

# MILLER ISAR INC.

REGULATORY CONSULTANTS

ANDREW O. ISAR

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GIG HARBOR, WA 98335  
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070696-TI

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COMMISSION  
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Via Overnight Delivery

November 19, 2007

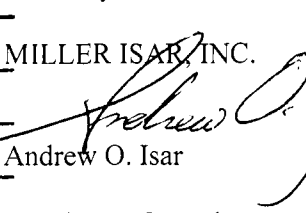
Ms. Blanca Bayó  
Director  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399

Dear Ms. Bayó:

Enclosed for filing with the Florida Public Service Commission are an original and one (1) copy of Consumer Telcom, Inc.'s interexchange Registration Form and the Company's intrastate, interexchange tariff. With this Registration Consumer Telcom, Inc. registers to provide competitive interexchange services throughout Florida.

Please acknowledge receipt of this filing by date stamping and returning the additional copy of this transmittal letter in the self-addressed, postage-paid envelope enclosed for this purpose.

Questions regarding this application, and notification of registration, may be directed to the undersigned.

CMP  Sincerely,  
COM \_\_\_\_\_ MILLER ISAR, INC.  
CTR \_\_\_\_\_   
ECR \_\_\_\_\_ Andrew O. Isar  
GCL \_\_\_\_\_ Regulatory Consultants to  
OPC \_\_\_\_\_ Consumer Telcom, Inc.  
RCA \_\_\_\_\_ Enclosures  
SCR \_\_\_\_\_  
SGA \_\_\_\_\_  
SEC \_\_\_\_\_  
OTH \_\_\_\_\_

\* Original Tariff forwarded  
to Cm P.

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DOCUMENT NUMBER-DATE

10437 NOV 20 07

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IXC REGISTRATION FORM

Company Name Consumer Telcom, Inc.

Florida Secretary of State Registration No. F07000005486

Fictitious Name(s) as filed at Fla. Sec. of State None

Company Mailing Name Consumer Telcom, Inc.

Mailing Address 701 N. Green Valley Parkway, Suite 200, Henderson, Nevada, 89014

Web Address https://www.consumertelcom.com

E-mail Address jn@consumertelcom.com

Physical Address 701 N. Green Valley Parkway, Suite 200, Henderson, Nevada, 89014

Company Liaison Joseph A. Nicotra

Title President

Phone 800.872.3811

Fax 800.872.1562

E-mail address jn@consumertelcom.com

Consumer Liaison to PSC Joseph A. Nicotra

Title President

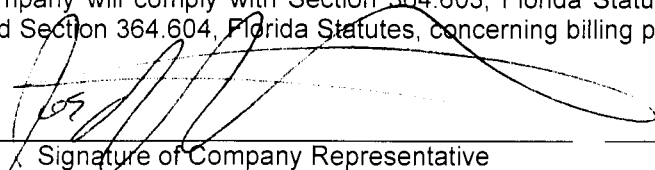
Address 701 N. Green Valley Parkway, Suite 200, Henderson, Nevada, 89014

Phone 800.872.3811

Fax 800.872.1562

E-mail address jn@consumertelcom.com

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.



Signature of Company Representative

Joseph A. Nicotra

Printed/Typed Name of Representative

11.18.07  
Date

DOCUMENT NUMBER-DATE

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# **INTEREXCHANGE RESELLER TOLL TARIFF**

OF

## **Consumer Telcom, Inc.**

**701 N. Green Valley Parkway, Suite 200  
Henderson, Nevada, 89014**

This tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Consumer Telcom, Inc. ("Consumer Telcom" or "Company") within the State of Florida. This tariff is on file with the Public Service Commission of Florida ("Commission") and is in concurrence with all applicable state and federal laws. Copies may be inspected during normal business hours at the Company's principal place of business; 701 N. Green Valley Parkway, Suite 200, Henderson, Nevada, 89014.

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Issued: November 20, 2007

Effective Date: November 21, 2007

Issued By:

Joseph A. Nicotra, President  
Consumer Telcom, Inc.  
701 N. Green Valley Parkway, Suite 200  
Henderson, Nevada, 89014  
Telephone: 800.872.3811

DOCUMENT NUMBER-DATE

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**CHECK SHEET**

The Title Sheet and Sheets 1 through 31 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original	29	Original
1	Original	30	Original
2	Original	31	Original
3	Original		
4	Original		
5	Original		
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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify **changed** condition or regulation.
- (D) To signify **discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (M) To signify that text has been relocated (**moved**) without change.
- (N) To signify a **new** rate, regulation condition or sheet.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

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**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are four levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.1.
- D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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**APPLICATION OF TARIFF**

This tariff contains the descriptions, regulations and rates applicable to the furnishing of resold intraLATA and interLATA Toll Services within the State of Florida by Consumer Telcom, Inc.

Company's Service as set forth herein is provided exclusively in conjunction with Company's presubscribed interstate interexchange services, and is not otherwise available.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Commission

The Florida Public Service Commission ("Commission")

Company:

Consumer Telcom, Inc. ("Consumer Telcom "), the issuer of this Tariff.

Customer:

The person, firm, corporation or other entity, which orders or uses service and is responsible for payment of charges and compliance with Tariff regulation.

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

### Measured Service:

The provision of long distance measured time communications telephone service to Customers who access the Company's service at its contracted interexchange carriers' switching and call processing equipment by means of access facilities obtained from local exchange common carrier(s). Company contracted interexchange carrier is responsible for arranging the access lines.

### Monthly Bill Statement Fee:

The monthly fee applied to Customers when they receive their long distance charges as part of their local telephone company bills.

### Monthly Service Fee:

The monthly fee applied to Customers for account maintenance.

### Presubscribe or Presubscription:

The Customer's order for Company's calling services through the Company, which involves the Local Exchange Carrier PIC change process.

### Point of Presence:

The point of physical interconnection between the local exchange company's local network and the interexchange carrier's network ("POP").

### Subscribe or Subscription:

The Customer's order for Company's calling services directly through the Company and not involving the Local Exchange Carrier PIC change process.

### Subscriber:

See "Customer" definition.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1. UNDERTAKING OF COMPANY**

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area between points within the State of Florida.
- 2.1.2. Company is a provider of interexchange telecommunications to Customers for direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport and termination services provided by interexchange carriers.
- 2.1.4. Customer's monthly charges for Company's service are based on the total time Customer actually uses the service.
- 2.1.5. Subject to availability, the Customer may use authorization codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.6. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

**2.2. LIMITATIONS**

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.2.2. Company reserves the right to immediately disconnect service when necessitated by conditions beyond the company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the laws, rules, regulations, or policies of the jurisdiction of the originating station or terminating station, or the laws of the United States including rules, regulations and policies of the Commission.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.2. LIMITATIONS, Continued**

- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available.
- 2.2.4. Title to all facilities provided by Company under these regulations remains in Company's name.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY**

- 2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service. For the purpose of computing such amount a month is considered to have 30 days.
- 2.4.2. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over company's facilities; and
  - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
  - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.3. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.4. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other actions or liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence.
- 2.4.5. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of God, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one or more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.6. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the TRA . Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claims or demands.
- 2.4.7. The Company shall not be liable 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 the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. INTERRUPTION OF SERVICE**

- 2.5.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4, herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.5.2. No credit allowances will be allowed for an interruption of services for continuous duration of less than two hours.
- 2.5.3. The subscriber shall be credited for an interruption of two hours or more at the rate of 1/160th for each hour over two (2) such hours of interruption up to a maximum of 6/160th multiplied by the average monthly usage bill of the Customer. If service is activated for less than one (1) month, the monthly usage amount shall be determined by extending the actual usage for the days of service to thirty (30) days.

**2.6. RESTORATION OF SERVICE**

The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communication Commission's Rules and Regulations which specifies the priority system for such activities.

**2.7. MINIMUM SERVICE PERIOD**

- 2.7.1 The minimum service period for all services, unless otherwise stated is one month. Service retained for less than the minimum service period will be billed for a full month of service.
- 2.7.2. For minimum service periods less than one month, except those involving the minimum billing period, the monthly recurring charge is prorated and a bill rendered for the actual days in service.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. PAYMENTS AND BILLING**

- 2.8.1. The Company will comply with the billing and collection practices set forth in Commission rules.
- 2.8.2. Charges for service are applied on a recurring and nonrecurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the subscriber. Service continues to be provided until canceled by the Customer with no less than thirty (30) days notice.
- 2.8.3. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage and are billed monthly in arrears.
- 2.8.4. Billing will be payable upon receipt and deemed past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5% late payment charge for the unpaid balance. Each account shall be granted not less than one complete forgiveness of late payment charge. Customers shall be notified by letter when eligibility for forgiveness of late payment charge has been utilized.
- 2.8.5. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

**2.9. BILLING DISPUTES**

- 2.9.1. Billing disputes should be addressed to Company's customer service organization via telephone to 800.872.3811. Customer service representatives are available twenty-four (24) hours per day, seven (7) days per week.
- 2.9.2. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may take the following course of action:

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. BILLING DISPUTES, Continued**

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

2.9.2.2. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision. The address of the Commission is:

Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850  
Telephone: 1.800.342.3552

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.10. CANCELLATION BY CUSTOMER**

- 2.10.1 The Company's services consist of Presubscribed interstate and intrastate long distance services bundled with casual calling, travel card and other Subscribed services as set forth in this Tariff.
- 2.10.2 To effectively cancel all services with Company, the Customer must call or write the Company's Customer service Department and notify the Company of the Customer's desire to terminate all services, whether Presubscribed or Subscribed. Cancellation by the Customer of Presubscribed intrastate and interstate long distance services will not automatically result in the cancellation of casual calling, travel card and other Subscribed services. The Customer must notify the Company of the cancellation of Presubscribed and Subscribed services.
- 2.10.3 The Customer will remain responsible to pay for all monthly fees and charges incurred through the date that the Customer first directly notifies the Company of his or her desire to cancel Presubscribed and Subscribed service(s). Failure to cancel all services will result in the imposition of a monthly fees and charges for the services not cancelled.

**2.10. CANCELLATION BY CUSTOMER, Continued**

- 2.10.4 If a Customer either voluntarily cancels their services with the Company or if the Company cancels the Customer's Presubscribed long distance services for any reason set forth in this Tariff, the Company will have no obligation whatsoever to assist the Customer in any respect in switching from the Company to another carrier.
- 2.10.5. Any non-recoverable cost of company expenditures shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
  - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  - C. Based on an order for service and construction has either begun or has been completed, but no service provided.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.11. CANCELLATION BY COMPANY**

2.11.1. Company reserves the right to immediately discontinue furnishing the service to Customers:

- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, to the public or to employees of the utility; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

2.11.2. Company may discontinue service according to the following conditions upon fifteen (15) days written notice via first-class U.S. mail, followed by a second written notice five (5) days prior to discontinuance of service, under the following circumstances:

- A. For violation of Company's filed Tariff.
- B. For the non-payment of any proper charge as provided by Company's Tariff.
- C. For Customer's breach of the contract for service between the utility and Customer.
- D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.11. CANCELLATION BY COMPANY, Continued**

2.11.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the company shall at all times be entitled to all the rights available to it under law or equity.

2.11.4. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

**2.12. INTERCONNECTION**

2.12.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.12.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' Tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

**2.13. DEPOSITS**

The Company does not require a deposit from the Customer.

**2.14. TAXES**

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.15. PROMOTIONAL OFFERINGS**

Company may, from time to time, make promotional offerings of its Services, which may include waiving or reducing the applicable charges for the promoted Service. The promotional offerings will have an ending date within one year. All promotional offerings will be filed as proposed Tariff amendments with the Commission for approval.

**2.16. MINIMUM CALL COMPLETION RATE**

A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all Feature Group D services ("1+" dialing).

**2.17. SPECIAL RATES FOR THE DISABLED****2.17.1. Telecommunications Relay Service**

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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### SECTION 3 - DESCRIPTION OF SERVICE

#### 3.1. TIMING OF CALLS

3.1.1. The subscriber's long distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when called party answers and terminates when either party hangs up.

3.1.2. The minimum call duration for billing purposes differs between rate plans.

3.1.3. Usage is measured and rounded up to the next billing increment.

3.1.4. There is no billing for incomplete calls.

#### 3.2. TELECOMMUNICATIONS SERVICES

3.2.1. Company provides switched access, incumbent local exchange carrier-billed telecommunications services which allow commercial and residential Customers to establish a communications path between two stations by using uniform dialing plans. Services may be either Presubscribed or Subscribed. The minimum service period for all services is one (1) month (30 days).

##### 3.2.2 Commercial Long Distance Service - Switched

**Commercial Long Distance Service** is a switched access service, offering commercial users outbound interLATA "1 plus" long distance telecommunications services from points originating and terminating within the Commonwealth of Pennsylvania.

##### 3.2.3 Residential Long Distance Service

**Residential Long Distance Service** is provided to Customers who also have Presubscribed to the Company's interstate Residential Long Distance Service – Switched. Presubscribed service is bundled with the Company's Calling Card, Casual Dialing and other Subscribed Services as set forth in this Tariff.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.2. CONSUMER TELCOM TELECOMMUNICATIONS SERVICES, Continued****3.2.3 Residential Long Distance Service, Continued**

- A. Residential Long Distance Service** is a switched access service, offering residential users interLATA and/or intraLATA outbound "1 plus" long distance telecommunications services from points originating and terminating within the Commonwealth of Pennsylvania. The minimum service period for all services is one (1) month (30 days).
- B. Residential Casual Calling Service** – is a switched service permitting Customers access to casual calling via the Company's Carrier Identification Codes (CIC), 1010-444. Customers must register all applicable telephone numbers with the Company to Subscribe to this service. The minimum service period for all services is one (1) month (30 days).
- C. Residential Calling Card Service** permits residential Customers to charge a principal location for interLATA and intraLATA long distance calls placed while the caller is away from the principal location. The Customer may place calls from any dual tone multi-frequency phone in the United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Calling Card calls appear on the Customer's monthly long-distance bill. The minimum service period is one (1) month (30 days).

**3.2.5. Promotions**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission regarding specific promotions and contests.

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**SECTION 4 - RATES AND CHARGES**

**4.1. SERVICE CHARGES**

**4.1.1. Commercial Long Distance Service**

**1. Commercial Rate Plan I**

This plan is offered to Customers with call volumes of less than \$200.00 per month and provides for an eighteen (18) second minimum call duration and six (6) second additional billing increments.

	DAY		EVENING		NIGHT	
	Initial 18 Sec.	Add'l 6 Sec.	Initial 18 Sec.	Add'l 6 Sec.	Initial 18 Sec.	Add'l 6 Sec.
Intrastate	\$0.121	\$0.040	\$0.108	\$0.036	\$0.108	\$0.036

Monthly Access Fee: \$3.78

**2. Commercial Rate Plan II**

This plan is offered to Customers with call volumes of more than \$200.00 per month and provides for an eighteen (18) second minimum call duration and six (6) second additional billing increments.

	DAY		EVENING		NIGHT	
	Initial 18 Sec.	Add'l 6 Sec.	Initial 18 Sec.	Add'l 6 Sec.	Initial 18 Sec.	Add'l 6 Sec.
Intrastate	\$0.100	\$0.033	\$0.090	\$0.030	\$0.090	\$0.030

Monthly Access Fee: \$3.78

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**SECTION 4 - RATES AND CHARGES, Continued****4.1. SERVICE CHARGES, Continued****4.1.1. Commercial Long Distance Service, Continued****3. Commercial Rate Plan III**

This plan is offered to Customers with call volumes of less than \$200.00 per month and provides for one (1) minute billing increments.

	DAY		EVENING		NIGHT	
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
Intrastate	\$0.404	\$0.404	\$0.363	\$0.363	\$0.363	\$0.363

Monthly Access Fee: \$3.78

**4. Commercial Rate Plan IV**

This plan is offered to Customers with call volumes of more than \$200.00 per month and provides for one (1) minute billing increments.

	DAY		EVENING		NIGHT	
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
Intrastate	\$0.333	\$0.333	\$0.299	\$0.299	\$0.299	\$0.299

Monthly Access Fee: \$3.78

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**SECTION 4 - RATES AND CHARGES****4.1. SERVICE CHARGES, Continued****4.1.1. Commercial Long Distance Service, Continued****5. Commercial Rate Plan V**

This plan is offered to Customers with call volumes of less than \$200.00 per month and provides for thirty (30) second billing increments.

	DAY		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 30 Sec.	Initial 30 Sec.	Add'l 30 Sec.	Initial 30 Sec.	Add'l 30 Sec.
Intrastate	\$0.202	\$0.202	\$0.181	\$0.181	\$0.181	\$0.181

Monthly Access Fee: \$3.78

**6. Commercial Rate Plan VI**

This plan is offered to Customers with call volumes of more than \$200.00 per month and provides for thirty (30) second billing increments.

	DAY		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 30 Sec.	Initial 30 Sec.	Add'l 30 Sec.	Initial 30 Sec.	Add'l 30 Sec.
Intrastate	\$0.167	\$0.167	\$0.150	\$0.150	\$0.150	\$0.150

Monthly Access Fee: \$3.78

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**SECTION 4 - RATES AND CHARGES, Continued****4.1. SERVICE CHARGES, Continued****4.1.2. Residential Long Distance Service****10 Minute Plan**

Customers who subscribe to the Company's 10 Minute Plan will receive 10 minutes of intrastate interLATA and interstate long distance calling per month for a flat fee. Minutes are not carried forward. All additional minutes used are billed at a per-minute rate. Service will begin on the first day of the month after the date of subscription. Customers who cancel service prior to the end of a month will be billed the monthly recurring charge. The Company's 10 Minute Plan is offered only to Customers who have previously subscribed to the Company's intrastate long distance service and have cancelled that service. The following fees and charges apply.

Monthly recurring charge:

10 minutes of intrastate interLATA and interstate long distance calling, per month	\$1.65
Per minute rate after 10 minutes	\$0.10

**4.1.3. Half Hour Value Plan**

Customers who subscribe to Company's Half Hour Value Plan receive 30 minutes of intrastate interLATA and interstate long distance calling per month for a flat fee. Minutes are not carried forward. All additional minutes used are billed at a per-minute rate. Service will begin on the first day of the month after the date of subscription. Customers who cancel service prior to the end of a month will be billed for all monthly recurring fees and charges. The following fees and charges apply.

Monthly recurring charge,

30 minutes of intrastate interLATA and interstate long distance calling per month	\$2.95
Per minute rate after 30 minutes	\$0.08

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**SECTION 4 - RATES AND CHARGES, Continued****4.1. SERVICE CHARGES, Continued****4.1.4. 10 Minute Total Value Plan**

Customers who subscribe to the Company's 10 Minute Total Value Plan will receive 10 minutes of intrastate interLATA and intraLATA and interstate long distance calling per month for a flat fee. Minutes are not carried forward. All additional minutes used are billed at a per-minute rate. Service will begin on the first day of the month after the date of subscription. Customers who cancel service prior to the end of a month will be billed the monthly recurring charge. The Company's 10 Minute Plan is offered only to Customers who have previously subscribed to the Company's intrastate long distance service and have cancelled that service. The following fees and charges apply.

Monthly recurring charge,	
10 Minutes of intrastate interLATA and intraLATA	
and Interstate long distance calling, per month	\$3.65
Per minute rate after 10 minutes	\$0.10

**4.1.5. Half Hour Total Value Plan**

Customers who subscribe to Company's Half Hour Total Value Plan receive 30 minutes of intrastate interLATA and intraLATA and interstate long distance calling per month for a flat fee. Minutes are not carried forward. All additional minutes used are billed at a per-minute rate. Service will begin on the first day of the month after the date of subscription. Customers who cancel service prior to the end of a month will be billed for all monthly recurring fees and charges. The following fees and charges apply.

Monthly recurring charge,	
30 minutes of intrastate interLATA and intraLATA	
and interstate long distance calling per month	\$4.95
Per minute rate after 30 minutes	\$0.08

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**SECTION 4 - RATES AND CHARGES, Continued****4.1. SERVICE CHARGES, Continued****4.1.6. Basic 10 Minute Casual Calling Service**

Customers who subscribe to the Company's Basic 10 Minute Casual Calling Plan receive 10 minutes of intrastate, interLATA and interstate long distance casual calling per month for a flat fee. Minutes are not carried forward. All additional minutes used are billed at a per-minute rate. To subscribe, the Customer must contact the Company to register all applicable telephone numbers. The minimum service period is one (1) month (30 days). Service will begin on the first day of the month after the date of subscription. Customers who cancel service prior to the end of a month will be billed the monthly recurring charge. To access the Company's casual calling Service, the Customer must dial the either of the following Company Carrier Identification Codes (CIC) or 1010-444.

Monthly recurring charge

30 minutes of intrastate and interstate long distance calling per month	\$1.65
Per minute rate after 10 minutes	\$0.10

The monthly fees set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate long distance services.

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**SECTION 4 - RATES AND CHARGES, Continued****4.1. SERVICE CHARGES, Continued****4.1.7. Basic Half Hour Casual Calling Plan**

Customers who subscribe to the Company's Basic Half Hour Casual Calling Plan receive 30 minutes of intrastate, interLATA, and interstate long distance casual calling per month for a flat fee. Minutes are not carried forward. All additional minutes used are billed at a per-minute rate. To subscribe, the Customer must contact the Company to register all applicable telephone numbers. The minimum service period is one (1) month (30 days). Service will begin on the first day of the month after the date of subscription. Customers who cancel service prior to the end of a month will be billed the monthly recurring charge. To access the Company's casual calling Service, the Customer must dial the either of the following Company Carrier Identification Codes (CIC) or 1010-444.

Monthly recurring charge,

30 minutes of intrastate and interstate long distance calling per month	\$2.95
Per minute rate after 30 minutes	\$0.08

The monthly fees set forth above are billed only to Customers no longer Presubscribed to the Company's interstate and interstate long distance services.

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**SECTION 4 - RATES AND CHARGES, Continued****4.1. SERVICE CHARGES, Continued****4.1.8. Basic Residential Calling Card Service Plan I**

Customers are eligible to enroll in the Company's Basic Residential Calling Card Service Plan I at the following rates and charges:

Access Charge, per call	\$1.25
Rate per minute, all time periods	\$0.18
Monthly Service Fee*	\$2.95

A surcharge is added to Customer bills when calling card calls are place using pay telephones. The pay telephone surcharge is in addition to the calling card service per call access charge and per minute rate.

Pay telephone access charge	\$0.30
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\*The monthly fee set forth above is billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate long distance services.

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**SECTION 4 - RATES AND CHARGES, Continued****4.1. SERVICE CHARGES, Continued****4.1.9. Cost Recovery Charge**

Customers will be assessed a monthly Cost Recovery Fee. The is fee permits the Company to recover the costs associated with interstate access charges, property taxes, and the expenses associated with regulatory proceedings and compliance and is applied each month in which the Customer has interstate or international calling charges. The fee is applied in full whether or not the Customer's billing period covers an entire month.

Cost Recovery Charge, per presubscribed line \$1.44

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**SECTION 4 – RATES AND CHARGES, Continued****4.2. TIME PERIODS**

	MON	TUE	WED	THUR	FRI	SAT	SUN
8:00 AM to 4:59 PM	Day	Day	Day	Day	Day	Night	Night
5:00 PM to 10:59 PM	Evening	Evening	Evening	Evening	Evening	Night	Evening
11:00 PM to 7:59 AM	Night	Night	Night	Night	Night	Night	Night

Calls are billed at the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed at the rates in effect for each portion of the call.

**4.3. RECONNECTION FEE**

At the Customer's request, and upon payment of all outstanding non-disputed amounts owed by Customer to the Company for Service, Company will reconnect Customer whose Service has been disconnected for non-payment.

Service Reconnection Fee (per occurrence) \$30.00

**4.4. INTRASTATE CONNECTION FEE**

A monthly service charge as set forth below will be applied to Customers to recover the costs charged by the local telephone company to carry in-state long distance calls over its lines.

Monthly Intrastate Connection Fee \$2.49

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