

# **USA Choice Internet Services Company, LLC**

## **PENNSYLVANIA**

### **COMPETITIVE ACCESS PROVIDER**

#### **TARIFF**

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contained within this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Competitive Access Provider Tariff

**LIST OF MODIFICATIONS**

Issued: October 15, 2008      Effective: October 16, 2008  
Issued by: Ray Schwabenbauer, Partner  
679 Colbert Avenue  
Oil City, PA 16301

Competitive Access Provider Tariff**CHECK-SHEET**

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below contain all changes from the original tariff and are in effect on the date shown on the bottom of the page.

<b><u>SHEET</u></b>	<b><u>REVISION</u></b>
Title	Title Sheet
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original

Issued: October 15, 2008      Effective: October 16, 2008

Issued by: Ray Schwabenbauer, Partner

679 Colbert Avenue

Oil City, PA 16301

Competitive Access Provider Tariff

**TABLE OF CONTENTS**

PREFACE:

TITLE SHEET – Title Page

LIST OF MODIFICATIONS – Page 1

CHECK SHEET – Page 2

TABLE OF CONTENTS – Page 3

LIST OF SYMBOLS – Page 4

TARIFF FORMAT – Page 5

SECTION 1: TECHNICAL TERMS AND ABBREVIATIONS – Pages 6-8

SECTION 2: RULES AND REGULATIONS – Pages 9-17

SECTION 3: DESCRIPTION OF SERVICES – Page 18

SECTION 4: PRICING AND PRICING ELEMENTS – Pages 19-20

Issued: October 15, 2008      Effective: October 16, 2008

Issued by: Ray Schwabenbauer, Partner

679 Colbert Avenue

Oil City, PA 16301

Competitive Access Provider Tariff

The following are symbols used for the purposes indicated below:

**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

(C) To signify a change listing, rule or condition which may affect rates or charges.

(D) To signify a decrease rate.

(I) To signify a rate increase.

Issued: October 15, 2008      Effective: October 16, 2008

Issued by: Ray Schwabenbauer, Partner

679 Colbert Avenue

Oil City, PA 16301

Competitive Access Provider Tariff**TARIFF FORMAT**

- A. Sheet Numbering – Sheet numbers appear top right below the tariff number.

Sheets are numbered sequentially. If and when a new sheet is added between two sheets already in effect, a decimal is added. For example, a new sheet added between sheets 2 and 3 would be 2.1 followed by 2.2 and so on.

- B. Sheet Revision Numbers – Revision numbers also appear at the top right of the page. These numbers are used to determine the most current sheet version on file at the PUC.

- C. Paragraph Numbering Sequence – There are five (5) levels of alphanumeric coding in the tariff. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence:

3.

3.1

3.1.1

3.1.1.A.

3.1.1.A. (1)

- D. Check Sheets – When a tariff filing is made, an undated check sheet accompanies it. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages 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 the check sheet if these are the only changes made to it. The tariff reader should refer to the latest check sheet to find out if a particular sheet is the most current on file with the PA PUC.

Issued: October 15, 2008      Effective: October 16, 2008

Issued by: Ray Schwabenbauer, Partner

679 Colbert Avenue

Oil City, PA 16301

Competitive Access Provider Tariff

**SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS**

1.1 TECHNICAL TERMS

Carrier – USA Choice Internet Services Company, LLC

Common Carrier – An authorized company or entity providing telecommunications services to the public.

Commission – The Pennsylvania Public Utility Commission

Customer – A firm, corporation, partnership, governmental agency, school, health care institution, or individual whose name is registered with the carrier. The customer is responsible for payment of charges and bills to the carrier within compliance of the carriers' regulations.

Day – The period of time from 9:00am to (but not including) 5:00pm, Monday through Friday

Disconnect – To render inoperable or to disable circuitry or other forms of communications service from and between carrier and/or customers.

Evening – The period of time from 5:00pm to 11:00pm Sunday through Friday, and any recognized holiday.

Holiday – Carrier recognized days including New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Individual Case Basis (ICB) – Service provided in which customer requirements can only be satisfied by special engineering, design, programming, development or construction activities not otherwise provided in this tariff. ICB rates are developed based on the specific circumstances of the situation, and will be made available to similarly situated customers in a non-discriminatory manner. Terms of the specific ICB contracts will be made available to the Commission staff on a confidential basis upon staff's written request to the Carrier.

Issued: October 15, 2008      Effective: October 16, 2008

Issued by: Ray Schwabenbauer, Partner

679 Colbert Avenue

Oil City, PA 16301

Competitive Access Provider Tariff**SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (cont'd)**

Interruption – The inability to use the Carrier's services due to equipment malfunctions or human error. Interruption shall not include acts of God or services or facilities provided by a common carrier or other entity out of the reasonable control of the Carrier. Any interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier pursuant to the terms of this Tariff, terminates service because of non-payment of obligations, unlawful or improper use of Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Gigabits per second, (Gbps) a [data transfer speed](#) measurement for high-speed networks such as [Gigabit Ethernet](#). When used to describe [data transfer](#) rates, a gigabit equals 1,000,000,000 [bits](#)

Megabits Per Second (Mbps) short for [megabits per second](#), a measure of [data transfer](#) speed (a megabit is equal to one million bits). [Network](#) transmissions, for example, are generally measured in Mbps.

Issued: October 15, 2008      Effective: October 16, 2008

Issued by: Ray Schwabenbauer, Partner

679 Colbert Avenue

Oil City, PA 16301

Competitive Access Provider Tariff

**SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (cont'd)**

SECTION 1.1.1 ABBREVIATIONS

Gbps – Gigabits per second, one thousand million bits per second

ICB – Individual Case basis

Mbps – Megabits per second, a basic data transmission speed

Competitive Access Provider Tariff

**SECTION 2. RULES AND REGULATIONS**

**2.1. GENERAL PROVISIONS**

2.1.1 All rules and regulations will be consistent with all applicable provisions of 52 Pa Code. A late payment charge of 1.25% in accordance with 52 Pa. Code 64.16, advance payments as per 52 Pa Code 64.15, deposit requirements as per 52 Pa. code 64.31, interest on customer deposits as per 52 Pa. code 64.41, and discontinuance of service as per pa. Code 64.53. Any provisions that are inconsistent with the foregoing mentioned will be inoperative and superseded.

2.1.2 The Carrier provides telecommunications services to businesses, health care organizations, education organizations and other Carrier customers.

The Carrier will provide services in all or parts of 24 counties in Northwestern and North Central Pennsylvania. The Carrier installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth in this Tariff. When authorized by the Customer, the Carrier may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer' location to a Carrier network. The Customer shall be responsible for all charges due for such service arrangements.

The Carrier's services are provided and billed on a monthly basis unless otherwise stated in the Tariff. Services are available and customer service is provided either by Carrier or agent of a Carrier twenty-four (24) hours a day, seven (7) days a week.

**2.2. APPLICATION OF TARIFF**

2.2.1 This Tariff sets forth the service offerings, rates, terms and conditions, applicable to furnishing of intrastate competitive access service to business, organizations, institutions, and other potential similar customers within the Commonwealth of Pennsylvania by USA Choice referred heretofore as the "Carrier".

Competitive Access Provider Tariff

**SECTION 2. RULES AND REGULATIONS (cont'd)**

**2.3 USE OF SERVICES**

- 2.3.1 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purposes, nor used in such a manner to interfere unreasonably with the use of service by other Users.
- 2.3.2 The use of the Carrier's services without payment or attempting to avoid payment by fraudulent means is prohibited.
- 2.3.3 Carrier's services are available for use by Customers twenty-four (24) hours per day, seven (7) days per week, except for temporary interruptions due to equipment modifications, upgrades, relocations, repairs, and similar activities necessary for proper and improved operations, which the Customer will be provided advance notice.
- 2.3.4 Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.3.5 Carrier's services may be cancelled for nonpayment of uncontested bill charges or for other violations of this Tariff as outlined in Section 2.6.3 of this Tariff.

Competitive Access Provider Tariff**SECTION 2. RULES AND REGULATIONS (cont'd)****2.4 LIABILITY OF CARRIER**

- 2.4.1 An interruption period begins when the Customer reports a service and/or equipment to be inoperative and releases it for testing and repair. An interruption period ends when the service and/or equipment is operative. If the User report a service and/or equipment to be inoperative but declines to release it for testing and repair, the service and/or equipment is considered to be impaired but not interrupted. No credit allowances will be made for a service and/or equipment considered by the Carrier to be impaired.

When service is interrupted for a period of at least twenty-four (24) hours after notice by the Customer to the Carrier, an allowance equal to 1/30 of fixed billing cycle charges for service furnished by the Carrier rendered useless or substantially impaired shall apply to each twenty-four (24) hours during which the interruption continues after notice by the Customer to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services furnished by the Carrier rendered useless or substantially impaired. No allowance shall be applied to any non-recurring or usage charges. In the event the user is affected for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

- 2.4.2 Carrier will attempt to resolve or escalate any service or equipment outages to the appropriate vendor immediately on a 24/7 basis.
- 2.4.3 Carrier shall not be liable for any failure of performance due to causes beyond its control including, but not limited to, acts of God, fires, floods, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor situations, acts or omissions of other carriers, and any law, order, regulation, or other action of any governing authority or agency thereof.
- 2.4.4 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-ways, and other arrangements necessary for such interconnection.

Issued: October 15, 2008      Effective: October 16, 2008

Issued by: Ray Schwabenbauer, Partner

679 Colbert Avenue

Oil City, PA 16301

Competitive Access Provider Tariff**SECTION 2. RULES AND REGULATIONS (cont'd)****2.4 LIABILITY OF CARRIER (cont'd)**

- 2.4.5 The liability of the Carrier for any loss or damages out of mistakes, omissions, delays, errors, defects or failures in service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Tariff charge for the call involved. Under no circumstances shall the Carrier be liable for any consequential, special, indirect, incidental or exemplary damages.
- 2.4.6 The Carrier shall not be liable for any act or omission for any connecting carrier, underlying carrier, competitive local exchange company or incumbent local exchange company; for acts or omissions of any other providers of services other than the Carrier; or for culpable conduct of the Customer.
- 2.4.7 Carrier shall not be liable for defacement of or damage to, the premises of a Customer resulting from the attachment of instruments, apparatus and associated equipment furnished by the Carrier on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Carrier's gross negligence.
- 2.4.8 Carrier shall supply any necessary installation information for the Customer. It is the responsibility of the Customer to follow the prescribed information.
- 2.4.9 Carrier makes no warranties or representations, expresses or implies either in fact or by operation of law, statutory or otherwise, including warranties of merchantability of fitness for a particular use, except those expressly set forth herein.

**2.5 CUSTOMER RESPONSIBILITIES**

- 2.5.1 The Customer is responsible for placing any necessary orders, for complying with Tariff regulations, and for assuring that end users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders, or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to end users.

Competitive Access Provider Tariff**SECTION 2. RULES AND REGULATIONS (cont'd)****2.5 CUSTOMER RESPONSIBILITIES (cont'd)**

- 2.5.2 If required for the provisioning of the Carrier's services, the Customer must provide the Carrier, free of charge, with any necessary equipment, space, supporting structure, conduit, and electrical power.
- 2.5.3 The Customer shall ensure that the necessary equipment is properly interfaced with Carrier facilities or services, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon five (5) days written notice via first class mail terminate the Customer's service.
- 2.5.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.
- 2.5.5 The Customer is responsible for payment of the charges set forth in this Tariff.
- 2.5.6 The Customer agrees to release, indemnify, and hold harmless the Carrier against any and all loss claims, demands, suits or other action or any liability, whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any service interruption or loss of or damage to any property, whether owned by the Customer or others.

Issued: October 15, 2008      Effective: October 16, 2008

Issued by: Ray Schwabenbauer, Partner

679 Colbert Avenue

Oil City, PA 16301

Competitive Access Provider Tariff

**SECTION 2. RULES AND REGULATIONS (cont'd)**

**2.6 TERMINATION AND INTERRUPTION OF SERVICE**

2.6.1 Termination and interruption of service shall comply with all applicable provisions of 52 Pa Code. Customers may terminate service, with or without cause, by giving the Carrier notice. If the Customer has a term contract, early termination charges may apply. The Carrier may terminate service with ten (10) days written notice, or any other method and number of days allowed by applicable provisions of 52 Pa. Code, to the Customer for any of the following reasons:

2.6.1.A. Customer non-compliance with Commission regulations;

2.6.1.B. Failure of the Customer to make satisfactory arrangements to pay arrearages or meet the requirements of a payment agreement;

2.6.1.C. Failure of the Customer to permit the Carrier to have reasonable access to its equipment, facilities, service connections or other property;

2.6.1.D. Failure of the Customer to pay a non-disputed delinquent account

2.6.1.E. Failure of the Customer to provide the Carrier with adequate assurances that an unauthorized use or practice will cease;

2.6.1.F. Failure of Customer to operate or maintain its equipment in such a manner as to adversely affect the Carrier's equipment or service to others;

2.6.1.G. Customer fraud or material misrepresentation of identity for purpose of obtaining data or other related services

2.6.1.H. Failure of Customer to adhere to contact obligation of the Carrier

2.6.1.I. Customer tampering with the Carrier's equipment or service

Competitive Access Provider Tariff

**SECTION 2. RULES AND REGULATIONS (cont'd)**

**2.6 TERMINATION AND INTERRUPTION OF SERVICE**

2.6.1.J. Customer unauthorized or illegal use of the Carrier's service or equipment

2.6.2 Procedures for discontinuance of existing service:

2.6.2.A. Carrier may discontinue service without notice for any of the following reasons:

2.6.2.A. (1) If a Customer or user causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner to cause a hazard or to interfere with Carrier's service to others or otherwise cause immediate danger to others.

2.6.2.A. (2) If a Customer or user uses Carrier's services in a manner to violate the law

2.6.2.B. In all other circumstances, Carrier will provide the Customer with written notice via first class U.S. mail stating the reason for the discontinuance, and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. In cases of nonpayment of charges due, the Customer will be allowed at least ten (10) days written notice via first class U.S. mail that disconnection will take place in five (5) days, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all disputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.

2.6.3 Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation are so rectified.

Issued: October 15, 2008      Effective: October 16, 2008

Issued by: Ray Schwabenbauer, Partner

679 Colbert Avenue

Oil City, PA 16301

Competitive Access Provider Tariff

**SECTION 2. RULES AND REGULATIONS (cont'd)**

**2.7 BILLING ARRANGEMENTS**

- 2.7.1 Customers will be billed directly by Carrier.
- 2.7.2 Customer will render bill payments monthly. Payment is due thirty (30) days after Customer's receipt of its bill.
- 2.7.3 Carrier may impose a late payment charge of 1.25% on any bill not paid within thirty (30) days of receipt by the Customer.

**2.8 VALIDATION OF CREDIT**

- 2.8.1 Carrier reserves the right to validate the credit worthiness of Customers.

**2.9 CONTESTED CHARGES**

- 2.9.1 All bills are presumed accurate, and shall be binding on the Customer unless objection is received either orally or in writing before actual suspension or termination of service. Suspension or termination of service is prohibited until resolution of the dispute. In the event that a billing dispute between the Customer and the Carrier cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.9.1.A. The Customer may request and Carrier shall provide 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 disconnect.

Competitive Access Provider Tariff

**SECTION 2. RULES AND REGULATIONS (cont'd)**

**2.9 CONTESTED CHARGES (cont'd)**

2.9.1.B. If there is still disagreement about the disputed amount after the investigation and review by the Carrier, the Customer, within ten days of the notification or mailing of the Carrier's written summary of the findings or resolution of the dispute, an informal complaint may be filed with the Bureau of Consumer Services at the Commission, 400 North Street, Commonwealth Keystone Building, PO Box 3265, Harrisburg, PA 17105-3265, telephone (717) 783-5187 in accordance with the Commission rules of procedure. The Bureau of Consumer Services (BCS) shall have primary jurisdiction over customer complaints. The toll free number of BCS is (800) 782-1110.

**2.10 TAXES**

2.10.1 All federal excise taxes, state, local sales, use and similar taxes, including gross receipts taxes, are billed as separate items and are not included in the quoted rates for services.

**2.11 BILLING AND COLLECTION PRACTICES**

2.11.1. Carrier will adopt all billing and collection practices as adopted by the Commission.

**2.12 SHORTAGE OF EQUIPMENT OR FACILITIES**

2.12.1 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 Carrier's facilities as well as the facilities the Carrier may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Carrier.

Issued: October 15, 2008      Effective: October 16, 2008

Issued by: Ray Schwabenbauer, Partner

679 Colbert Avenue

Oil City, PA 16301

Competitive Access Provider Tariff

**SECTION 3. DESCRIPTION OF SERVICES**

**3.1 DEDICATED ACCESS SERVICES**

- 3.1.1. Dedicated Access Services consist of the services offered pursuant of this section, wither individually or in combination. Each service is offered independently of the other. Service is offered via the Carrier's facilities for the transmission of one-way and two-way communications unless noted.

**3.2 OTHER SERVICES**

- 3.2.1. The Carrier on an Individual Case Basis (ICB) depending on the conditions and Customer requirements, may provide other services, including dark fiber, wireless transmission, Ethernet services between 1 Mbps and 1 Gbps, and fractional point-to-point high speed digital point-to-point services.

**3.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

- 3.3.1 ICB arrangements are those which are not offered under other sections of this Tariff. ICB contracts will be made available to the Commission staff on a confidential basis upon staff written request to the company. The facilities used to provide these services are of a type normally used by the Carrier in furnishing its other services to Carrier Customers, and shall be comparable with other access services offered by the Carrier, as well as the standard engineering and maintenance practices of the Carrier. The requested service or arrangement is subject to the availability of the necessary Carrier personnel and capital resources.
- 3.3.2 Rates quoted in response to requests for ICB Arrangements may be different than those specified for the services identified in this Tariff. The Customer has sixty (60) days after receiving the ICB rates to order the service requested at the rates quoted by the Carrier. Contact Ray Schwabenbauer, 679 Colbert Ave. Oil City, PA 16301.

Competitive Access Provider Tariff

**SECTION 4. PRICING AND PRICING ELEMENTS**

**4.1 RATE ELEMENTS**

4.1.1. In addition to the monthly rates outlined below, non-recurring rate of \$250.00 onetime fee will apply for service furnished by the Carrier.

**4.2 RATES**

**4.2.1. Carrier Ethernet Transport Rates**

1-4 Mbps:	\$40 per month per Mbps
5-9 Mbps:	\$38 per month per Mbps
10-99 Mbps:	\$35 per month per Mbps
100+ Mbps:	\$33 per month per Mbps

**4.2.2. Broadband Internet Service Rates**

1-10 Mbps:	\$90 per month per Mbps
11-50 Mbps:	\$85 per month per Mbps
50-150 Mbps:	\$80 per month per Mbps
> 150 Mbps:	\$75 per month per Mbps

Competitive Access Provider Tariff

**SECTION 4. PRICING AND PRICING ELEMENTS (cont'd)**

**4.3 LABOR RATES**

4.3.1. The following rates are labor rates for services not covered in ICB scope of work:

Network engineer: \$75 per hour

Field engineer: \$100 per hour