange and Interexchange Services are provided throughout the State of New Jersey
- B. Company's description of Service area in no way compels Company to provide any Service in an area where Facilities or other extenuating factors limit Company's ability to provide Service.

# 3.1.4. Exchanges

Local Exchange Services are provided, subject to availability of facilities and equipment, in the following exchange areas:

Exchange Area	Exchange Areas Included in Local Service Area			
! ALLENTOWN	! Allentown	! Hightstown	! Mercerville	! New Egypt
# ASHBURY PARK	# Ashbury Park	# Deal	# Long Branch	# Spring Lake
	# Belmar	# Eatontown		
! ATLANTIC CITY	! Atlantic City	! Ocean City	! Pleasantville	! Somers Point
	! Brigantine			
# ATLANTIC	# Atlantic Highlands	# Keyport	# Middletown	# Red Bank
HIGHLANDS	# Keansburg	# Long Branch		
BAYONNE	Bayonne	Jersey City	Newark	Union City
	@ Elizabeth			
! BEAVER BROOK	! Beaver Brook	! Collingswood	! Haddon Heights	! Wenonah
	! Blackwood	! Gloucester	! Laurel Springs	! Woodbury
	! Camden	! Haddonfield	! Merchantville	
+ BELLEVILLE	+ Belleville	+ Newark	+ Passaic	Rutherford
	+ Bloomfield	+ Nutley	+ Paterson	+ Verona
	Kearny	+ Orange		
# BELMAR	# Ashbury Park	# Deal	# Long Branch	# Spring Lake
	# Belmar	# Farmingdale	# Manasquan	
! BERLIN	! Berlin	! Hammonton	! Marlton	! Vincentown
	! Haddonfield	! Laurel Springs	! Medford	
! BLACKWOOD	! Beaver Brook	! Gloucester	! Pitman	! Williamstown
	! Blackwood	! Haddon Heights	! Wenonah	! Woodbury
	! Glassboro	! Laurel Springs		

<sup>!</sup> Indicates 609 Area Indicates 201 Area

Issued: October 7, 2004

<sup>@</sup> Indicates 908 Area + Indicates 973 Area

<sup>#</sup> Indicates 732 Area Ø Indicates Independent Company

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# SECTION 3 – DESCRIPTION OF SERVICE, Continued

# **3.1. APPLICATION OF RATES**, Continued

# **3.1.4. Exchanges**, Continued

Exchange Area	Exchange Areas Included in Local Service Area			
+ BLOOMFIELD	+ Belleville	+ Little Falls	+ Orange	Rutherford
	+ Bloomfield	+ Livingston	+ Passaic	+ South Orange
	+ Caldwell	+ Newark	+ Paterson	+ Verona
	Kearney	+ Nutley		
@ BERNARDSVILLE	@ Bernardsvilleo	@ Millington	+ Mount Freedom	@ Peapack
	+ Mendham	+ Morristown		
+ BOONTON	+ Boonton	+ Caldwell	+ Rockaway	+ Whippany
	+ Butler	+ Morristown		
! BORDENTOWN	! Bordentown	! Ewing	! Fort Dix	! New Egypt
	! Burlington	! Florence	! Mercerville	! Trenton
# BOUND BROOK	# Bound Brook	# East Millstone	# New Brunswick	@ Somersville
	# Dunellen	@ Millington	@ Plainfield	
! BRIGANTINE	! Atlantic City	! Brigantine	! Pleasantville	! Tuckerton
	! Beach Haven	! Ocean City	! Somers Point	
@ BURLINGTON	! Bordentown	! Florence	! Mount Holly	! Riverside
	! Burlington			
+ BUTLER	+ Boonton	+ Newfoundland	Oakland	+ Pompton Lakes
	+ Butler			
+ CALDWELL	+ Bloomfield	+ Little Falls	+ Orange	+ Verona
	+ Boonton	+ Livingston	+ Rockaway	+ Whippany
	+ Caldwell	+ Mountain View		
! CAMDEN	! Beaver Brooke	! Gloucester	! Haddon Heights	! Moorestown
	! Camden	! Haddonfield	! Merchantville	! Riverton
	! Collingswood			
# CARTERET	# Carteret	@ Linden	# Rahway	# South Amboy
	@ Cranford	# Metuchen	@ Roselle	# Woodbridge
	@ Elizabeth	# Perth Amboy		
CHATHAM	Chatham	Madison	South Orange	Whippany
	Livingston	Millburn	@ Summit	

! Indicates 609 Area Indicates 201 Area @ Indicates 908 Area + Indicates 973 Area

# Indicates 732 Area Ø Indicates Independent Company NOTE 1: All NXX's are 908 except 425 which is 973.

Issued: October 7, 2004

# SECTION 3 – DESCRIPTION OF SERVICE, Continued

# **3.1. APPLICATION OF RATES**, Continued

# **3.1.4. Exchanges**, Continued

Exchange Area	Exchange Areas Included in Local Service Area			
CLIFFSIDE	Cliffside	Hackensack	Leonia	Teaneck
	Dumont	Hasbrouck Hts.	Rutherford	Union City
	Englewood			
CLOSTER	Closter	Englewood	Oradell	Teaneck
	Dumont	Leonia	Park Ridge	Westwood
! COLLINGSWOOD	! Beaver Brook	! Gloucester	! Haddon Heights	! Marlton
	! Camden	! Haddonfield	! Laurel Springs	! Merchantville
	! Collingswood			
! CRANBURY	! Cranbury	! Hightstown	# Monmouth	! Plainsboro
	# @Englishtown	# Jamesburg	Junction	! Princeton
	# @Franklin Park			
@ CRANFORD	# Carteret	@ Fanwood	# Rahway	@ Summit
	@ Cranford	@ Linden	@ Roselle	@ Unionville
	@ Elizabeth	+ Millburn	+ South Orange	@ Westfield
# DEAL	# Ashbury Park	# Deal	# Long Branch	# Spring Lake
	# Belmar	# Eatontown	# Red Bank	
DUMONT	Cliffside	Englewood	Leonia	Teaneck
	Closter	Fair Lawn	Oradell	Westwood
	Dumont	Hackensack	Park Ridge	
# DUNELLEN	# Bound Brook	# East Millstone	@ Millington	@ Plainfield
	# Dunellen	@ Fanwood	# New Brunswick	@ Somerville
# EAST MILLSTONE	@ Belle MeadØ	# East Millstone	# Monmouth	# New Brunswick
	# Bound Brook	# Franklin Park	Junction	@ Somerville
	# Dunellen		@ Neshanic	

<sup>!</sup> Indicates 609 Area Indicates 201 Area @ Indicates 908 Area + Indicates 973 Area

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<sup>#</sup> Indicates 732 Area Ø Indicates Independent Company

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# SECTION 3 – DESCRIPTION OF SERVICE, Continued

# **3.1. APPLICATION OF RATES**, Continued

# **3.1.4. Exchanges**, Continued

Exchange Area	Exchar	nge Areas Inclu	ded in Local Ser	vice Area
# EATONTOWN	# Ashbury Park	# Eatontown	# Freehold	# Middletown
	# Deal	# Farmingdale	# Long Branch	# Red Bank
! EGG HARBOR	! Egg Harbor	! Hammonton	! Mays Landing	! Pleasantville
@ ELIZABETH	Bayonne	@ Elizabeth	+ Orange	+ South Orange
	# Carteret	@ Linden	# Rahway	@ Unionville
	@ Cranford	+ Newark	@ Roselle	@ Westfield
! ELMER	! Bridgeton	! Elmer	! Franklinville	! Vineland
ENGLEWOOD	Cliffside	Englewood	Hasbrouck Hts.	Oradell
	Closter	Fair Lawn	Leonia	Teaneck
	Dumont	Hackensack		
# ENGLISHTOWN	! Cranbury	# Freehold	# Jamesburg	# South River
	# Englishtown	! Hightstown	# Matawan	
! EWING	! Bordentown	! Mercerville	! Pennington	! Trenton
	! Ewing	Morristown, PA	! Princeton	Yardley, PA
	! Lawrenceville			
FAIR LAWN	Dumont	Hackensack	Oradell	Ridgewood
	Englewood	Hasbrouck Hts.	+ Passaic	Teaneck
	Fair Lawn	Hawthorne	+ Paterson	
@ FANWOOD	@ Cranford	+ Milburn	# Rahway	@ Summit
	# Dunellen	@ Plainfield	@Roselle	@ Westfield
	@ Fanwood			
# FARMINGDALE	# Belmar	# Farmingdale	# Lakewood	# Spring Lake
	# Eatontown	# Freehold		
! FLORENCE	! Bordentown	! Florence	! Mount Holly	! Riverside
	! Burlington	! Fort Dix		
! FORT DIX	! Bordentown	! Fort Dix	! New Egypt	! Vincentown
	! Florence	! Mount Holly	! Pemberton	
	! Cranbury	# Monmouth	# New Brunswick	! Princeton
	# East Millstone	Junction	! Plainsboro	# South River
	# Franklin Park			
4FRANKLINVILLE	4Elmer	4Glassboro	4Vineland	4Williamstown
	4Franklinville	4Pitman		

<sup>!</sup> Indicates 609 Area

Indicates 201 Area

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<sup>@</sup> Indicates 908 Area + Indicates 973 Area

<sup>#</sup> Indicates 732 Area Ø Indicates Independent Company

<sup>4</sup> Indicates 856 Area

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# SECTION 3 – DESCRIPTION OF SERVICE, Continued

# **3.1. APPLICATION OF RATES**, Continued

# **3.1.4. Exchanges**, Continued

Exchange Area	Exchange Areas Included in Local Service Area					
# FREEHOLD	# Eatontown	# Farmingdale	# Holmdel	# Matawan		
	Englishtown	# Freehold	# Lakewood			
! GLASSBORO	! Blackwood	! Collingswood	! Haddon Heights	! Paulsboro		
	! Camden	! Gloucester	! Laurel Springs	! Wenonah		
		! Haddonfield	! Merchantville	! Woodbury		
4GLOUCESTER	4Beaver Brook	4Collingswood	4Haddon Heights	4Paulsboro		
	4Blackwood	4Gloucester	4Laurel Springs	4Wenonah		
	4Camden	4Haddonfield	4Merchantville	4Woodbury		
HACKENSACK	Cliffside	Hackensack	Passaic	Teaneck		
	Dumont	Hasbrouck Hts.	Ridgewood	Union City		
	Englewood	Leonia	Rutherford	Westwood		
	Fair Lawn	Oradell				
! HADDONFIELD	! Beaver Brook	! Collingswood	! Haddon Heights	! Merchantville		
	! Berlin	! Gloucester	! Laurel Springs	! Moorestown		
	! Camden	! Haddonfield	! Marlton			
! HADDON HEIGHTS	! Beaver Brook	! Collingswood	! Haddon Heights	! Merchantville		
	! Blackwood	! Gloucester	! Laurel Springs	! Woodbury		
	! Camden	! Haddonfield				
! HAMMONTON	! Berlin	! Hammonton	! Milmay	! Williamstown		
	! Egg Harbor	! Mays Landing				
HASBROUCK HTS.	Cliffside	Hackensack	+ Nutley	Rutherford		
	Englewood	Hasbrouck Hts.	+ Passaic	Teaneck		
	Fair Lawn	Leonia				
+ HAWTHORNE	Fairlawn	+ Mountain View	+ Paterson	Ridgewood		
	+ Hawthorne	Oradell	Ramsey	Wyckoff		
	+ Little Falls	+ Passaic				
! HIGHSTOWN	! Allentown	# Englishtown	! Mercerville	! Plainsboro		
	! Cranbury	! Hightstown				
# HOLMDEL	# Freehold	# Keyport	# Middletown	# Red Bank		
	# Holmdel	# Matawan				

<sup>!</sup> Indicates 609 Area Indicates 201 Area @ Indicates 908 Area + Indicates 973 Area

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<sup>#</sup> Indicates 732 Area Ø Indicates Independent Company

<sup>4</sup> Indicates 856 Area

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# SECTION 3 – DESCRIPTION OF SERVICE, Continued

# **3.1. APPLICATION OF RATES**, Continued

# **3.1.4. Exchanges**, Continued

Exchange Area	Exchange Areas Included in Local Service Area					
! HOPEWELL	@ Belle Mead Ø ! Hopewell	! Lambertville ! Lawrenceville	<ul><li>@ Neshanic</li><li>! Pennington</li></ul>	! Princeton		
# JAMESBURG	! Cranbury # Englishtown	# Jamesburg # Monmouth Junction	! Plainboro	# South River		
JERSEY CITY	Bayonna Jersey City	Kearny	+ Newark	Union City		
# KEANSBURG	# Atlantic Highlands	#Keansburg # Keyport	# Matawan # Middletown	# Red Bank		
KEARNEY	+ Belleville + Bloomfield Jersey City	Kearney + Newark	+ Nutley + Orange	Rutherford Union City		
# KEYPORT	# Atlantic Highlands # Holmdel	# Keansburg # Keyport	# Matawan # Middletown	# Perth Amboy # South Amboy		
# LAKEHURST	# Lakehurst	# Lakewood	# Toms River			
# LAKEWOOD	# Farmingdale # Freehold	# Lakehurst # Lakewood	# Point Pleasant	# Toms River		
! LAMBERTVILLE	! Hopewell	! Lambertville	New Hope, PA	! Pennington		
! LAUREL SPRINGS	! Beaver Brook ! Berlin	! Blackwood ! Collingswood	! Gloucester ! Haddonfield	! Haddon Hts. ! Laurel Springs		
! LAWRENCEVILLE	! Ewing ! Hopewell	! Lawrenceville ! Mercerville	! Pennington ! Plainsboro	! Princeton ! Trenton		
LEONIA	Cliffside Closter	Dumont Englewood	Hackensack Hasbrouck Hts.	Leonia Teaneck		
@ LINDEN	# Carteret @ Cranford @ Elizabeth	@ Linden # Rahway	inden @ Roselle @			
+ LITTLE FALLS	+ Bloomfield + Caldwell + Hawthorne	+ Little Falls + Mountain View + Nutley	+ Orange + Passaic	+ Paterson + Verona		

<sup>!</sup> Indicates 609 Area Indicates 201 Area

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<sup>@</sup> Indicates 908 Area + Indicates 973 Area

<sup>#</sup> Indicates 732 Area Ø Indicates Independent Company

# **3.1. APPLICATION OF RATES**, Continued

# **3.1.4. Exchanges**, Continued

Exchange Area	Exchan	ge Areas Includ	led in Local Ser	vice Area
+ LIVINGSTON	+ Bloomfield + Caldwell + Chatham	+ Livingston + Madison + Millburn	+ Newark + Orange + S. Orange	<ul><li>@ Summit</li><li>+ Verona</li><li>+ Whippany</li></ul>
# LONG BRANCH	# Ashbury Park # Atlantic Highlands	# Belmar # Deal	# Eatontown # Long Branch	# Red Bank # Spring Lake
+ MADISON	+ Chatham + Livingston	+ Madison + Millburn	+ Morristown+ So. Orange	@ Summit+ Whippany
# MANASQUAN	# Belmar	# Manasquan	# Mt. Pleasant	# Spring Lake
MARLTON	Berlin Collingswood	Haddonfield Marlton	Medford Moorestown	Vincentown
# MATAWAN	# Englishtown# Freehold# Holmde	# Keansburg# el Keyport # Matawan	# Middletown# Perth Amboy	# So. Amboy# So. River
! MAYS LANDING	! Egg Harbor ! Hammonton	! Mays Landing ! Milmay	! Pleansantville	! Tuckahoe
! MEDFORD	! Berlin ! Marlton	! Medford ! Moorestown	! Mount Holly ! Pemberton	! Vincentown
+ MENDHAM	<ul><li>@ Bernardsvilleo</li><li>@ Chester Ø</li></ul>	+ Mendhan+ Morristown	+ Mount Freedom @ Peapack	+ Succasunna
! MERCERVILLE	! Allentown ! Bordentown	! Ewing ! Hightstown	! Lawrenceville ! Mercerville	! Plainsboro ! Trenton
! MERCHANTVILLE	! Beaver Brook ! Camden ! Collingswood	! Gloucester ! Haddonfield ! Haddon Heights	! Merchantville ! Moorestown	! Riverside ! Riverton

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<sup>#</sup> Indicates 732 Area Ø Indicates Independent Company NOTE 1: All NXX's are 908 except 425 which is 973.

# **3.1. APPLICATION OF RATES**, Continued

# **3.1.4. Exchanges**, Continued

Exchange Area	Exchange Areas Included in Local Service Area					
# METUCHEN	# Carteret#	# New Brunswick#	# @ Plainfield#	# So. Amboy#		
	Metuchen	Perth Amboy	Rathway	Woodbridge		
# MIDDLETOWN	# Atlantic	# Holmdel#	# Keyport#	# Middletown#		
	Highlands#	Keansburg	Matawan	Red Bank		
	Eatontown					
+ MILLBURN	+ Chatham@	+ Madison	+ Orange	@ Summit		
	Cranfoard@	+ Millburn	@ Roselle	@ Unionville		
	Fanwood	+ Newark	+ So. Orange	@ Westfield		
	+ Livingston					
@ MILLINGTON	@ Bernardsville	# Dunellen@	@ Plainfield	@ Summit		
	# Bound Brook	Millington	@ Somerville			
! MILMAY	! Hammonton	4 Millville	! Port Norris	4 Vineland		
	! Mays Landing	! Milmay	! Tuckahoe			
# MONMOUTH	Cranbury	# Jamesburg	Plainsboro	! Princeton		
JUCTION	# East Millstone#	# Monmouth				
	Franklin Park	Junction				
! MOORESTOWN	! Camden	! Medford	! Moorestown	! Riverside		
	! Haddonfield	! Merchantville	! Mount Holly	! Riverton		
	! Marlton					
+ MORRISTOWN	@ Bernardsvilleo	+ Madison	+ Morristown	+ Rockaway+		
	+ Boonton	+ Mendham	+ Mount Freedom	Whippany		
	+ Dover					
+ MOUNTAIN VIEW	+ Caldwell+	+ Mountain View	+ Paterson	+ Verona		
	Hawthorne+ Little	Oakland + Pompton Lakes		Wyckoff		
	Falls	+ Passaic				

<sup>!</sup> Indicates 609 Area Indicates 201 Area

NOTE 1: All NXX's are 908 except 425 which is 973.

<sup>@</sup> Indicates 908 Area + Indicates 973 Area

<sup>#</sup> Indicates 732 Area Ø Indicates Independent Company

<sup>4</sup> Indicates 856 Area

# **3.1. APPLICATION OF RATES**, Continued

# **3.1.4. Exchanges**, Continued

Exchange Area	Exchan	ge Areas Includ	Exchange Areas Included in Local Service Area					
! MOUNT HOLLY	! Burlington	! Fort Dix	! Moorestown	! Pemberton				
	! Florence	! Medford	! Mount Holly	! Vincentown				
! MULLICA HILL	! Glassboro	! Penns Grove	! Swedesboro	! Woodbury				
	! Mullica Hill	! Pitman	! Wenoah	! Woodstown				
	! Paulsboro	! Salem						
@ NESHANIC	@ Belle Mead	! Hopewell	@ Neshanic	@ Somerville				
	+ East Millstone							
+ NEWARK	Bayonne+	Jersey City	+ Newark	@ Unionville+				
	Belleville+	Kearney+	+ Nutley	Verona				
	Bloomfield@	Livingston+	+ Orange					
	Elizabeth	Millburn	+ So. Orange					
# NEW BRUNSWICK	# Bound Brook#	# East Millstone#	# Metuchen	@ Somerville+				
	Dunellen	Franklin Park	# Newbrunswick	South River				
! NEW EGYPT	! Allentown	! Fort Dix	! New Egypt	! Pemberton				
	! Bordentown							
+ NUTLEY	+ Belleville+	Kearny+ Little	+ Nutley+ Orange-	++				
	Bloomfield+	Falls+ Newark	Passaic	PatersonRutherford				
	Hasbrouck Hts.			+ Verona				
OAKLAND	+ Butler+ Erskine	+ Mountain	+ Pompton	Wyckoff				
	Lakes	ViewOakland	LakesRamsey					
! OCEAN CITY	! Atlantic City	! Cape May Ct. Hs.	! Pleasantville	! Tuckahoe				
	! Avalon	! Ocean City	! Sea Isle City	! Wildwood				
	! Brigantine		! Somers Point					

<sup>!</sup> Indicates 609 Area Indicates 201 Area @ Indicates 908 Area + Indicates 973 Area

<sup>#</sup> Indicates 732 Area Ø Indicates Independent Company

# **3.1. APPLICATION OF RATES**, Continued

# **3.1.4. Exchanges**, Continued

Exchange Area	Exchange Areas Included in Local Service Area					
ORADELL	ClosterDumontEng	Fair	OradellPark	TeaneckWestwood		
	lewood	LawnHackensackH	I RidgeRidgewood			
		awthorne				
+ ORANGE	+ Belleville+	Kearny+ Little	+ Newark+	+ So. Orange@		
	Bloomfield+	Falls+ Livingston+	Nutley+ Orange	Unionville+		
	Caldwell@	Millburn		Verona		
	Elizabeth					
+ PASSAIC	+ Belleville+	HackensackjHasbr	+ Little Falls+	+ Passaic+		
	BloomfieldFair	ouck Hts.+	Mountain View+	PatersonRutherford		
	Lawn	Hawthrone	Nutley			
+ PATERSON	+ Belleville+	+ Hawthorne+	+ Nutley+ Passaic	+		
	BloomfieldFair	Little Falls+		PatersonRidgewoo		
	Lawn	Mountain View		d		
! PAULSBORO	! Gloucester	! Paulsboro	! Swedesboro	! Woodbury		
	! Mullica Hill	! Penns Grove	! Wenonah	! Woodstown		
@ PEAPACK	@ Bernardsvilleo	+ Mendham@	@ Peapack	+ Succasunna		
	@ Chester Ø	Oldwick Ø	@ Somerville			
! PEMBERTON	! Fort Dix	! Mount Holly	! Pemberton	! Vincentown		
	! Medford	! New Egypt				
! PENNINGTON	! Ewing	! Lambertville	! Pennington	! Princeton		
	! Hopewell	! Lawrenceville				
# PERTH AMBOY	# Carteret#	# Matawan#	# Perth Amboy	# So. Amboy		
	Keyport	Matuchen	# Rahway	# Woodbridge		

! Indicates 609 Area Indicates 201 Area @ Indicates 908 Area + Indicates 973 Area

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# Indicates 732 Area Ø Indicates Independent Company NOTE 1: All NXX's are 908 except 425 which is 973.

#### 3.1. APPLICATION OF RATES, Continued

#### 3.1.4. Exchanges, Continued

Exchange Area	Exchan	ge Areas Includ	led in Local Ser	vice Area	
PITMAN	Blackwood Franklinville Glassboro	Mullica Hill Pitman Swedesboro	Wenonah Williamstown	Woodstown	
# PLAINFIELD	# Bound Brook# Dunellen			# Rahway @ Westfield	
! PLAINSBORO	! Cranbury + Franklin Park ! Hightstown	# Jamesburg ! Lawrenceville ! Mercerville	# Monmouth ! Plainsbord e Junction ! Princeton		
! PLEASANTVILLE	! Atlantic City ! Beach Haven ! Brigantine	! Egg ! Harbor ! Mays Landing	! Ocean City ! Plesantville	! Somers Point ! Tuckerton	
# POINT PLEASANT	# Lakewood # Manasquan	# Point Pleasant # Seaside Park	# Spring Lake	# Toms River	
+ POMPTON LAKES	+ Butler + Erskine + Lakes	+ Mountain View Oakland	+ Pompton Lakes	+ West Milford	
! PRINCETON	@ Belle Mead Ø! Cranbury! Ewing	# Franklin Park ! Hopewell ! Lawrenceville	# Monmouth Junction ! Pennington	! Plainsboro ! Princeton	
# RAHWAY	# Carteret @ Cranford @ Elizabeth	<ul><li>@ Fanwood</li><li>@ Linden</li><li># Matuchen</li></ul>	# Perth Amboy@ Plainfield# Rahwa	@ Roselle@ yWestfield# Woodbridge	

<sup>!</sup> Indicates 609 Area

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Effective: November 7, 2004

Indicates 201 Area

<sup>@</sup> Indicates 908 Area + Indicates 973 Area

<sup>#</sup> Indicates 732 Area Ø Indicates Independent Company

# **3.1. APPLICATION OF RATES**, Continued

# **3.1.4. Exchanges**, Continued

Exchange Area	Exchan	ge Areas Includ	ed in Local Ser	vice Area	
# RED BANK	# Atlantic	#	# Keansburg#	# Middletown#	
	Highlands# Deal	EatontownHolmde	lLong Branch	Red Bank	
RIDGEWOOD	CragmereFair	+	+	WestwoodWyckoff	
	LawnHackensack	Haw thorne Oradell	PatersonRamseyRi		
		Park Ridge	dgewood		
! RIVERSIDE	! Burlington	! Merchantville	! Riverside	! Riverton	
	! Florence	! Moorestown			
! RIVERTON	! Camden	! Moorestown	! Riverside	! Riverton	
	! Merchantville				
+ ROCKAWAY	+ Boonton+	+ Hopatcong+	+ Mount Freedom	+ Succasunna+	
	Caldwell+ Dover	Morristown	+ Rockaway	Whippany	
@ ROSELLE	# Carteret@	@ Fanwood@	# Rahway@	@ Summit@	
	Cranford@	Linden+ Millburn	Roselle+ So.	Unionville@	
	Elizabeth		Orange		
RUTHERFORD	+ Belleville+	Hackensack	+ Nutley+ Passaic	Rutherford Union	
	BloomfieldCliffsid	Hasbrouck Hts.		City	
	e	Kearny			
# SEASIDE PARK	# Point Pleasant	# Seaside Park	# Toms River		
! SOMERS POINT	! Atlantic City	! Ocean City	! Somers Point	! Tuckahoe	
	! Brigantine	! Pleasantville			
@ SOMERVILLE	# Bound Brook#	# East Millstone@	@ Neshanic# New	@ Peapack@	
	Dunellen	Millington	Brunswick	Somerville	

<sup>!</sup> Indicates 609 Area Indicates 201 Area @ Indicates 908 Area + Indicates 973 Area

Issued: October 7, 2004

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<sup>#</sup> Indicates 732 Area Ø Indicates Independent Company

# **3.1. APPLICATION OF RATES**, Continued

# **3.1.4. Exchanges**, Continued

Exchange Area	Exchan	ge Areas Includ	ed in Local Ser	vice Area	
# SOUTH AMBOY	# Carteret#	# Matawan#	# Perth Amboy#	# South River#	
	Keyport	Matuchen	South Amboy	Woodbridge	
+ SOUTH ORANGE	+ Bloomfield+	+ Livingston+	+ Orange@	@ Summit@	
	Chatham@	Madison+	Roselle+ So.	Unionville@	
	Cranford@	Millburn+ Newark	Orange	Westfield	
	Elizabeth				
# SOUTH RIVER	# Englishtown#	# Jamesburg#	# New Brunswick#	## South River	
	Franklin Park	Matawan South Amboy			
# SPRING LAKE	# Asbury Park#	# Deal#	# Long Branch#	# Point Pleasant#	
	Belmar	Farmingdale	Manasquan	Spring Lake	
@ SUMMIT	+ Chatham@	+ Livingston+	@ Millington@	@ Summit@	
	Cranford@	Madison+ Millburn	nRoselle+ So.	Unionville@	
	Fanwood		Orange	Westfield	
! SWEDESBORO	! Mullica Hill	! Pitman	! Swedesboro	! Woodbury	
	! Paulsboro	! Salem	! Wenonah	! Woodstown	
	! Penns Grove				
TEANECK	Cliffside Closter	Englewood Fair	Hasbrouck Hts.	Oradell Teaneck	
	Dumont	Lawn Hackensack	Leonia		
# TOMS RIVER	Barnegate	# Lakewood# Point	t# Seaside Park	# Toms River	
	# Lakehurst	Pleasant			
! TRENTON	! Bordentown	! Lawrenceville	! Morrisville, PA	! Yardley, PA	
	! Ewing	! Mercerville	! Trenton		

<sup>!</sup> Indicates 609 Area Indicates 201 Area @ Indicates 908 Area + Indicates 973 Area

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<sup>#</sup> Indicates 732 Area Ø Indicates Independent Company

Effective: November 7, 2004

# SECTION 3 – DESCRIPTION OF SERVICE, Continued

#### 3.1. APPLICATION OF RATES, Continued

#### 3.1.4. Exchanges, Continued

Exchange Area	Exchange Areas Included in Local Service Area					
! TUCKERTON	! Barnegat ! Brigantine	! Beach Haven	! Pleasantville	! Tuckerton		
UNION CITY	Bayonne Cliffside	Hackensack Jersey City	Kearny Rutherford	Union City		
@ UNIONVILLE	@ Cranford@ Elizabeth@ Linder	+ Millburn+ n Newark+ Orange	@ Roselle+ So. Orange@ Summit	@ Unionville@ Westfield		
+ VERONA	+ Belleville+ Bloomfield+ Caldwell	+ Little Falls+ Livingston+ Mountain View	+ Newark+ Nutley+ Orange	+ Verona+ Whippany		
! VINCENTOWN	4 Berlin ! Fort Dix	4 Marlton ! Medford	! Mount Holly ! Pemberton	! Vincetown		
! VINELAND	! Bridgeton ! Cedarville	! Elmer ! Franklinville	! Millville ! Milmay	! Port Norris ! Vineland		
! WENONAH	! Beaver Brook ! Blackwood ! Glassboro	! Gloucester ! Mullica Hill ! Paulsboro	! Pitman ! Swedesboro ! Wenonah	! Woodbury ! Woodstown		
@ WESTFIELD	@ Cranford@ Elizabeth@ Fanwood	@ Linden+ Millburn@ Plainfield	# Rahway@ Roselle+ So. Orange	@ Summit@ Unionville@ Westfield		
WESTWOOD	Closter Dumont	Hackensack Oradell	Park Ridge Ramsey	Ridgewood Westwood		
+ WHIPPANY	+ Boonton+ Caldwell+ Chatham	+ Livingston+ Madison	+ Morristown+ Rockaway	+ Verona+ Whippany		

<sup>!</sup> Indicates 609 Area Indicates 201 Area

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<sup>@</sup> Indicates 908 Area + Indicates 973 Area # Indicates 732 Area Ø Indicates Independent Company

<sup>4</sup> Indicates 856 Area

# **3.1. APPLICATION OF RATES**, Continued

# **3.1.4. Exchanges**, Continued

Exchange Area	Exchar	Exchange Areas Included in Local Service Area					
WILLIAMSTOWN	Blackwood	Glassboro	Pitman	Williamstown			
	Franklinville	Hammonton					
# WOODBRIDGE	# Carteret@	# Matuchen# Perth	# Rahway# South	# Woodbridge			
	Linden	Amboy	Amboy				
! WOODBURY	! Beaver Brook	! Haddon Heights	! Penns Grove	! Wenonah			
	! Blackwood	! Mullica Hill	! Pitman	! Woodbury			
	! Gloucester	! Paulsboro	! Paulsboro ! Swedesboro				
! WOODSTOWN	! Glassboro	! Penns Grove	! Salem	! Wenonah			
	! Mullica Hill	! Pitman	! Swedesboro	! Woodstown			
	! Paulsboro						
WYCKOFF	Cragmere+	+ Mountain	Ramsey	Wyckoff			
	Hawthorne	ViewOakland	Ridgewood				

<sup>!</sup> Indicates 609 Area Indicates 201 Area @ Indicates 908 Area + Indicates 973 Area

<sup>#</sup> Indicates 732 Area Ø Indicates Independent Company

## 3.2. CHARGES BASED ON DURATION OF USE

#### 3.2.1. Duration Rules

Issued by:

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

- 1. Calls are billed in one (1) minute increments unless otherwise noted.
- 2. Any portion of an applicable increment, after the appropriate minimum time for the Call, will be rounded upward to the next increment.
- 3. Calls less than the minimum length will be rounded to the minimum length.
- 4. There is no billing for incomplete Calls
- 5. Timing on completed Calls begins when the Call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local Carrier and any intermediate Carrier(s). Timing for operator Service Person-To-Person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX Station called.
- 7. Call timing ends when the calling Station "hangs up," thereby releasing the network connection. If the Called Station "hangs up" but the calling Station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- 8. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the Call.
- 9. All times refer to local time.

# 3.2. CHARGES BASED ON DURATION OF USE, Continued

# 3.2.2. Applicable Rate Periods

Where charges for a Service are based on rate periods, applicable rate periods are as indicated in the chart below, unless otherwise specified:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*		DAYTIME RATE PERIOD					
5:00 PM TO 11:00 PM*		EVENING RATE PERIOD					EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

<sup>\*</sup> To, but not including

#### 3.3. RATES BASED UPON DISTANCE

#### 3.3.1 GENERAL

Where charges for Service are specified based upon distance, the following rule applies:

Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). Where there is no telephone number associated with an Access Line on PNG's network (such as a dedicated 800 or WATS Access Line), PNG will apply the Rate Center of the Customer's main billing telephone number.

## 3.3.2. Calculating Distance

Where applicable, the distance between the originating point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by NECA tariff FCC No. 4, in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the originating point and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers.

Formula:

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

## 3.4. INSTALLATION, MOVES AND SERVICE CHANGE CHARGES

# **3.4.1.** Connection Charge

A. Application of Connection Charge

The Connection Charge is a nonrecurring charge that applies to the following:

- 1. installation of a new Service;
- 2. transfer of an existing Service to a different location;
- 3. change from one Class of Service to another at the same or a different location; and
- 4. installation of an additional line.

(N)

(N)

## **SECTION 3 – DESCRIPTION OF SERVICE**, Continued

## 3.4. INSTALLATION, MOVES AND SERVICE CHANGE CHARGES, Continued

## 3.4.2. Moves, Adds and Changes

- A. The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge as set forth in Section 4 below for the underlying Service will apply as if the work had been done by the Company.
- B. The Customer will be assessed a charge for any move, add or change of a Company Service. Move, Add and Change are defined as follows:

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

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

**Change:** Includes rearrangement or reclassification of existing Service at the same location.

## **3.4.3.** Trouble Isolation Charge

Trouble isolation and other repair Services are provided to Customers by the underlying Carrier, at the underlying Carrier's rates, terms and conditions, pursuant to the underlying Carrier's local tariff on file with the Board. The Company bills Customers for trouble isolation and other repair costs at the underlying Carrier's tariffed rates.

## 3.4.4. Missed Appointment

Customer must be available for scheduled appointments or be assessed a missed appointment charge.

## 3.4.5. Restoral Charge

At the Customer's request, and upon payment of all outstanding non-disputed amounts owed by the Customer to the Company for Service, Company will reconnect Customer whose Service has been Suspended for non-payment. A restoral charge will be assessed per occurrence.

#### 3.4.6 Conversion Fee

The conversion charge is applied to the Customer's account upon the Customer moving from a carrier other than PNG to PNG for local service.

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Issued by:

Bernie Stevens, President
100 Commercial Drive
Fairfield, OH 45014

#### 3.5. NETWORK EXCHANGE SERVICES

#### **3.5.1.** General

Sections 3.5, 3.6 and 3.7 of this Tariff contain a general description of the Services offered by PNG and the rates applicable to each Service. PNG provides switched, telephonic-quality voice and data transmission Services that enable Users to communicate on a real-time basis between points within Local Calling Areas in the State of New Jersey as well as ancillary Services that facilitate the use or expand the capabilities of switched communications Services.

## A. Basic Local Exchange Service

- 1. The Company's Local Exchange Services provide a Customer with a telephonic connection to, and a telephone number address on, the public switched telecommunications network. Each Exchange Access Service enables Users to:
  - (a) receive Calls from other Stations on the public switched telecommunications network;
  - (b) access other Services offered by the Company as set forth in this Tariff;
  - (c) access certain interstate and international calling services provided by the Company;
  - (d) access (at no additional charge) the Company's operators and business office for Service related assistance;
  - (e) access toll-free telecommunications Services such as 800 NPA and access (at no additional charge) emergency Services by dialing 0- or 9-1-1 (where available);

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Bernie Stevens, President 100 Commercial Drive Fairfield, OH 45014

## 3.5. **NETWORK EXCHANGE SERVICES.** Continued

## **3.5.1. General**, Continued

A. Basic Local Exchange Service, Continued

### 1., Continued

- (f) access (at no additional charge) the Telecommunications Relay Service (TRS) system by dialing 7-1-1; and
- (g) access services provided by other common Carriers that purchase the Company's switched access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.
- 2. Each Exchange Access Service is available on a "full" Service basis, whereby Service is delivered to a demarcation/connection block at the Customer's Premises.
- 3. Basic Local Exchange Service can also be used to originate Calls to other telephone companies' caller-paid information Services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information Services will be blocked by PNG's switch at no charge upon Customer request. PNG Customers are provided with Collect-Call, Person-to-Person and Third Party Billed Blocking Service automatically upon subscription to PNG's Services at no charge. Each Basic Local Exchange Service corresponds to one or more telephonic communications Channels that can be used to place or receive one Call at a time.

## 3.5. **NETWORK EXCHANGE SERVICE**, Continued

#### **3.5.1. General**. Continued

B. Exchange Access Line – Individual line residence and Business Service is comprised of Exchange Access Lines defined as the Service Central Office line equipment and all PNG plant Facilities up to the demarcation point. These Facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll Service and for local calling appropriate to the Tariffed use offering selected by the Customer.

## C. Call Charges

- 1. Based on Duration Rates are based on the duration of the Call as measured according to section 3.2.1 above.
- 2. Mileage and Time Periods Rates do not vary between time periods or with mileage.
- 3. Per Call Charges Where live or automated operator assistance is required for Call completion or billing, a per Call Service charge applies. The per Call Service Charge is assessed in addition to any applicable rate based on Call duration.
- 4. Classes of Calls Except for operator assisted calls addressed in Section 3.5.1(A)(3) above, charges for all classes of Calls may be to the calling Station, to the Called Station when the called party agrees to accept the charges, to an authorized telephone number which is not the Called Station or the calling Station (3rd number billing), or to an authorized calling card.
- 5. Zones Service rates are differentiated by Service zone, as set forth in Section 3.14 below.

## **3.5. NETWORK EXCHANGE SERVICE**, Continued

## 3.5.2. Services Offered

Issued by:

A. Residential Network Exchange Services)



B. Business Network Exchange Services

[Reserved for future use]

(M)

\*\*\*Material originally located on this page moved to page 116 Grandfathered Services\*\*\*

Issued: April 8, 2005 Effective: April 11, 2005

## 3.6. RESIDENTIAL NETWORK EXCHANGE SERVICES

## (T) 3.6.1. Residential Packages – General

Issued by:

(N)

- A. Network Exchange Packages are packages of telecommunications Services that may include Local Exchange Service, intrastate and interstate long distance Service and custom calling features.
- B. Residential Packages may include Basic Local Exchange Service, IntraLATA Toll Service, InterLATA Toll Service and custom calling features. Wireless Service, voice mail and/or Internet access may be available with some packages at an additional charge.

(M)

(N)

\*\*\*Material originally located on this page moved to page 117 Grandfathered Services\*\*\*

Issued: April 8, 2005 Effective: April 11, 2005

## 3.6. RESIDENTIAL NETWORK EXCHANGE SERVICES, Continued

# 3.6.2. Residential Network Exchange Service Packages

A. PowerNet Global Call to Connect Plus

PowerNet Global Call to Connect Plus provides the Customer with an access line to the local exchange network and includes the following usage and features:

- 1. Unlimited calling within the Customer's Local Calling Area.
- 2. 120 minutes IntraLATA and InterLATA long distance calling within the United States only as part of the monthly rate.
- 3. Additional minutes of IntraLATA and InterLATA long distance calling at a per minute rate.
- 4. The following Custom Calling Features:

Caller ID
Call Waiting
Caller ID Waiting

5. Customer must choose PNG as the intraLATA and interLATA carrier. (N)

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Bernie Stevens, President

## 3.6. RESIDENTIAL NETWORK EXCHANGE SERVICES, Continued

## 3.6.2. Residential Network Exchange Service Packages, Continued

B. PowerNet Global Call to Connect

PowerNet Global Call to Connect provides the Customer with an access line to the local exchange network and includes the following usage and features:

- 1. Unlimited calling within the Customer's Local Calling Area.
- 2. 120 minutes of IntraLATA and InterLATA long distance calling within the United States as part of the monthly rate.
- 3. Additional minutes of IntraLATA and InterLATA long distance calling at a per- minute rate.
- 4. Customer must choose PNG as the intraLATA and interLATA carrier. (N)
- C. PowerNet Global Call to Connect Simple

PowerNet Global Call to Connect Simple provides the Customer with an access line to the local exchange network and includes the following usage and features

- 1. Unlimited calling within the Customer's Local Calling Area.
- 2. 30 minutes of IntraLATA and InterLATA long distance calling within the United States as part of the monthly rate.
- 3. Additional minutes of IntraLATA and InterLATA long distance calling at a per- minute rate.
- 4. Customer must choose PNG as the intraLATA and interLATA carrier. (N)

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## 3.6. RESIDENTIAL NETWORK EXCHANGE SERVICES, Continued

## 3.6.2. Residential Network Exchange Service Packages, Continued

- D. Local Bundle Option A Provides customer with unlimited local calls. Customer can either choose PNG or another carrier for IntraLATA and InterLATA services.
- E. Local Bundle Option B Provides customer with unlimited local calls as well as unlimited long distance calls<sup>1</sup>. Customer must choose PNG as IntraLATA and InterLATA carrier.
- F. Local Bundle Option C Provides customer with unlimited local calls, unlimited long distance calls<sup>1</sup>, as well as High Speed Dialup Internet Services. Customer must choose PNG as IntraLATA and InterLATA carrier.

<sup>1</sup>If usage under this plan is not consistent with typical residential usage, as determined at PNG's sole discretion, the company may offer the customer an alternative plan or suspend, restrict, or cancel the customer's service for each month in which excessive usage occurred. Calls that are not consistent with typical residential use include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing.

#### 3.7. BUSINESS NETWORK EXCHANGE SERVICES

#### A. Business Services

1. Local Stand Alone - Provides customer with unlimited local calls. Customer can either choose PNG or another carrier for IntraLATA and InterLATA services.

#### B. Business Bundled Services

- 1. Local/Unlimited Long Distance Provides customer with unlimited local calls as well as unlimited long distance calls. Customer must choose PNG as IntraLATA and InterLATA carrier. Customer choose whether they would like to go with a no contract term, a one (1) year term or a two (2) year term.
- Local/Unlimited Long Distance/High Speed Dialup Provides customer with unlimited local calls, unlimited long distance calls, as well as High Speed Dialup Internet. Customer must choose PNG as IntraLATA and InterLATA carrier. Customer choose whether they would like to go with a no contract term, a one (1) year term or a two (2) year term.

(N)

(N)

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#### 3.8. DIRECTORY LISTINGS

# 3.8.1. Regulations

## A. Primary Listing

For each Customer of Company-provided Exchange Access Service(s), PNG shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Carrier in the area at no additional charge. For Customers with multiple Premises served by PNG, PNG will arrange for a listing of the main billing telephone number at each premise.

## B. Length of Directory White Pages Listing

The Company reserves the right to limit the length of any White Pages Directory Listing by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one (1) line is required to properly list the Customer, additional charges will not apply.

## C. Right of Refusal

The Company may refuse a White Pages Directory Listing which is known not to constitute a legally authorized or adopted name, where obscenities or offensive material appear in the listing, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

## **3.8. DIRECTORY LISTINGS**, Continued

## **3.8.1. Regulations**, Continued

#### D. Sections

Each White Pages Directory Listing must be designated as either "Government", "Business" or "Residence" so that it can be placed in the appropriate section of the White Pages Directory. In order to aid the User of the White Pages Directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

#### E. Schedule

In order for listings to appear in an upcoming White Pages Directory, the Customer must furnish the listing to the Company in time to meet the directory-publishing schedule.

## F. Other Requirements

The Customer's White Pages Directory Listing may be subject to other requirements imposed by the ILEC publishing the telephone directory.

## 3.8.2. Descriptions

White Pages Directory Listings are provided in connection with each Customer's Service as specified herein.

## A. Primary Listing

A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. A primary White Pages Directory Listing is provided in connection with Local Exchange Service at no additional charge.

## **3.8. DIRECTORY LISTINGS**, Continued

## **3.8.2. Descriptions**, Continued

## B. Additional Listings

In connection with Business Service, additional listings are available to be printed in the White Pages Directory in the names of Authorized Users of the Customer's Service, as defined herein. Rates for additional listings are specified in this Tariff.

## C. Non-published Listings

Listings that are not printed in the White Pages Directory are referred to as Non-published Listings. These types of listings are not available from Directory Assistance and are omitted or deleted from Directory Assistance records. Non-published Listing Service will be furnished, at the Customer's request, subject to the provisions of and charges in this Tariff.

This Service is subject to the rules and regulations for E911 Service, where applicable.

The Company will complete Calls to a nonpublished number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonpublished number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonpublished Service.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonpublished Service or the disclosing of said number to any person.

## **3.8. DIRECTORY LISTINGS**, Continued

## **3.8.2. Descriptions**, Continued

Issued by:

#### D. Non-listed Service

Non-listed Service will be furnished at the Customer's request, providing for the omission of the Customer's listing from the White Pages Directory. Such listings will be maintained in the Directory Assistance database and other records and will be provided upon request to callers of Directory Assistance. Charges for Non-listed Service are specified in this Tariff.

This Service is subject to the rules and regulations for E911 Service, where applicable.

The Company will complete Calls to a nonlisted number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonlisted number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted Service.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonlisted Service or the disclosing of said number to any person.

## 3.9. DIRECTORY ASSISTANCE SERVICE

PNG furnishes Directory Assistance Service for the purpose of aiding Subscribers in obtaining telephone numbers through arrangements with the incumbent Local Exchange Carrier when a party requests assistance in obtaining telephone numbers of Subscribers who are located within the same numbering plan area as the number the party is calling from.

A Directory Assistance charge applies per local directory assistance Call. The Customer may make two (2) requests for a telephone number per Call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

Residential Customers have a four (4) free Call allowance per line per month.

(T) (T)

### **SECTION 3 – DESCRIPTION OF SERVICE**, Continued

#### 3.10 LOCAL OPERATOR SERVICES

## 3.10.1 Local Operator Handled Calling Services

Local Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Service. Per Call charges which reflect the level of operator assistance and billing arrangement requested by the Customer apply in addition to any other applicable local usage charges. Collect Call, Person-to-Person and Third Party Billed Blocking Service automatically upon subscription to PNG's Services at no charge. PNG Customers may dial, but are blocked from receiving, and being billed for, these types of calls.

# 3.10.2 Operator Service Call Types

Issued by:

- A. Customer Dialed Calling/Credit Card Call This charge applies in addition to local usage charges for Station-to-Station Calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number and card number where the capability exists for the Customer to do so.
- B. Operator Dialed Calling/Credit Card Call This charge applies in addition to local usage charges for Station to Station Calls billed to an authorized Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.
- C. Operator Station These charges apply in addition to local usage charges for non-Person-to-Person Calls placed using the assistance of a Company operator and billed to the originating line, Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.
- D. Person-to-Person This charge applies in addition to local usage charges for Calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to the originating line, a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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## 3.10 LOCAL OPERATOR SERVICES, Continued

## 3.10.3 Available Billing Arrangements

- A. Bill to Line A billing arrangement whereby the originating caller may bill the charges for a Call to the Company-provided local exchange line from which the Call is placed. The terms and conditions of the Company apply to payment arrangements.
- B. Calling Card A billing arrangement whereby the originating caller may bill the charges for a Call to an approved LEC-issued calling card. The terms and conditions of the Local Exchange Carrier apply to payment arrangements.
- C. Collect Billing A billing arrangement whereby the originating caller may bill charges for a Call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.
- D. Commercial Credit Card A billing arrangement whereby the originating caller may bill the charges for a Call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.
- E. Third Party Billing A billing arrangement by which the charges for a Call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

## 3.10.4 Busy Line Verification and Line Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local Service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the Call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the Call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

New Jersey B.P.U. Tariff No. 1 Fourth Revised Page 93 Supercedes Third Revised Page 93

### **SECTION 3 - DESCRIPTION OF SERVICE, Continued**

#### 3.11. ADDITIONAL CHARGES

In addition to the Service charges described elsewhere in this Tariff, the following charges apply to each individual Exchange Access Service line unless otherwise specified.

#### 3.11.1. Subscriber Line Charge

As established by the Federal Communications Commission the Subscriber Line Charge applies in addition to the monthly Basic Exchange Access Services rate described above.

## 3.11.2. Other Government Fees Or Charges

Any applicable municipal, state or federal taxes, telecommunications municipal infrastructure maintenance fees or other charges.

## 3.11.3. Casual Traffic Charges

Charges that are derived from third party Calls (e.g. 10XXX, 900/976, third party Calls initiated by Customer through PNG's system) and trafficked over PNG's system.

## 3.11.4. Primary Interexchange Carrier Change Charge

Customers may be presubscribed to the Carrier of their choice for both InterLATA and IntraLATA Service. The Customer will incur a charge each time there is a change in the long distance Carrier associated with the Customer's IntraLATA or InterLATA Service after the initial installation of Service.

#### 3.11.5. Local Number Portability (LNP)

Customers are assessed this fee for costs incurred when an End-User switches local Carriers while maintaining the same local telephone number

## 3.11.6 Paper Bill Fee

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Customers may access their bills by signing on to PNG's Customer Portal at (D) (M) <a href="https://secure.pngcom.com/customerportal/loginform.php">https://secure.pngcom.com/customerportal/loginform.php</a>. PNG's primary method of rendering and submitting bills is electronic. Those Customers who do not opt to pay their bills via the Customer Portal may receive a paper bill. A monthly fee of \$0.99 may be charged to Customers who desire a paper bill. Business customers who opt to receive a Summery Bill will be charged a monthly fee of \$1.95. The electronic form of bill on the Customer Portal contains all of the same information as the paper bill, as required by Commission rules and regulations.

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## **3.11. ADDITIONAL CHARGES**, Continued

# (T) 3.11.7. Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371 and subsequent orders), an undiscountable per Call charge is applicable to all intrastate Calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided Services. This surcharge, set forth in Section 4 of this Tariff, is in addition to standard Tariffed usage charges and any applicable Service charges and surcharges associated with Service and applies for the use of the instrument used to access Company provided Service. The surcharge is unrelated to the Service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and Interexchange Carriers. The Public Telephone Surcharge applies to the initial completed Call and any reoriginated Call (e.g. using the "#" symbol). The Public Telephone Surcharge does not apply to Calls placed from pay telephones at which the Customer pays for Service by inserting coins during the progress of the Call.

Whenever possible, the Public Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged Call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to the completion of a Call, the Public Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a Carrier that the originating Station is an eligible pay telephone.

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Issued by:

# New Jersey B.P.U. Tariff No. 1 First Revised Page 95 Supercedes Original Page 95

# SECTION 3 – DESCRIPTION OF SERVICE, Continued

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[Reserved for Future Use]

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\*\*\*Material originally located on this page moved to page 119 Grandfathered Services\*\*\*

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Bernie Stevens, President

# New Jersey B.P.U. Tariff No. 1 First Revised Page 96 Supercedes Original Page 96

SECTION 3 – DESCRIPTION OF SERVICE, Continued	
[Reserved for Future Use]	(M) (T)
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# New Jersey B.P.U. Tariff No. 1 First Revised Page 97 Supercedes Original Page 97

SECTION 3 – DESCRIPTION OF SERVICE, Continued	
[Reserved for Future Use]	(M) (T)
***Material originally located on this page moved to page 121 Grandfathered Services***	

Issued: April 8, 2005 Effective: April 11, 2005

#### 3.12. CUSTOM CALLING FEATURES

#### 3.12.1. Custom Calling Features

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- A. Customers may utilize the custom calling features on a per use basis or a monthly basis.
- B Monthly features require a one-time, non-recurring charge when feature is (N) ordered
- C. The following features are available: Repeat Dial (Busy Redial) (\*66), Per Call Blocking (\*67), Call Return (Automatic Call Back) (\*69), Caller ID with Name, Speed Calling 8, Call Forwarding- Variable, Three-Way Calling, Call Waiting.

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## 3.12.2. Feature Descriptions

B.

Issued by:

- A. Call Return (Automatic Call Back) (\*69) allows a Customer to return the most recent incoming Call and hear an announcement of the last telephone number that called. To activate Return Call (\*69), the Customer dials a code, then hears an announcement of the telephone number of the last party that called. If the Customer wishes to return the Call right away, voice prompts will instruct the Customer to dial a certain digit and the Call will automatically be returned. Call Return is available on a per-use basis or on a monthly basis.
  - **Per Call Blocking** (\*67) blocks the Customer's name and number from being transmitted on all outgoing Calls from a particular line. Per Call blocking is achieved by pressing \*67 prior to each Call, while per line blocking blocks the name and number of every outgoing Call. Dialing a special code prior to dialing the number of the person being called can unblock the number and name. Caller
- C. **Repeat Dial (Busy Redial)** (\*66) automatically redials the last telephone number the Customer dialed. If the number is busy, this Service will keep dialing the busy number up to 30 minutes and alert the Customer with a special ring when the line is free. The Call will automatically be made when the Customer picks up the receiver. Repeat Dialing does not tie up the Customer's line, allowing the Customer to make **and** receive Calls while it attempts to redial in the background. Repeat Dial is available on a per-use basis or on a monthly basis.

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Issued: May 27, 2005 Effective: June 1, 2005

ID Blocking is provided at no charge.

#### 3.12. CUSTOM CALLING FEATURES, Continued

#### **3.12.2. Feature Descriptions,** Continued

Issued by:

- D. **Call Forwarding -Variable** a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding Variable is billed for the forwarded leg of the call.
- E. **Call Waiting** provides Customer a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Call Waiting service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer's responsibility to obtain such Customer provided equipment.
- F. Caller ID with Name allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and/or screen incoming calls. Caller ID records that name, number, date and time of each incoming call including calls that are not answered by the Customer. Caller ID service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer's responsibility to obtain such Customer provided equipment.
- G. **Speed Dialing** allows a Customer to dial selected numbers by means of an abbreviated code. This feature is available in with an 8 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.
- H. **Three-Way Calling** permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used with both outgoing and incoming calls. Three-Way Calling is available on a per-use basis or on a monthly basis.

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#### 3.12. CUSTOM CALLING FEATURES, Continued

#### **3.12.2. Feature Descriptions,** Continued

- I. Call Waiting ID-displays the name and phone number of the second caller while the customer is on another call. The customer decides whether to take the call or not. This feature requires Caller ID and Call Waiting, which must be purchased separately. Call Waiting ID requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer's responsibility to obtain such Customer provided equipment.
- **J. Remote Call Forwarding** a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call. This feature can be activated from any location.
- **K. Distinctive Ring** allows customers who have two telephone numbers on a single line distinguish which line is being called through a distinctive ringing pattern. The ring of the incoming call is determined by which telephone number has been dialed.
- **L. Voicemail** an answering system that allows callers to leave messages on a computerized system instead of an answering machine. Customers can access, save, and forward messages at their convenience.

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#### 3.13. SERVICE PROVIDER OPTIONS

#### 3.13.1 No Primary Interexchange Carrier (PIC) Option

Customers have the option of not selecting a toll provider as primary Carrier for IntraLATA and/or InterLATA toll traffic, thus requiring the Customer to use an access code to obtain toll providers' services (i.e., 1010-XXX).

#### 3.13.2 Two PIC Option

Customers will be able to select one toll provider for IntraLATA toll Calls and, if so desired, the same or another toll provider for InterLATA toll Calls.

#### 3.13.3. Preferred Carrier Freeze (PCF)

The Company offers a free Service called Preferred Carrier Freeze. This Service is available to all Customers. PCF allows Customers to designate their local long distance (IntraLATA) provider, long distance (InterLATA) provider, and a Local Exchange Service provider as permanent choices which may not be changed absent further authorization from the Customer. The Company will send a letter to each Customer upon initiation or transfer of Service, which informs the Customer of the option to freeze his/her IntraLATA, InterLATA and local Service provider choice(s). At the time a Customer contacts the Company to establish a freeze, a representative will advise him/her on how to facilitate a change of provider(s) on a frozen account.

#### 3.13.4 Carrier Change Charge

After the initial 30-day period, or at any time after an initial Carrier selection has been made, any Carrier selection or change is subject to a per line Non-Recurring Charge as set forth in Section 4 below.

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#### 3.14. INTEREXCHANGE SERVICES

#### 3.14.1 PNG Travel Card Service

PNG Travel Card Service is a travel Service allowing Customers to originate Calls via a Company-provided toll free number from non-presubscribed Access Lines.

#### 3.14.2 PowerDial Service

PNG PowerDial Service permits Customers significant cost savings on intrastate and international calling via a toll-free 800 number access.

\*\*\*Material originally located on this page moved to Page 121\*\*\*

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attempt is not successful.

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#### SECTION 3 – DESCRIPTION OF SERVICE, Continued

# Call Trace automatically performs a trace of the last incoming call when activated by a customer. Call Trace will be billed at the tariff rates shown in Section 4, following, only when the attempt to trace and record the calling telephone number is successful. The results of a successful trace will only be provided to legally constituted authorities with proper

authorization. The Company will not be liable for damages if, for any reason, the

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\*\*\*Material originally located on this page moved to page 122 Grandfathered Services\*\*\*

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## 3.16. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL NETWORK - PRIMARY RATE INTERFACE SERVICE/T-1)

#### 3.16.1 Service Description

#### A. General

Integrated Services Digital Network (ISDN)-Primary Rate Interface (PRI)/T-1 is a central office based service arrangement that is an alternative for exchange access services. ISDN-PRI/T-1 is a service for high-speed dedicated digital voice and data transmission. Company's ISDN PRI Service employs a 1.544 Megabits per second (Mbps) facility typically divided into twenty-three B Channels and one D Channel. The B Channels are used for circuit-switched voice and data communications connecting to the public switched telephone network (PSTN) while the D Channel provides out-of-band signaling.

#### B. Regulations

Issued by:

ISDN PRI/T-1 service provides the Customer with a single, voice-grade, DTMF communications Channel.

ISDN PRI/T-1 and its associated features are only provided where facilities, equipment and technical capabilities exist and does not create an obligation for the Company to construct such facilities and equipment especially for the provision of this Service.

Customer is responsible for providing Customer Premises Equipment that is compatible with ISDN-PRI/T-1 Service.

The Company shall not be responsible if changes in any of the equipment, operations or procedures of the Company utilized in the provisioning of ISDN-PRI/T-1 Service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

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## 3.16. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL NETWORK - PRIMARY RATE INTERFACE SERVICE/T-1)

#### 3.16.2 Application of Rates and Charges

- A. Term Pricing Plans: Term Pricing Plans (TPP) are available to the Customer. The Customer must select a 12 Month, 24 Month or 36 Month term.
- B. Modifying Term Pricing Plans: A TPP may be modified when additional PRI/T-1 Circuits are purchased.

A TPP may be also be converted to a longer TPP, without incurring a Termination Charge, if there is at least one month remaining on an existing TPP. Service will automatically renew at month-to-month terms.

- C. Expiration of Term Pricing Plan: Within one month prior to the expiration of a TPP, the Customer must select one of the following options:
  - 1. Renew the Service for an additional term at the TPPs available; or
  - 2. Disconnect Service at the end of the billing period.
- D. Waiving of Nonrecurring Charges per circuit:

Business Plans 1 and 2: For 12 month terms, a \$198 non-recurring charge applies. Company will waive the non-recurring charge on terms of 24 and 36 months.

Business Plans 3, 4, and 5: For 12 month terms, a \$200 non-recurring charge applies. Company will waive the non-recurring charge on terms of 24 and 36 months.

- E. Moves and Changes: There are two types of modifications available for PRI/T-1 Circuits:
  - 1. A move of the point of termination of an existing PRI Circuit(s) to a new location within the Customer's same Premises.
  - 2. Any subsequent change or rearrangement of Services requested by the Customer on an existing PRI Circuit(s). Fee may apply.

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Issued by: Bernie Stevens, President

## 3.16. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL NETWORK - PRIMARY RATE INTERFACE SERVICE/T-1)

#### 3.16.2 Application of Rates and Charges, Continued

- F. Termination Liability: If the service is terminated by a Customer before the expiration of the initial or any subsequent term, the Customer will pay to PNG an amount equal to the sum of:
  - 1. all billed and unbilled charges which the Customer has not paid at the time of termination;
  - 2. the monthly recurring charge at the time of termination multiplied by the number of months remaining in the term;
  - 3. and all charges incurred by PNG to its suppliers and other third parties for the provision or disconnection of service to the Customer.
- G. Cancellation Charge: If the Company misses a Service installation date by more than thirty (30) days due to a Force Majeure condition, the Customer may cancel an order without incurring a Cancellation Charge.
- H. Local Usage: Company offers various amounts of included local minutes of usage depending on the Business Plan selected. In the event Customer exceeds its monthly planned local usage per circuit for three (3) consecutive months, the Company may convert Customer's local usage to a measured rate call plan upon thirty (30) days notice.
- I. Promotions: The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.
- J. Individual Case Basis (ICB) Arrangements: Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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## 3.16. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL NETWORK - PRIMARY RATE INTERFACE SERVICE/T-1)

#### 3.16.2 Application of Rates and Charges, Continued

- K. Stated pricing requires business customer to subscribe long distance service from Company.
- L. Within Business Plans 1, Company offers Pricing Plan A and Pricing Plan L to satisfy regional consumer demand for lower end user common line ("EUCL") charges or lower monthly recurring charges ("MRC").

#### 3.16.3. ISDN-PRI/T-1 Term and Volume Plans

Issued by:

- A. **Business Plan 1 Dedicated Local Voice T-1/PRI (digital only)**: This T-1 service employs a variety of added features and offers unlimited local minutes with 24 and 36 month terms.
- B. Business Plan 2 Integrated Voice and Data (digital only): This service combines voice and data traffic over a single circuit. Bandwidth is dynamically allocated between voice and data, as needed. This plan is available in line and trunk configurations with multiple voice channel and data bandwidth options. This business service offers unlimited local minutes with 12, 24 and 36 terms.
- C. Business Plan 3 Dedicated Local PRI (digital or analog): This business service provides local service utilizing Primary Rate Interface (PRI). PRI is a Digital System 1 (DS1) comprised of 23 B channels and 1 D channel. Each B channel uses the full 64k for the voice traffic. The single D channel is used for call setup, tear down and other signaling. All channels work at 64kbps. PRI uses the signaling standard Common Channel Signaling No. 7 (SS7). PRI is used when the customer has a digital PBX and PRI interface card. Available with 100,000 included minutes of local usage or 300,000 included minutes of local usage. This business service is available in 12, 24, or 36 month terms.
- D. Business Plan 4 Dedicated Local Digital T1 (digital or analog): Digital T1 uses in band signaling to support 24 simultaneous calls. Each 64k voice channel uses ~8k for signaling. This leaves 56k for voice traffic. A Digital T1 Trunk is used when a digital PBX and digital T1 interface card are available. Available with 100,000 included minutes of local usage or 300,000 included minutes of local usage. This business service is available in 12, 24, or 36 month terms.

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# 3.16. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL NETWORK - PRIMARY RATE INTERFACE SERVICE/T-1)

#### 3.16.3. ISDN-PRI/T-1 Term and Volume Plans, Continued

E. Business Plan 5 – Integrated Voice and Data (digital or analog): Combines voice and data traffic over a single circuit. Bandwidth is dynamically allocated between voice and data, as needed. This plan is available in line and trunk configurations with multiple voice channel and data bandwidth options. All options are scalable. This business service is available in 12, 24, or 36 month terms.

#### 3.16.4. Business Plans Service Features

- **A.** Business Plan 1 and 2: Each local exchange Channel may include a telephone number assignment and the following features:
  - Caller ID Name and Number
  - Local Usage (Unlimited Business minutes)
  - Local Directory Assistance (411)
  - Local T-1/PRI
  - Switched Long Distance
  - Dedicated Long Distance
  - Toll-free
  - Directory Services
  - Operator Services
  - 900/976 Blocking
  - Integrated Access
  - Dedicated Internet Access (DIA)
  - Virtual Foreign Exchange

#### B. Business Plan 3 and 4:

- Local Usage (included minutes based on Plan selection)
- Switched Local Distance
- 911
- Directory Listing
- Operator Services
- Directory Assistance
- Inbound redirect

• Remote Call Forward (RCF)

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#### 3.16. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES **DIGITAL NETWORK - PRIMARY RATE INTERFACE SERVICE/T-1)**

#### 3.16.4. **Business Plans Service Features, Continued**

#### C. Business Plan 5:

- Local Usage (included minutes based on Plan selection)
- Switched Local Distance
- 911
- Directory Listing
- Operator Services
- Directory Assistance
- Inbound redirect
- Remote Call Forward (RCF)
- Internet Access
- Static Public IP Address

#### 3.16.5. **Business Plans Optional Features**

Issued by:

#### A. Business Plans 1 and 2:

Backup D Channel – In arrangements of two or more Primary Rate Interfaces or Ports, it provides enhanced continuity of Service by allowing a D Channel on one Primary Rate Interface or Port to automatically take over for a failed D Channel on another Primary Rate Interface or Port. A single Backup D Channel may support a maximum of five interfaces or ports.

<u>Calling Number and Name Delivery</u> – Provides the Customer who is receiving a call with the telephone number and the name of the calling party.

Serial Hunt – Calls will start with the number of the trunk dialed and hunt sequentially to the end of the trunk or hunt group.

Circular Hunt – A switch feature that dynamically points each new call attempt to the next idle B Channel following the last Channel either to have accepted a call or the last Channel to have attempted to place a call.

<u>DLH (Distributed Line Hunting)</u> – Calls are distributed evenly among a trunk group or hunt group by number of calls.

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# 3.16. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL NETWORK - PRIMARY RATE INTERFACE SERVICE/T-1)

#### 3.16.5. Business Plans Optional Features

#### A. Business Plans 1 and 2, Continued:

<u>MIDL/LIDL</u> (<u>Most Idle/Least Idle</u>) – Incoming calls will be sent to the trunk that has been idle the longest (MIDL) or the shortest (LIDL) amount of time.

<u>Direct Inward Dialing (DID) Numbers</u> – Provides telephone numbers for direct inward dialing. Numbers are available in blocks of ten or one hundred, or as a single number. The assignment and sequence of the numbers may be requested by the Customer in cases where the Company has the number or series of numbers available for use.

<u>Dynamic Channel Allocation</u> – Allows a Customer to designate the quantity of B Channels for call types to be allocated within previously provisioned criteria for DID.

<u>Enhanced Alternate Route</u> – Allows incoming voice calls to overflow on an emergency and busy basis to a line or Trunk side connection designated by the Customer. A route may be limited in the number of simultaneous calls that can be routed.

<u>Enhanced 911</u> – The number of the caller is transmitted to the PSAP where it is cross-referenced with an address database to determine the caller's location.

<u>Inform 911</u> – Allows the calling party number of the station to be sent to the E911 database rather than the billed telephone number. It is the Customer's responsibility to provide station number updates to the 911 database.

<u>Local Number Portability</u> – Allows businesses to switch local service providers and retain their local telephone numbers.

<u>Inbound Only</u> – Provides for an inbound calling option on the Primary Rate Interface or Primary Rate Port. No outgoing capability exists when this feature is selected. A minimum of one D Channel is required.

<u>Inbound Interface</u> – Provides a PRI termination and a Digital multichannel transmission path between the Central Office and the Customer's Premises and is configured with one D Channel or a Backup D Channel and 23 B Channels or 24 B Channels

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#### 3.16. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES **DIGITAL NETWORK - PRIMARY RATE INTERFACE SERVICE/T-1)**

#### 3.16.5. **Business Plans Optional Features**

#### A. Business Plans 1 and 2, Continued:

Universal Calling – Allows the end-user to make and receive local, intraLATA (local toll) and long distance calls. PNG Local Service provides Universal Calling with the following call coverage:

- Local Call Coverage: enable callers to place phone calls to any telephone in a predefined local calling area.
- Extended Area Service (EAS): enables callers to place calls to a pre-defined area outside of what is normally considered the local calling area at no extra charge.
- IntraLATA (Local Toll): carried by the long distance network.
- InterLATA: also carried by the long distance network.

<u>Service Access Codes</u> (SAC) – SACs are non-geographic area codes (often referred to as NPAs) assigned for special network uses. These codes include 500,700, and 8XX

#### **B.** Business Plan 3:

Calling Name Delivery - Allows customer to receive the calling name on inbound calls (customer equipment must be NI-2 compliant).

D-Channel Sharing - PRIs can be aggregated with one D-channel controlling multiple PRIs.

D-Channel Backup - Allows a predetermined D-Channel to automatically take over if the primary D-Channel fails.

Two B Channel Transfer (TBCT) - Prevents 2 B channels from being tied up when transferring calls.

#### C. Business Plan 4:

Issued by:

Channelized T1– Configuration that allows certain channels to operate in one trunk group and other channels in a separate trunk group.

<u>Inbound ANI (Automatic Number Identification) over T1</u> – Delivers the calling number on a digital T1 circuit

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## 3.16. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL NETWORK - PRIMARY RATE INTERFACE SERVICE/T-1)

#### 3.16.5. Business Plans Optional Features

#### C. Business Plan 4, Continued:

Outbound ANI over T1 – Will out-pulse a telephone number of the customer's choice for each trunk group. No number will be out-pulsed to the PSTN.

#### D. Business Plan 5:

#### Calling Number Delivery (PRI Only)

<u>Private Networking</u> – Provides the ability to combine multiple locations into one secure network for the exchange of data traffic.

<u>DNS Hosting</u> – Company will store customer's DNS information and perform DNS resolution

<u>DNS Resolution</u> – Process of translating domain names to IP addresses

<u>Multiple Public IP Addresses</u> – Option to obtain more IP addresses

Battery Backup – Backup available for the integrated access device (IAD)

<u>Caller ID</u>, <u>Name and Number (Analog line only)</u> – Allows customer to receive the calling name and/or number on inbound calls.

<u>Inbound ANI (Automatic Number Identification) over T1</u> – Delivers the calling number on a digital T1 circuit

Outbound ANI over T1 – Will out-pulse a telephone number of the customer's choice for each trunk group. No number will be out-pulsed to the PSTN.

<u>Calling Name Delivery (PRI Only)</u> – Allows customer to receive the calling name on inbound calls (customer equipment must be NI-2 compliant).

<u>Two B Channel Transfer (TBCT) (PRI Only)</u>– Prevents 2 B channels from being tied up when transferring calls.

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# 3.16. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL NETWORK - PRIMARY RATE INTERFACE SERVICE/T-1)

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#### 3.16.5. Business Plans Optional Features

#### D. Business Plan 5, Continued:

<u>DID Billing option (PRI Trunk only)</u> – Allows customers to receive a summary of outbound calls by DID number.

<u>Voicemail (Analog Lines Only)</u> – Available in Chicago, Atlanta, New York, New Jersey, Los Angeles and San Francisco

#### Enhanced Call Features (Analog Line only)

- o Call Forward Universal
- o Call Forward Busy
- o Call Forward No Answer
- Call Waiting
- o Cancel Call Waiting
- o Three Way Calling
- o Hunting Directory # Hunt
- o Hunting Multi-Line Hunting

#### 3.16.6. Directory Listings

Issued by:

Company provides one free primary listing per trunk group in the Incumbent Local Exchange Carrier's (ILEC) directories. This includes a one-line listing in the white pages and a one-line heading in the yellow pages.

(N)

Issued: February 9, 2007 Effective: February 16, 2007

#### **SECTION 4 - RATES AND CHARGES**

#### 4.1. NETWORK SWITCHED SERVICES

#### 4.1.1. Residential Services

#### A. Residential Network Exchange Service Package Rates

		Per Month	Per Minute	
1.	PowerNet Global Call to Connect Plus			
	Per Month IntraLATA and InterLATA toll usage over 120 minutes	\$43.99	\$0.199	(I)
2.	PowerNet Global Call to Connect			
	Per Month IntraLATA and InterLATA toll usage over 120 minutes	\$31.99	\$0.199	(I)
3.	PowerNet Global Call to Connect Simple			
	Per Month IntraLATA and InterLATA toll	\$27.99		<b></b>
	usage over 30 minutes		\$0.199	(I)

Issued: August 12, 2009 Effective: September 12, 2009

(N)

#### **SECTION 4 - RATES AND CHARGES**

#### **4.1. NETWORK SWITCHED SERVICES, Continued**

Residential Services, Continued

Residential Network Exchange Service Package Rates, Continued Monthly Rate 4. Local Bundle Option A, Local Only Per Line, Per Month \$29.99 5. Local Bundle Option B, Local/ Unlimited Long Distance Per Line, Per Month \$39.99 6. Local Bundle Option C, Local/Unlimited Long Distance/ High Speed Dial Up Per Line, Per Month \$45.99

\*\*\*Material originally located on this page moved to page 130 Grandfathered Services\*\*\*

Effective: November 1, 2008

Issued: October 13, 2008

4.1.1

A.

#### 4.1. **NETWORK SWITCHED SERVICES, Continued**

## 4.1.2. Business Services

(N)

#### **A.** Business Services

#### 1. Local Stand Alone

Term-None

Per Line/Per Month \$39.99

#### **B.** Business Bundled Services

#### 1. Local/Unlimited Long Distance

Term – None

Per Line/Per Month \$64.99

Term - 1 Year

Per Line/Per Month \$54.99

Term - 2 Years

Per Line/Per Month \$49.99

#### 2. Local/Unlimited Long Distance/High Speed Dialup

Term – None

Per Line/Per Month \$69.99

Term – 1 Year

Per Line/Per Month \$59.99

Term – 2 Years

Per Line/Per Month \$54.99

(N)

Effective: November 1, 2008

Issued: October 13, 2008

#### 4.2. ADDITIONAL/MISCELLANEOUS CHARGES

#### 4.2.1. Installation, Moves and Service Change Charges Non-Recurring

New Installation*	\$150.00	
Move Service to new location*	\$75.00	
One-Time Changes to Service	\$15.00	(I)
Installation of additional line*	\$75.00	
Missed Appointment	\$75.00	
Restoral charge	\$25.00	
Conversion Fee	\$25.00	
*C4		

<sup>\*</sup>Customer must be available at scheduled install time

#### **4.2.2.** Trouble Isolation Charge

Trouble isolation and other repair Services are provided to Customers by the underlying Carrier, at the underlying Carrier's rates, terms and conditions, pursuant to the underlying Carrier's local tariff on file with the Board. The Company bills Customers for trouble isolation and other repair costs at the underlying Carrier's tariffed rates.

#### **4.2.3.** Custom Calling Features

The following Custom Calling Features are available on a per-use and/or monthly basis, as indicated elsewhere in this tariff, at the rates and charges set forth below. The non-recurring charge is a one-time charge applied to the Customer's bill when the Customer adds a feature to their account on a monthly basis.

	J			
	<b>Per</b> Use	Monthly	Non-Recurring Charge	g
Repeat Dial (Busy Redial) (*66)	\$0.75	\$2.00	\$5.00	
Per Call Blocking (*67)	\$0.00	N/A	N/A	
Call Return				
(Automatic Call Back) (*69)	\$0.75	\$4.00	\$5.00	
Call Waiting	N/A	\$4.59	\$5.00	
Caller ID with Name	N/A	\$7.50	\$5.00	
Speed Calling 8	N/A	\$2.30	\$5.00	
Three-Way Calling	\$0.75	\$2.30	\$5.00	
Call Forwarding Variable	N/A	\$2.30	\$5.00	
Call Waiting ID	N/A	Free	Free	
Remote Call Forwarding	N/A	\$11.50	N/A	(N)
Distinctive Ring	N/A	\$5.75	N/A	(N)
Voicemail	N/A	\$2.50	N/A	(N)

Issued: October 13, 2008 Effective: November 1, 2008

\$0.50

#### **SECTION 4 - RATES AND CHARGES, Continued**

#### 4.2. ADDITIONAL/MISCELLANEOUS CHARGES, Continued

## 4.2.5. Additional Monthly Charges

(N)
(N)
(N)
(I)

#### 4.2.8. LOCAL OPERATOR ASSISTED

**Directory Assistance Call Completion** 

The per Call charges below are in addition to any other applicable usage charges identified in this Tariff.

Customer Dialed Calling/Credit Card Operator Dialed Calling/Credit Card	\$0.00 \$0.00
Operator Station	
Billed Collect\$	N/A
Billed to Third Party	\$1.00
Billed to Line	\$0.00
Person-to-Person	\$1.00
Busy Line Verification and Line Interrupt Service:	
Per Busy Line Verification, Per Call	\$1.00
Per Line Interruption, Per Call	\$1.00

## 4.2.9. **Presubscribed Interexchange Carrier Change Charge Per Change**

Charge \$9.99

Issued: October 13, 2008

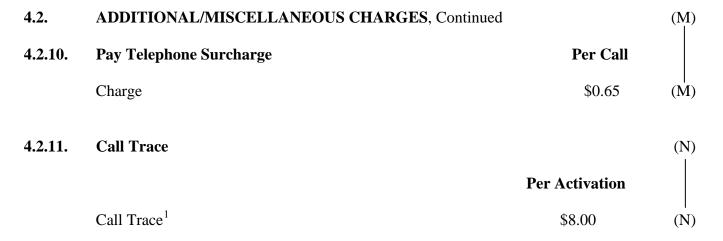
Issued by:

Bernie Stevens, President 100 Commercial Drive Fairfield, OH 45014 Effective: November 1, 2008

<sup>\*\*\*</sup>Material previously located on this page has been grandfathered and moved to section 7.3.1\*\*\*

Effective: April 11, 2005

#### **SECTION 4 - RATES AND CHARGES, Continued**



#### 4.3. CALL BLOCKING SERVICE

Call Blocking Service is a Service that provides Customers with the capability to block originating Calls to the 1-900 calling networks or 976 Services. When Call Blocking Service is requested, all originating Calls to 900 numbers nationwide will be blocked. Calls to a 976 Service will also be blocked. Customers with Call Blocking Service attempting to dial a 900 number from a restricted line will reach a Company-provided or DUC-provided intercept announcement. Call Blocking is provided at no charge. Customers are automatically provided with Collect Call, Person-to-Person and Third Party Billed call blocking upon Subscription to the Company's Services, at no charge.

\*\*\*Material located on this page moved from Page No. 112\*\*\*

Issued: April 8, 2005

<sup>&</sup>lt;sup>1</sup> Per trace attempt successfully completed. Limit of one activation per attempt.

#### 4.4 INTEREXCHANGE SERVICES RATES AND CHARGES

#### 4.4.1. Travel Card Service Rate

Rate, per minute \$0.249

#### 4.4.2. PowerDial Service Rate

Rate, per minute \$0.079

\*\*\*Material originally located on this page moved to page 131

Issued: April 22, 2009 Effective: June 1, 2009

# 4.5. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE SERVICE/T-1), Continued

#### 4.5.1. Term and Volume Business Plans Rates and Charges

#### Business Plan 1 (Dedicated Local Voice T-1/PRI) Unlimited local - A Pricing:

	MRC	<u>EUCL</u>	Block of 20* DIDs		Block of 1	00 * DIDs
24 Manufact	¢410.00	¢1.47.07	MRC	NRC	<u>MRC</u>	<u>NRC</u>
24 Months: 36 Months:	\$410.00 \$401.00	\$147.97 \$147.97	\$6.00 \$6.00	\$6.00 \$6.00	\$25.00 \$25.00	\$30.00 \$30.00

<sup>\*</sup> where available

#### Business Plan 1 (Dedicated Local Voice T-1/PRI) Unlimited local – L Pricing:

	MRC	<u>EUCL</u>	Block of 20* DIDs		Block of 100 * DIDs		
24 Months:	\$518.00	\$39.99	MRC \$6.00	<u>NRC</u> \$6.00	MRC \$25.00	<u>NRC</u> \$30.00	
36 Months:	\$509.00	\$39.99	\$6.00	\$6.00	\$25.00	\$30.00	

<sup>\*</sup> where available

Effective: February 16, 2007

Issued by:

Bernie Stevens, President
100 Commercial Drive
Fairfield, OH 45014

Issued: February 9, 2007

(N)

## 4.5. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE SERVICE/T-1), Continued

#### 4.5.1. Term and Volume Business Plans Rates and Charges, Continued

#### **Business Plan 2 (Integrated Voice and Data):**

	# of Channels	MRC	<u>Installation fee</u>
12 Months	1 (64k)	\$107.00	\$198.00
	2(128k)	\$156.00	\$198.00
	4(256k)	\$219.00	\$198.00
	6(384k)	\$276.00	\$198.00
	8(512k)	\$332.00	\$198.00
	12(768k)	\$360.00	\$198.00
	16(1024k)	\$377.00	\$198.00
24 Months	1 (64k)	\$100.00	waived
	2 (128k)	\$147.00	waived
	4 (256k)	\$208.00	waived
	6 (384k)	\$263.00	waived
	8 (512k)	\$317.00	waived
	12 (768k)	\$343.00	waived
	16 (1024k)	\$358.00	waived
36 Months	1 (64k)	\$95.00	waived
<u> </u>	2 (128k)	\$139.00	waived
	4 (256k)	\$197.00	waived
	6 (384k)	\$250.00	waived
	8 (512k)	\$300.00	waived
	12 (768k)	\$326.00	waived
	16 (1024k)	\$339.00	waived

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(N)

(NT)

# 4.5. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE SERVICE/T-1), Continued

#### 4.5.1. Term and Volume Business Plans Rates and Charges, Continued

#### Business Plan 3 (Dedicated Local PRI) –100,000 included local minutes:

	MRC	<b>EUCL</b>	Block of 20* DIDs		Block of 100 * DID	
12 Months: 24 Months: 36 Months:	\$552.00 \$390.00 \$377.00	\$37.93 \$37.93 \$37.93	MRC \$6.00 \$6.00 \$6.00	NRC \$50.00 \$50.00 \$50.00	<u>MRC</u> \$30.00 \$30.00 \$30.00	NRC \$200.00 \$200.00 \$200.00

<sup>\*</sup> where available

#### Business Plan 3 (Dedicated Local PRI) – 300,000 included local minutes:

	<u>MRC</u>	<b>EUCL</b>	Block of 20* DIDs		Block of 100 * DID	
			MRC	NRC	MRC	NRC
12 Months:	\$1440.00	\$37.93	\$6.00	\$50.00	\$30.00	\$200.00
24 Months:	\$1095.00	\$37.93	\$6.00	\$50.00	\$30.00	\$200.00
36 Months:	\$1082.00	\$37.93	\$6.00	\$50.00	\$30.00	\$200.00

<sup>\*</sup> where available

#### Business Plan 4 (Dedicated Local Digital T1) – 100,000 included local minutes:

	<u>MRC</u>	<u>EUCL</u>	Block of 20* DIDs		Block of 1	100 * DIDs
			<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
12 Months:	\$432.00	\$37.93	\$6.00	\$50.00	\$30.00	\$200.00
24 Months:	\$320.00	\$37.93	\$6.00	\$50.00	\$30.00	\$200.00
36 Months:	\$307.00	\$37.93	\$6.00	\$50.00	\$30.00	\$200.00

<sup>\*</sup> where available

(N)

Effective: February 16, 2007

(N)

Issued: February 9, 2007

# 4.5. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.5.1. Term and Volume Business Plans Rates and Charges, Continued

#### Business Plan 4 (Dedicated Local Digital T1) – 300,000 included local minutes:

	MRC	<u>EUCL</u>	Block of 20* DIDs		Block of 100 * D	
12 Months: 24 Months: 36 Months:	\$1440.00 \$1095.00 \$1082.00	\$37.93 \$37.93 \$37.93	MRC \$6.00 \$6.00 \$6.00	NRC \$50.00 \$50.00 \$50.00	<u>MRC</u> \$30.00 \$30.00 \$30.00	NRC \$200.00 \$200.00 \$200.00

<sup>\*</sup> where available

(N)

(N)

Issued: February 9, 2007 Effective: February 16, 2007

(N)

## SECTION 4 - RATES AND CHARGES, Continued

## 4.5. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE SERVICE/T-1), Continued

#### 4.5.1. Term and Volume Business Plans Rates and Charges, Continued

#### **Business Plan 5 (Integrated Voice and Data):**

	# of Channels	<b>Bandwidth</b>	MRC
12 Months	12-19	256	\$311.00
	12-19	512	\$411.00
	12-19	1536	\$511.00
	20-26	256	\$312.00
	20-26	512	\$412.00
	20-26	1536	\$512.00
	27-32	256	\$313.00
	27-32	512	\$413.00
	27-32	1536	\$513.00
24 Months	12-19	256	\$272.00
	12-19	512	\$352.00
	12-19	1536	\$472.00
	20-26	256	\$271.00
	20-26	512	\$351.00
	20-26	1536	\$471.00
	27-32	256	\$270.00
	27-32	512	\$350.00
	27-32	1536	\$470.00
36 Months	12-19	256	\$250.00
	12-19	512	\$329.00
	12-19	1536	\$450.00
	20-26	256	\$249.00
	20-26	512	\$329.00
	20-26	1536	\$449.00
	27-32	256	\$248.00
	27-32	512	\$328.00
	27-32	1536	\$448.00

Effective: February 16, 2007

Issued: February 9, 2007 Issued by:

(N)

## SECTION 4 - RATES AND CHARGES, Continued

# 4.5. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE SERVICE/T-1), Continued

#### 4.5.1. Term and Volume Business Plans Rates and Charges, Continued

Other Applicable Rates (Features not available in all plans):

1- <b>FF</b> (1 consider the state of	MRC	NRC
Local Number Portability (LNP)/Channel	\$0.35	
PICC/Channel	\$1.19	
Loop Fees	ICB	
Customer Dialed Directory Assistance	\$0.89	
Voicemail (analog lines) – Basic	\$8.95	\$12.00
Voicemail (analog lines) – Basic Plus Paging	\$13.45	\$12.00
Voicemail (analog lines) – Group	\$12.75	\$12.00
Voicemail (analog lines) – Group Plus Paging	\$16.50	\$12.00
Directory Listings – Primary	Free	
Caller ID Number (POTS)	\$5.80	
Caller ID Name & Number (POTS)	\$7.00	
Analog Trunk - Inbound ANI (FXO Lines)	\$75.00	
Analog Trunk - CID Number (FXS/POTS Line)	\$7.50	
Analog Trunk - CID Name & Number (FXS/POTS Line)	\$9.00	
T1 CAS – Inbound ANI over T1	\$37.50	
T1 CAS – Outbound ANI over T1	\$37.50	
PRI – CID Name & Number	\$300.00	
DNS Hosting MRC	\$15.00	\$25.00
Channelized T-1	\$0.00	\$750.00
D-channel sharing	\$75.00	\$75.00
D-channel back-up	\$75.00	\$75.00
Inbound Redirect	\$100.00	\$0.00
Remote Call Forwarding on demand	\$50.00	\$75.00
CNAM Delivery (PSTN Connect TDM & foreign exch)	\$250.00	\$50.00

Issued: February 9, 2007 Effective: February 16, 2007

(N)

## SECTION 4 - RATES AND CHARGES, Continued

4.5.	DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL
	NETWORK-PRIMARY RATE INTERFACE SERVICE/T-1), Continued

#### 4.5.1. Term and Volume Business Plans Rates and Charges, Continued

## **Business Plan 5 only**

Issued by:

Battery backup -

One year term	\$949
Two year term	\$475
Three year term	\$200

Without battery backup -

One year term	\$749
Two year term	\$375
Three year term	waived

Issued: February 9, 2007 Effective: February 16, 2007

#### 4.5. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE SERVICE/T-1)

#### 4.5.2. Directory Listings

	<u>MRC</u>	NRC
Primary Listing	Free	Free
Additional non-primary listing	\$6.00	\$35.00
Additional changes or deletions to		
First non-primary listing	\$0.00	\$35.00
2 <sup>nd</sup> and subsequent non-primary listings	\$6.00	\$9.00
Additional changes or deletions to		
2 <sup>nd</sup> and subsequent non-primary listing	\$0.00	\$9.00
Caption	\$6.00	\$0.00
Foreign	\$6.00	\$0.00
Line of information	\$6.00	\$0.00
Classified heading	Free	Free
Non-listed	\$3.50	\$34.71
Non-published	\$4.95	\$34.71

#### **4.5.3.** Local Operator Assistance Services

Issued by:

	Per Use Fee	
Local Directory Assistance	\$0.89	
Payphone	\$0.35	
Person to Person	\$0.89	
Station to Station	\$1.75	
<b>Busy Line Verification</b>	\$2.30	
Busy Line Interrupt	\$3.50	(NT
Operator Assisted Call	\$0.75	(N)

Issued: February 9, 2007 Effective: February 16, 2007 (N)

1)

#### SECTION 5 - SPECIAL ARRANGEMENTS, Continued

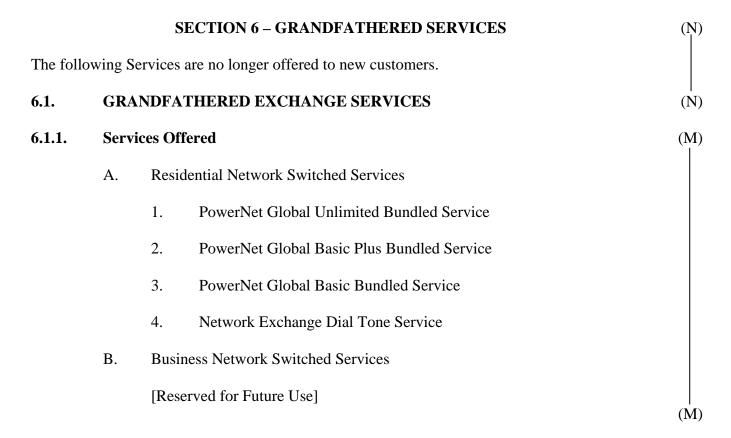
#### 5.1 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Services and arrangements shall occasionally be developed on an individual case basis in response to requests of the Customer for unique Services or arrangements or for unique or specially-bid pricing. Rates and charges associated with such Services or arrangements may differ from those contained in this Tariff for the basic Services and arrangements identified herein.

#### 5.2 PROMOTIONAL PROGRAMS

The Company may, from time to time, offer Services in this Tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Board of Public Utilities. Promotional offerings will have an ending date. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements.

Issued: April 8, 2005 Effective: April 11, 2005



\*\*\*Material located on this page moved from page 82\*\*\*

Issued: April 8, 2005 Effective: April 11, 2005

#### SECTION 6 – GRANDFATHERED SERVICES, Continued

#### RESIDENTIAL NETWORK EXCHANGE SERVICES (T) **6.2.**

(M)

Rates and charges for Service vary by Service zone as set forth in Section 7 (T) (Grandfathered Rates) and Section 6.4 (Zones). Local Exchange Service Areas are described in Sections 3.1.3 and 3.1.4. The Services and Packages in this Section are offered to Residential Customers only.

(T)

#### (T) **6.2.1. Basic Local Services**

#### A. **Dial Tone Service Only**

Provides Customers with local calling Service at a per minute rate. The Customer may also subscribe to PNG's IntraLATA and InterLATA long distance service at a per minute rate. Customers may add the Feature Package or individual customer calling features for an additional monthly charge.

#### B. **Basic Package**

Provides Customers with unlimited local Calls for a flat monthly rate. Customers may subscribe to PNG's IntraLATA and InterLATA long distance service at a per minute rate. Customers may add the Feature Package or individual custom calling features for an additional monthly charge.

#### **Residential Bundled Services** (T) 6.2.2.

Issued by:

- A. General - Network Exchange Bundled Service is a bundle or package of telecommunications Services that may include Local Exchange Service, intrastate and interstate long distance Service and custom calling features.
- B. Bundled Service Packages -Residential packages may include Basic Local Exchange Service, IntraLATA Toll Service, InterLATA Toll Service and custom calling features. Wireless Service, voice mail and/or Internet access may be available with some packages at an additional charge.
  - 1. Unlimited Package - Provides Customers with a combination of unlimited local calling and unlimited long distance calling in the United States and Canada, as well as the following custom calling features package for one single monthly rate: Caller I.D. with Name, Call Waiting, Call Forwarding, Three-Way Calling and Speed Dial 8.

(M)

#### \*\*\*Material located on this page moved from page 83\*\*\*

Issued: April 8, 2005 Effective: April 11, 2005

#### **SECTION 6 – GRANDFATHERED SERVICES**, Continued

#### (T) 6.2. RESIDENTIAL NETWORK EXCHANGE SERVICES, Continued

(M)

- (T) **6.2.2. Residential Bundled Services**, Continued
  - B. Bundled Service Packages, Continued
    - 2 Basic Plus Package Provides Customers with Unlimited local Calls, and includes the following features at no extra cost: Caller I.D. with Name, Call Waiting, Call Forwarding, Three-Way Calling and Speed Dial 8. Presubscribed InterLATA and IntraLATA long distance Calls are billed at a per minute rate.
- (T) **6.2.3.** Feature Package

Issued by:

Provides Customers with the following features at one monthly rate: Caller I.D. with name, Call Waiting, Call Forwarding, Three-Way Calling and Speed Dial 8.

(T) 6.2.4. Non Package Custom Calling Features

Customers also may choose to subscribe to certain individually available custom calling features for a monthly fee per feature, as set forth below. Custom calling features available on an individual basis are as follows: All Call Blocking, Automatic Call Rejection, Caller ID With Name, Call Forwarding- Variable, Call Forwarding – No Answer/Busy Line, Call Waiting, Call Waiting with ID, Speed Dial 8, Speed Dial 30 and Three-Way Calling.

(M)

\*\*\*Material located on this page moved from page 84\*\*\*

Issued: April 8, 2005 Effective: April 11, 2005

#### **SECTION 6 – GRANDFATHERED SERVICES**, Continued

#### 6.2. RESIDENTIAL NETWORK EXCHANGE SERVICES, Continued

#### (T) **6.2.5.** Custom Calling Features

Issued by:

(M) (T)

Certain Custom Calling Features in this section are included in Network Exchange Bundled Service packages offered by PNG. Other Custom Calling Services described below also may be purchased in addition to the Services included in a particular package but these features are available only when purchased in combination with a PNG provided Network Exchange Bundled Service.

(T)

- A. Anonymous Call Rejection is an arrangement that allows a called party to reject Calls from parties that have activated the \*67 Per Call Blocking feature to prevent the display of the calling telephone numbers to Caller ID Number Only Subscribers, or to prevent the display of the calling telephone numbers and associated main listed names to Caller ID Subscribers. When Anonymous Call Rejection is activated, such Calls will be routed to an announcement which tells the calling party that the called party will not accept Calls from callers who have chosen to prevent the display of their telephone numbers and names. The calling party will be instructed to hang up and place the Call again, without activating the \*67 Per Call Blocking feature. Customers may activate or deactivate Anonymous Call Rejection by dialing an activation code. This arrangement is included with the Caller ID Number Only and Caller ID features and is available to non-Caller ID –Number Only/Caller ID Customers.
- B. **Call Blocking** allows Customers to block Calls from different telephone numbers. A screening list is created by the Customer either by adding the last number with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such number hear an announcement that the calling party is not accepting Calls.

(M)

\*\*\*Material located on this page moved from page 95\*\*\*

Issued: April 8, 2005 Effective: April 11, 2005

#### **6.2. RESIDENTIAL NETWORK EXCHANGE SERVICES.** Continued

#### (T) **6.2.5 Custom Calling Features**, Continued

Issued by:

(T)

- C. Call Forwarding Fixed, Busy Line No Answer This feature, when activated, redirects attempted terminating Calls to another PNG-specified line. Call originating ability is not affected by Call Forwarding-Fixed, Busy Line No Answer. The calling party is billed for the Call to the called number. If the forwarded leg of the Call is chargeable, the Customer with the Call Forwarding Fixed, Busy Line No Answer is billed for the forwarded leg of the Call.
- D. **Call Forwarding -Variable** a Customer activated feature that automatically transfers all incoming Calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. The calling party is billed for the Call to the called number. If the forwarded leg of the Call is chargeable, the Customer with the Call Forwarding Variable is billed for the forwarded leg of the Call.
- E. Call Waiting with Caller ID with Name Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone Call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen allowing a Customer to prioritize and/or screen incoming Calls. This feature permits the Customer to place the first Call on hold, answer the second Call and then alternate between both callers. Call Waiting with Caller ID with Name Service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer's responsibility to obtain such Customer provided equipment.
- F. Caller ID Per Line Blocking allows a Customer to prevent the transmission and display of their directory number and/or directory name information on outgoing Calls. Line Blocking is in operation on a continuous basis and is applicable on all outgoing Calls from Customer's blocked line. Line Blocking does not prevent transmission of the calling party information to emergency Services that utilize automatic number identification for delivery of the calling information.

(M)

\*\*\*Material located on this page moved from page 96\*\*\*

#### (T) **6.2.5 Custom Calling Features**, Continued

T)

(M)

- G. Caller ID with Name allows a Customer to see a caller's name and number previewed on a display screen before the Call is answered allowing a Customer to prioritize and/or screen incoming Calls. Caller ID records that name, number, date and time of each incoming Call including Calls that are not answered by the Customer. Caller ID Service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer's responsibility to obtain such Customer provided equipment.
- H. **Speed Calling** allows a Customer to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.
- I. **Three-Way Calling** Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the Call and may Disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used with both outgoing and incoming Calls.

#### 6.3. POWER3000 SERVICE

Issued by:

PNG's Power3000 Service permits Customers a specific number of intrastate and interstate long distance calling minutes for a flat monthly fee. International calling is not included with this Service, but is billed on a separate per minute basis. Power3000 Service may be offered via 10-10-813 dial around, or a toll free access number if dial around service is unavailable. Customers accessing Power3000 service via 10-10-813 are permitted 3,000 intrastate and interstate minutes per month. Customers utilizing the toll-free access number are limited to 2,500 intrastate and interstate minutes per month.

(M)

\*\*\*Material located on this page moved from pages 97 and 100\*\*\*

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#### (T) 6.4. NETWORK EXCHANGE SERVICE ZONES

Local Exchange Service rates are differentiated by Service zone, as set forth below. Zones are comprised of NPA-NXX's. All Customers with a particular NPA-NXX will obtain Service at the rates for that particular zone.

#### (T) **6.4.1. Zone 1**

| NPA-NXX   |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 201 - 200 | 201 - 339 | 201 - 451 | 201 - 573 | 201 - 752 | 201 - 863 | 201 - 969 |
| 201 - 209 | 201 - 342 | 201 - 453 | 201 - 583 | 201 - 758 | 201 - 864 | 201 - 974 |
| 201 - 216 | 201 - 343 | 201 - 457 | 201 - 585 | 201 - 770 | 201 - 865 | 201 - 985 |
| 201 - 217 | 201 - 346 | 201 - 459 | 201 - 587 | 201 - 775 | 201 - 866 | 201 - 994 |
| 201 - 222 | 201 - 348 | 201 - 460 | 201 - 592 | 201 - 782 | 201 - 867 | 201 - 996 |
| 201 - 223 | 201 - 358 | 201 - 461 | 201 - 593 | 201 - 791 | 201 - 868 | 609 - 250 |
| 201 - 224 | 201 - 363 | 201 - 462 | 201 - 594 | 201 - 792 | 201 - 869 | 609 - 278 |
| 201 - 226 | 201 - 368 | 201 - 475 | 201 - 595 | 201 - 794 | 201 - 871 | 609 - 292 |
| 201 - 227 | 201 - 369 | 201 - 476 | 201 - 601 | 201 - 795 | 201 - 872 | 609 - 341 |
| 201 - 229 | 201 - 372 | 201 - 487 | 201 - 610 | 201 - 796 | 201 - 876 | 609 - 392 |
| 201 - 239 | 201 - 373 | 201 - 488 | 201 - 617 | 201 - 797 | 201 - 883 | 609 - 393 |
| 201 - 242 | 201 - 384 | 201 - 489 | 201 - 626 | 201 - 798 | 201 - 886 | 609 - 394 |
| 201 - 243 | 201 - 385 | 201 - 498 | 201 - 631 | 201 - 801 | 201 - 894 | 609 - 396 |
| 201 - 244 | 201 - 386 | 201 - 501 | 201 - 635 | 201 - 802 | 201 - 896 | 609 - 421 |
| 201 - 250 | 201 - 387 | 201 - 503 | 201 - 641 | 201 - 804 | 201 - 902 | 609 - 590 |
| 201 - 263 | 201 - 391 | 201 - 505 | 201 - 646 | 201 - 807 | 201 - 907 | 609 - 599 |
| 201 - 271 | 201 - 392 | 201 - 507 | 201 - 653 | 201 - 814 | 201 - 909 | 609 - 633 |
| 201 - 287 | 201 - 393 | 201 - 521 | 201 - 656 | 201 - 816 | 201 - 915 | 609 - 656 |
| 201 - 288 | 201 - 395 | 201 - 524 | 201 - 659 | 201 - 823 | 201 - 928 | 609 - 695 |
| 201 - 291 | 201 - 398 | 201 - 525 | 201 - 662 | 201 - 833 | 201 - 930 | 609 - 777 |
| 201 - 295 | 201 - 413 | 201 - 530 | 201 - 664 | 201 - 833 | 201 - 931 | 609 - 826 |
| 201 - 296 | 201 - 418 | 201 - 531 | 201 - 666 | 201 - 836 | 201 - 933 | 609 - 943 |
| 201 - 302 | 201 - 420 | 201 - 533 | 201 - 671 | 201 - 837 | 201 - 935 | 609 - 984 |
| 201 - 307 | 201 - 422 | 201 - 536 | 201 - 672 | 201 - 837 | 201 - 938 | 609 - 989 |
| 201 - 309 | 201 - 432 | 201 - 541 | 201 - 678 | 201 - 840 | 201 - 939 | 732 - 555 |
| 201 - 313 | 201 - 433 | 201 - 547 | 201 - 692 | 201 - 842 | 201 - 941 | 732 - 717 |
| 201 - 319 | 201 - 434 | 201 - 553 | 201 - 695 | 201 - 843 | 201 - 943 | 856 - 225 |
| 201 - 324 | 201 - 435 | 201 - 555 | 201 - 703 | 201 - 845 | 201 - 944 | 856 - 233 |
| 201 - 325 | 201 - 436 | 201 - 556 | 201 - 712 | 201 - 854 | 201 - 945 | 856 - 250 |
| 201 - 329 | 201 - 437 | 201 - 557 | 201 - 714 | 201 - 858 | 201 - 946 | 856 - 337 |
| 201 - 330 | 201 - 438 | 201 - 558 | 201 - 722 | 201 - 860 | 201 - 947 | 856 - 338 |
| 201 - 332 | 201 - 439 | 201 - 567 | 201 - 727 | 201 - 861 | 201 - 963 | 856 - 342 |
| 201 - 333 | 201 - 440 | 201 - 568 | 201 - 728 | 201 - 862 | 201 - 964 | 856 - 365 |
| 201 - 336 | 201 - 441 | 201 - 569 | 201 - 729 | 201 - 862 | 201 - 968 | 856 - 445 |

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## (T) **6.4. NETWORK EXCHANGE SERVICE ZONES**, Continued

## (T) **6.4.1. Zone 1**, Continued

| NPA-NXX   |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 856 - 541 | 908 - 523 | 973 - 253 | 973 - 389 | 973 - 509 | 973 - 662 | 973 - 779 |
| 856 - 580 | 908 - 525 | 973 - 259 | 973 - 391 | 973 - 516 | 973 - 667 | 973 - 783 |
| 856 - 590 | 908 - 527 | 973 - 266 | 973 - 395 | 973 - 522 | 973 - 672 | 973 - 790 |
| 856 - 614 | 908 - 555 | 973 - 268 | 973 - 399 | 973 - 523 | 973 - 673 | 973 - 792 |
| 856 - 619 | 908 - 558 | 973 - 273 | 973 - 412 | 973 - 542 | 973 - 674 | 973 - 799 |
| 856 - 635 | 908 - 587 | 973 - 274 | 973 - 414 | 973 - 546 | 973 - 675 | 973 - 802 |
| 856 - 756 | 908 - 620 | 973 - 275 | 973 - 416 | 973 - 555 | 973 - 676 | 973 - 815 |
| 856 - 757 | 908 - 624 | 973 - 278 | 973 - 421 | 973 - 562 | 973 - 677 | 973 - 817 |
| 856 - 833 | 908 - 629 | 973 - 279 | 973 - 423 | 973 - 565 | 973 - 678 | 973 - 824 |
| 856 - 854 | 908 - 659 | 973 - 281 | 973 - 424 | 973 - 566 | 973 - 680 | 973 - 844 |
| 856 - 858 | 908 - 686 | 973 - 282 | 973 - 427 | 973 - 569 | 973 - 681 | 973 - 848 |
| 856 - 869 | 908 - 687 | 973 - 284 | 973 - 429 | 973 - 571 | 973 - 684 | 973 - 857 |
| 856 - 916 | 908 - 688 | 973 - 286 | 973 - 430 | 973 - 574 | 973 - 690 | 973 - 877 |
| 856 - 962 | 908 - 717 | 973 - 297 | 973 - 438 | 973 - 578 | 973 - 693 | 973 - 881 |
| 856 - 963 | 908 - 729 | 973 - 304 | 973 - 450 | 973 - 589 | 973 - 705 | 973 - 893 |
| 856 - 964 | 908 - 740 | 973 - 312 | 973 - 456 | 973 - 591 | 973 - 708 | 973 - 904 |
| 856 - 966 | 908 - 772 | 973 - 313 | 973 - 458 | 973 - 594 | 973 - 720 | 973 - 916 |
| 856 - 968 | 908 - 810 | 973 - 318 | 973 - 465 | 973 - 595 | 973 - 733 | 973 - 923 |
| 856 - 969 | 908 - 820 | 973 - 338 | 973 - 466 | 973 - 596 | 973 - 742 | 973 - 925 |
| 908 - 206 | 908 - 851 | 973 - 340 | 973 - 468 | 973 - 608 | 973 - 743 | 973 - 926 |
| 908 - 241 | 908 - 862 | 973 - 344 | 973 - 470 | 973 - 614 | 973 - 744 | 973 - 941 |
| 908 - 245 | 908 - 925 | 973 - 345 | 973 - 471 | 973 - 621 | 973 - 746 | 973 - 942 |
| 908 - 259 | 908 - 964 | 973 - 350 | 973 - 472 | 973 - 622 | 973 - 748 | 973 - 956 |
| 908 - 282 | 908 - 965 | 973 - 351 | 973 - 473 | 973 - 623 | 973 - 751 | 973 - 961 |
| 908 - 289 | 908 - 994 | 973 - 353 | 973 - 478 | 973 - 624 | 973 - 754 | 973 - 972 |
| 908 - 298 | 973 - 225 | 973 - 357 | 973 - 480 | 973 - 636 | 973 - 759 | 973 - 977 |
| 908 - 351 | 973 - 233 | 973 - 365 | 973 - 481 | 973 - 639 | 973 - 761 | 973 - 982 |
| 908 - 352 | 973 - 235 | 973 - 367 | 973 - 482 | 973 - 642 | 973 - 762 |           |
| 908 - 353 | 973 - 238 | 973 - 371 | 973 - 483 | 973 - 643 | 973 - 763 |           |
| 908 - 354 | 973 - 239 | 973 - 372 | 973 - 484 | 973 - 645 | 973 - 771 |           |
| 908 - 355 | 973 - 242 | 973 - 373 | 973 - 485 | 973 - 648 | 973 - 772 |           |
| 908 - 436 | 973 - 247 | 973 - 374 | 973 - 491 | 973 - 649 | 973 - 773 |           |
| 908 - 474 | 973 - 249 | 973 - 375 | 973 - 497 | 973 - 655 | 973 - 777 |           |
| 908 - 486 | 973 - 250 | 973 - 378 | 973 - 504 | 973 - 661 | 973 - 778 |           |

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## (T) **6.4. NETWORK EXCHANGE SERVICE ZONES**, Continued

## (T) **6.4.1. Zone 1**, Continued

Issued by:

| NPA-NXX   |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 201 - 225 | 609 - 391 | 609 - 835 | 732 - 254 | 732 - 388 | 732 - 519 | 732 - 635 |
| 201 - 236 | 609 - 398 | 609 - 844 | 732 - 255 | 732 - 390 | 732 - 524 | 732 - 636 |
| 201 - 246 | 609 - 399 | 609 - 844 | 732 - 257 | 732 - 393 | 732 - 525 | 732 - 639 |
| 201 - 251 | 609 - 400 | 609 - 871 | 732 - 258 | 732 - 396 | 732 - 528 | 732 - 643 |
| 201 - 261 | 609 - 406 | 609 - 877 | 732 - 262 | 732 - 404 | 732 - 530 | 732 - 650 |
| 201 - 262 | 609 - 434 | 609 - 880 | 732 - 263 | 732 - 417 | 732 - 531 | 732 - 651 |
| 201 - 265 | 609 - 439 | 609 - 882 | 732 - 264 | 732 - 418 | 732 - 537 | 732 - 660 |
| 201 - 327 | 609 - 441 | 609 - 883 | 732 - 270 | 732 - 424 | 732 - 541 | 732 - 661 |
| 201 - 444 | 609 - 449 | 609 - 888 | 732 - 271 | 732 - 432 | 732 - 543 | 732 - 663 |
| 201 - 445 | 609 - 487 | 609 - 890 | 732 - 275 | 732 - 434 | 732 - 545 | 732 - 669 |
| 201 - 447 | 609 - 525 | 609 - 895 | 732 - 279 | 732 - 435 | 732 - 548 | 732 - 671 |
| 201 - 493 | 609 - 530 | 609 - 895 | 732 - 280 | 732 - 441 | 732 - 549 | 732 - 679 |
| 201 - 512 | 609 - 538 | 609 - 896 | 732 - 282 | 732 - 442 | 732 - 553 | 732 - 680 |
| 201 - 529 | 609 - 555 | 609 - 912 | 732 - 283 | 732 - 445 | 732 - 556 | 732 - 681 |
| 201 - 576 | 609 - 562 | 609 - 912 | 732 - 287 | 732 - 448 | 732 - 560 | 732 - 695 |
| 201 - 599 | 609 - 562 | 732 - 202 | 732 - 288 | 732 - 449 | 732 - 562 | 732 - 697 |
| 201 - 612 | 609 - 572 | 732 - 203 | 732 - 290 | 732 - 450 | 732 - 563 | 732 - 698 |
| 201 - 634 | 609 - 581 | 732 - 205 | 732 - 292 | 732 - 451 | 732 - 564 | 732 - 699 |
| 201 - 652 | 609 - 584 | 732 - 206 | 732 - 293 | 732 - 452 | 732 - 565 | 732 - 701 |
| 201 - 670 | 609 - 585 | 732 - 212 | 732 - 295 | 732 - 457 | 732 - 566 | 732 - 702 |
| 201 - 684 | 609 - 586 | 732 - 214 | 732 - 296 | 732 - 458 | 732 - 568 | 732 - 706 |
| 201 - 689 | 609 - 587 | 732 - 215 | 732 - 302 | 732 - 463 | 732 - 568 | 732 - 714 |
| 201 - 934 | 609 - 588 | 732 - 219 | 732 - 316 | 732 - 465 | 732 - 571 | 732 - 721 |
| 201 - 955 | 609 - 620 | 732 - 220 | 732 - 321 | 732 - 469 | 732 - 572 | 732 - 726 |
| 201 - 967 | 609 - 620 | 732 - 222 | 732 - 324 | 732 - 471 | 732 - 573 | 732 - 727 |
| 201 - 986 | 609 - 631 | 732 - 223 | 732 - 326 | 732 - 477 | 732 - 574 | 732 - 728 |
| 201 - 991 | 609 - 637 | 732 - 224 | 732 - 335 | 732 - 480 | 732 - 576 | 732 - 729 |
| 201 - 997 | 609 - 671 | 732 - 225 | 732 - 336 | 732 - 482 | 732 - 583 | 732 - 738 |
| 201 - 998 | 609 - 689 | 732 - 227 | 732 - 339 | 732 - 483 | 732 - 594 | 732 - 739 |
| 609 - 219 | 609 - 723 | 732 - 229 | 732 - 340 | 732 - 493 | 732 - 596 | 732 - 741 |
| 609 - 236 | 609 - 723 | 732 - 235 | 732 - 342 | 732 - 494 | 732 - 602 | 732 - 743 |
| 609 - 300 | 609 - 724 | 732 - 238 | 732 - 345 | 732 - 495 | 732 - 603 | 732 - 744 |
| 609 - 317 | 609 - 724 | 732 - 243 | 732 - 346 | 732 - 499 | 732 - 607 | 732 - 745 |
| 609 - 340 | 609 - 754 | 732 - 246 | 732 - 356 | 732 - 502 | 732 - 613 | 732 - 747 |
| 609 - 343 | 609 - 754 | 732 - 247 | 732 - 360 | 732 - 506 | 732 - 615 | 732 - 748 |
| 609 - 344 | 609 - 771 | 732 - 248 | 732 - 369 | 732 - 512 | 732 - 627 | 732 - 750 |
| 609 - 345 | 609 - 814 | 732 - 249 | 732 - 376 | 732 - 514 | 732 - 628 | 732 - 752 |
| 609 - 347 | 609 - 822 | 732 - 250 | 732 - 381 | 732 - 516 | 732 - 632 | 732 - 758 |
| 609 - 348 | 609 - 823 | 732 - 253 | 732 - 382 | 732 - 517 | 732 - 634 | 732 – 764 |

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## (T) **6.4. NETWORK EXCHANGE SERVICE ZONES**, Continued

## (T) **6.4.2. Zone 2**, Continued

Issued by:

| NPA-NXX   |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 732 - 765 | 732 - 906 | 856 - 374 | 856 - 770 | 908 - 301 | 908 - 928 | 973 - 410 |
| 732 - 767 | 732 - 913 | 856 - 396 | 856 - 772 | 908 - 317 | 908 - 931 | 973 - 422 |
| 732 - 774 | 732 - 918 | 856 - 401 | 856 - 778 | 908 - 322 | 973 - 203 | 973 - 428 |
| 732 - 775 | 732 - 920 | 856 - 414 | 856 - 779 | 908 - 322 | 973 - 218 | 973 - 439 |
| 732 - 776 | 732 - 922 | 856 - 424 | 856 - 782 | 908 - 389 | 973 - 226 | 973 - 443 |
| 732 - 777 | 732 - 923 | 856 - 427 | 856 - 783 | 908 - 412 | 973 - 227 | 973 - 451 |
| 732 - 785 | 732 - 926 | 856 - 428 | 856 - 784 | 908 - 464 | 973 - 228 | 973 - 455 |
| 732 - 787 | 732 - 929 | 856 - 429 | 856 - 786 | 908 - 480 | 973 - 236 | 973 - 463 |
| 732 - 796 | 732 - 933 | 856 - 435 | 856 - 787 | 908 - 490 | 973 - 237 | 973 - 467 |
| 732 - 799 | 732 - 936 | 856 - 439 | 856 - 795 | 908 - 490 | 973 - 243 | 973 - 487 |
| 732 - 802 | 732 - 937 | 856 - 456 | 856 - 797 | 908 - 497 | 973 - 244 | 973 - 490 |
| 732 - 805 | 732 - 957 | 856 - 461 | 856 - 802 | 908 - 508 | 973 - 248 | 973 - 492 |
| 732 - 815 | 732 - 967 | 856 - 482 | 856 - 810 | 908 - 518 | 973 - 254 | 973 - 503 |
| 732 - 819 | 732 - 968 | 856 - 486 | 856 - 824 | 908 - 522 | 973 - 256 | 973 - 514 |
| 732 - 826 | 732 - 969 | 856 - 488 | 856 - 829 | 908 - 561 | 973 - 258 | 973 - 515 |
| 732 - 827 | 732 - 974 | 856 - 489 | 856 - 840 | 908 - 582 | 973 - 267 | 973 - 533 |
| 732 - 828 | 732 - 977 | 856 - 546 | 856 - 843 | 908 - 598 | 973 - 276 | 973 - 535 |
| 732 - 831 | 732 - 980 | 856 - 547 | 856 - 857 | 908 - 608 | 973 - 283 | 973 - 538 |
| 732 - 836 | 732 - 981 | 856 - 555 | 856 - 866 | 908 - 653 | 973 - 285 | 973 - 539 |
| 732 - 840 | 732 - 985 | 856 - 566 | 856 - 874 | 908 - 654 | 973 - 290 | 973 - 540 |
| 732 - 842 | 732 - 988 | 856 - 573 | 856 - 910 | 908 - 665 | 973 - 292 | 973 - 560 |
| 732 - 843 | 732 - 993 | 856 - 596 | 856 - 914 | 908 - 668 | 973 - 301 | 973 - 564 |
| 732 - 844 | 856 - 216 | 856 - 608 | 856 - 917 | 908 - 679 | 973 - 305 | 973 - 575 |
| 732 - 846 | 856 - 222 | 856 - 616 | 856 - 931 | 908 - 709 | 973 - 322 | 973 - 581 |
| 732 - 855 | 856 - 227 | 856 - 627 | 856 - 933 | 908 - 753 | 973 - 324 | 973 - 593 |
| 732 - 864 | 856 - 228 | 856 - 642 | 856 - 939 | 908 - 754 | 973 - 325 | 973 - 597 |
| 732 - 868 | 856 - 231 | 856 - 651 | 856 - 983 | 908 - 755 | 973 - 326 | 973 - 599 |
| 732 - 869 | 856 - 232 | 856 - 661 | 856 - 985 | 908 - 756 | 973 - 359 | 973 - 605 |
| 732 - 870 | 856 - 234 | 856 - 662 | 856 - 988 | 908 - 757 | 973 - 360 | 973 - 606 |
| 732 - 871 | 856 - 235 | 856 - 663 | 908 - 222 | 908 - 769 | 973 - 364 | 973 - 616 |
| 732 - 873 | 856 - 273 | 856 - 665 | 908 - 226 | 908 - 771 | 973 - 376 | 973 - 618 |
| 732 - 873 | 856 - 303 | 856 - 667 | 908 - 232 | 908 - 789 | 973 - 377 | 973 - 628 |
| 732 - 878 | 856 - 309 | 856 - 672 | 908 - 233 | 908 - 790 | 973 - 379 | 973 - 631 |
| 732 - 882 | 856 - 310 | 856 - 722 | 908 - 250 | 908 - 791 | 973 - 385 | 973 - 633 |
| 732 - 885 | 856 - 312 | 856 - 727 | 908 - 272 | 908 - 822 | 973 - 386 | 973 - 635 |
| 732 - 888 | 856 - 317 | 856 - 742 | 908 - 273 | 908 - 889 | 973 - 397 | 973 - 644 |
| 732 - 892 | 856 - 321 | 856 - 751 | 908 - 276 | 908 - 898 | 973 - 401 | 973 - 656 |
| 732 - 897 | 856 - 346 | 856 - 755 | 908 - 277 | 908 - 918 | 973 - 403 | 973 - 660 |
| 732 - 899 | 856 - 354 | 856 - 764 | 908 - 286 | 908 - 923 | 973 - 408 | 973 – 665 |

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Bernie Stevens, President 100 Commercial Drive Fairfield, OH 45014

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## (T) **6.4. NETWORK EXCHANGE SERVICE ZONES**, Continued

## (T) **6.4.2. Zone 2**, Continued

Issued by:

| NPA-NXX   |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 973 - 669 | 973 - 701 | 973 - 740 | 973 - 812 | 973 - 839 | 973 - 898 | 973 - 974 |
| 973 - 682 | 973 - 709 | 973 - 758 | 973 - 822 | 973 - 872 | 973 - 912 | 973 - 984 |
| 973 - 683 | 973 - 716 | 973 - 765 | 973 - 829 | 973 - 882 | 973 - 921 | 973 - 992 |
| 973 - 686 | 973 - 731 | 973 - 781 | 973 - 831 | 973 - 884 | 973 - 952 | 973 - 993 |
| 973 - 692 | 973 - 734 | 973 - 785 | 973 - 835 | 973 - 887 | 973 - 966 | 973 - 994 |
| 973 - 694 | 973 - 736 | 973 - 793 | 973 - 837 | 973 - 889 | 973 - 967 |           |
| 973 - 696 | 973 - 739 | 973 - 808 | 973 - 838 | 973 - 890 | 973 - 971 |           |

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## (T) **6.4. NETWORK EXCHANGE SERVICE ZONES**, Continued

## (T) **6.4.3. Zone 3**

| NPA-NXX   |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 201 - 269 | 609 - 333 | 609 - 561 | 609 - 750 | 732 - 251 | 732 - 542 | 732 - 901 |
| 201 - 337 | 609 - 361 | 609 - 567 | 609 - 752 | 732 - 269 | 732 - 544 | 732 - 905 |
| 201 - 405 | 609 - 368 | 609 - 569 | 609 - 758 | 732 - 274 | 732 - 557 | 732 - 914 |
| 201 - 560 | 609 - 370 | 609 - 580 | 609 - 773 | 732 - 286 | 732 - 577 | 732 - 919 |
| 201 - 651 | 609 - 371 | 609 - 597 | 609 - 799 | 732 - 291 | 732 - 578 | 732 - 928 |
| 201 - 677 | 609 - 383 | 609 - 601 | 609 - 801 | 732 - 294 | 732 - 591 | 732 - 935 |
| 201 - 750 | 609 - 386 | 609 - 607 | 609 - 804 | 732 - 297 | 732 - 605 | 732 - 938 |
| 201 - 767 | 609 - 387 | 609 - 624 | 609 - 812 | 732 - 303 | 732 - 606 | 732 - 940 |
| 201 - 768 | 609 - 390 | 609 - 625 | 609 - 818 | 732 - 308 | 732 - 617 | 732 - 942 |
| 201 - 784 | 609 - 395 | 609 - 627 | 609 - 846 | 732 - 323 | 732 - 625 | 732 - 946 |
| 201 - 847 | 609 - 397 | 609 - 628 | 609 - 859 | 732 - 329 | 732 - 656 | 732 - 949 |
| 201 - 848 | 609 - 404 | 609 - 639 | 609 - 860 | 732 - 332 | 732 - 657 | 732 - 951 |
| 201 - 891 | 609 - 407 | 609 - 641 | 609 - 861 | 732 - 341 | 732 - 683 | 732 - 961 |
| 609 - 207 | 609 - 409 | 609 - 645 | 609 - 884 | 732 - 349 | 732 - 708 | 732 - 970 |
| 609 - 208 | 609 - 419 | 609 - 646 | 609 - 886 | 732 - 350 | 732 - 716 | 732 - 972 |
| 609 - 239 | 609 - 424 | 609 - 652 | 609 - 889 | 732 - 355 | 732 - 723 | 732 - 975 |
| 609 - 240 | 609 - 426 | 609 - 653 | 609 - 893 | 732 - 363 | 732 - 730 | 856 - 205 |
| 609 - 242 | 609 - 430 | 609 - 654 | 609 - 894 | 732 - 364 | 732 - 736 | 856 - 218 |
| 609 - 243 | 609 - 443 | 609 - 655 | 609 - 897 | 732 - 367 | 732 - 751 | 856 - 223 |
| 609 - 252 | 609 - 448 | 609 - 660 | 609 - 898 | 732 - 370 | 732 - 761 | 856 - 224 |
| 609 - 258 | 609 - 452 | 609 - 677 | 609 - 909 | 732 - 380 | 732 - 772 | 856 - 241 |
| 609 - 259 | 609 - 463 | 609 - 683 | 609 - 914 | 732 - 386 | 732 - 780 | 856 - 251 |
| 609 - 261 | 609 - 465 | 609 - 688 | 609 - 918 | 732 - 389 | 732 - 786 | 856 - 256 |
| 609 - 263 | 609 - 466 | 609 - 693 | 609 - 919 | 732 - 398 | 732 - 792 | 856 - 256 |
| 609 - 264 | 609 - 476 | 609 - 698 | 609 - 921 | 732 - 408 | 732 - 793 | 856 - 262 |
| 609 - 265 | 609 - 484 | 609 - 702 | 609 - 924 | 732 - 409 | 732 - 797 | 856 - 293 |
| 609 - 266 | 609 - 485 | 609 - 704 | 609 - 926 | 732 - 416 | 732 - 817 | 856 - 299 |
| 609 - 267 | 609 - 490 | 609 - 708 | 609 - 927 | 732 - 422 | 732 - 818 | 856 - 307 |
| 609 - 268 | 609 - 492 | 609 - 714 | 609 - 936 | 732 - 427 | 732 - 821 | 856 - 327 |
| 609 - 272 | 609 - 494 | 609 - 716 | 609 - 951 | 732 - 431 | 732 - 830 | 856 - 339 |
| 609 - 275 | 609 - 497 | 609 - 720 | 609 - 953 | 732 - 438 | 732 - 833 | 856 - 351 |
| 609 - 279 | 609 - 499 | 609 - 726 | 609 - 965 | 732 - 446 | 732 - 834 | 856 - 358 |
| 609 - 282 | 609 - 514 | 609 - 729 | 609 - 967 | 732 - 460 | 732 - 845 | 856 - 370 |
| 609 - 285 | 609 - 518 | 609 - 730 | 609 - 971 | 732 - 462 | 732 - 849 | 856 - 384 |
| 609 - 291 | 609 - 520 | 609 - 734 | 609 - 978 | 732 - 473 | 732 - 854 | 856 - 415 |
| 609 - 294 | 609 - 522 | 609 - 735 | 609 - 987 | 732 - 505 | 732 - 863 | 856 - 415 |
| 609 - 296 | 609 - 523 | 609 - 737 | 732 - 237 | 732 - 521 | 732 - 866 | 856 - 423 |
| 609 - 298 | 609 - 536 | 609 - 747 | 732 - 240 | 732 - 532 | 732 - 872 | 856 - 442 |
| 609 - 324 | 609 - 545 | 609 - 748 | 732 - 244 | 732 - 536 | 732 - 886 | 856 - 447 |

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Bernie Stevens, President

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## (T) **6.4. NETWORK EXCHANGE SERVICE ZONES**, Continued

## (T) **6.4.3. Zone 3**, Continued

| NPA-NXX   |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 856 - 451 | 856 - 691 | 856 - 878 | 908 - 470 | 908 - 719 | 973 - 299 | 973 - 601 |
| 856 - 453 | 856 - 692 | 856 - 881 | 908 - 526 | 908 - 722 | 973 - 316 | 973 - 625 |
| 856 - 455 | 856 - 694 | 856 - 935 | 908 - 532 | 908 - 725 | 973 - 328 | 973 - 627 |
| 856 - 459 | 856 - 696 | 908 - 203 | 908 - 541 | 908 - 736 | 973 - 331 | 973 - 657 |
| 856 - 464 | 856 - 697 | 908 - 204 | 908 - 542 | 908 - 766 | 973 - 334 | 973 - 659 |
| 856 - 464 | 856 - 719 | 908 - 213 | 908 - 559 | 908 - 781 | 973 - 335 | 973 - 663 |
| 856 - 466 | 856 - 728 | 908 - 218 | 908 - 575 | 908 - 813 | 973 - 347 | 973 - 664 |
| 856 - 467 | 856 - 740 | 908 - 221 | 908 - 580 | 908 - 835 | 973 - 361 | 973 - 691 |
| 856 - 468 | 856 - 753 | 908 - 231 | 908 - 595 | 908 - 841 | 973 - 366 | 973 - 697 |
| 856 - 468 | 856 - 765 | 908 - 234 | 908 - 604 | 908 - 850 | 973 - 394 | 973 - 724 |
| 856 - 478 | 856 - 767 | 908 - 243 | 908 - 607 | 908 - 852 | 973 - 398 | 973 - 728 |
| 856 - 507 | 856 - 768 | 908 - 252 | 908 - 626 | 908 - 859 | 973 - 402 | 973 - 770 |
| 856 - 540 | 856 - 769 | 908 - 253 | 908 - 630 | 908 - 901 | 973 - 425 | 973 - 895 |
| 856 - 563 | 856 - 785 | 908 - 304 | 908 - 647 | 908 - 903 | 973 - 426 | 973 - 927 |
| 856 - 575 | 856 - 794 | 908 - 306 | 908 - 658 | 908 - 927 | 973 - 442 | 973 - 962 |
| 856 - 582 | 856 - 809 | 908 - 308 | 908 - 683 | 908 - 953 | 973 - 448 | 973 - 983 |
| 856 - 589 | 856 - 825 | 908 - 369 | 908 - 684 | 908 - 979 | 973 - 537 | 973 - 989 |
| 856 - 589 | 856 - 845 | 908 - 371 | 908 - 685 | 908 - 995 | 973 - 541 |           |
| 856 - 629 | 856 - 848 | 908 - 387 | 908 - 689 | 973 - 208 | 973 - 543 |           |
| 856 - 678 | 856 - 853 | 908 - 429 | 908 - 696 | 973 - 252 | 973 - 584 |           |
| 856 - 686 | 856 - 863 | 908 - 454 | 908 - 704 | 973 - 257 | 973 - 586 |           |
| 856 - 690 | 856 - 875 | 908 - 470 | 908 - 707 | 973 - 263 | 973 - 598 |           |

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Issued: April 8, 2005
Issued by: Effective: April 11, 2005
Bernie Stevens, President

#### SECTION 7 – GRANDFATHERED RATES AND CHARGES

#### (N)

#### 7.1. NETWORK SWITCHED SERVICE RATES

#### (M)

#### 7.1.1. Residential Services

## A. Basic Local Exchange Service

#### 1. Residential Dial Tone Service

	Rate
Per line, per month	
Zone 1	\$12.99
Zone 2	\$12.99
Zone 3	\$15.99
Feature Package, per month, per line	\$7.99
Direct Dialed local Exchange Calls, per minute	\$0.050
Direct Dialed InterLATA Toll, per minute	\$0.079
Direct Dialed IntraLATA Toll, per minute	\$0.079

#### 2. PowerNet Global Basic Service

\$15.99	
\$15.99	
\$19.99	
\$0.079	
\$0.079	(M)
	\$15.99 \$19.99 \$0.079

\*\*\*Material located on this page moved from page 108\*\*\*

	SECTI	ON 7	- GRANDFATHERED RATES AND CHARGE	S, Continued	(N)	
7.1.	NETV	VORE	SWITCHED SERVICES, Continued		(M)	
7.1.1.	Residential Services, Continued					
	B.	Resid	dential Bundled Services			
		1.	PowerNet Global Unlimited Bundled Service	Rate		
			Don Line Day Month	Kate		
			Per Line, Per Month	¢40.00		
			Zone 1	\$49.99		
			Zone 2	\$49.99		
			Zone 3	\$49.99		
		2.	PowerNet Global Basic Plus Bundled Service			
			Per Line, Per Month			
			Zone 1	\$21.99		
			Zone 2	\$21.99		
			Zone 3	\$24.99		
			Direct Dialed InterLATA Toll, per minute	\$0.079		
			Direct Dialed IntraLATA Toll, per minute	\$0.079		
7.2.	ADDI	TION	AL/MISCELLANEOUS CHARGES			
7.2.1.	Indivi	dual (	Calling Features			
	All Ca	ll Blo	cking	\$3.50		
	Autom	atic C	Call Rejection	\$3.50		
	Call Fo	orward	ding – No Answer/Busy Line	\$3.50		
			ding- Variable	\$3.50		
	Call W	aiting		\$3.50		
		_	g with ID	\$3.50		
		_	ith Name	\$3.50		
	Speed			\$3.50		
	Speed			\$3.50		
	-		Calling	\$3.50	(M)	

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**DIRECTORY LISTING** 

# **SECTION 7 - GRANDFATHERED RATES AND CHARGES, Continued**

Non-Published Listing Non-Listed Listing Additional Listing	\$2.40 \$2.40 \$2.40	

	(141)
Non-Published Listing	\$1.45
Non-Listed Listing	\$0.85
Additional Listing	\$0.56
	(M)

## 7.4. POWER3000 SERVICE RATES

A.	10-10-813 Access, 3,000 minutes, per month	\$29.95
B.	Toil-Free Access, 2,500 minutes, per month	\$39.95

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**7.3.**