

CAPTION SHEET

USE MANAGEMENT SYSTEM

- 1. REPORT DATE: 00/00/00
- 2. BUREAU: FUS
- 3. SECTION(S):
- 5. APPROVED BY: DIRECTOR: SUPERVISOR:
- 6. PERSON IN CHARGE:
- 8. DOCKET NO: A-311420
- 4. PUBLIC MEETING DATE: 00/00/00
- 7. DATE FILED: 07/27/06
- 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: COMMON POINTE NETWORKS PA LLC

COMP/APP COUNTY: UTILITY CODE: 311420

ALLEGATION OR SUBJECT

APPLICATION OF COMMON POINTE NETWORKS OF PENNSYLVANIA LLC FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY INTEREXCHANGE TOLL RESELLER SERVICES TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA.

DOCUMENT FOLDER

DOCKETED

AUG 28 2006

ORIGINAL

**EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.**

ATTORNEYS AT LAW  
900 COMERICA BUILDING  
KALAMAZOO, MICHIGAN 49007-4752  
TELEPHONE (269) 381-8844  
FACSIMILE (269) 381-8822

GEORGE H. LENNON  
DAVID G. CROCKER  
MICHAEL D. O'CONNOR  
HAROLD E. FISCHER, JR.  
LAWRENCE M. BRENTON  
GORDON C. MILLER  
GARY P. BARTOSIEWICZ  
BLAKE D. CROCKER

ROBERT M. TAYLOR  
RON W. KIMBREL  
PATRICK D. CROCKER  
THOMAS A. BIRKHOOD  
RUSSELL B. BAUGH  
ANDREW J. VORBRICH  
TYREN R. CUDNEY  
STEVEN M. BROWN

OF COUNSEL

JOHN T. PETERS, JR.

VINCENT T. EARLY  
(1922-2001)

JOSEPH J. BURGIE  
(1926-1992)

THOMPSON BENNETT  
(1912-2004)

DOCUMENT  
FOLDER

July 27, 2006

Mr. James McNulty, Secretary  
Pennsylvania Public Utility Commission  
Second Floor, Room N201  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

A-311420

Re: Common Pointe Networks of Pennsylvania, LLC

Dear Mr. McNulty:

Enclosed for filing with the Commission, please find an original and three (3) copies of the above referenced company's Application for Approval to Offer, Render, Furnish or Supply Facilities-Based Competitive Local Exchange and Interexchange Telecommunications Services AND Resold Competitive Local Exchange and Interexchange Telecommunications Services within the State of Pennsylvania and its initial Tariff, along with a \$250.00 check for filing fees.

In addition, enclosed is a duplicate copy of this letter. Please date-stamp the duplicate and return it to me in the enclosed postage-paid envelope.

Should you have any questions concerning this filing, please contact me.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

Patrick D. Crocker

PDC/omr

enc

c Certificate of Service

RECEIVED

JUL 27 2006

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

97

**Application of:**  
COMMON POINTE NETWORKS OF PENNSYLVANIA, LLC for approval to offer, render, furnish or supply Facilities-Based Competitive Local Exchange Services to the public in the Commonwealth of Pennsylvania

A-311420

**Application of:**  
COMMON POINTE NETWORKS OF PENNSYLVANIA, LLC for approval to offer, render, furnish or supply Resold Competitive Local Exchange Services to the public in the Commonwealth of Pennsylvania

DOCUMENT  
FOLDER

**Application of:**  
COMMON POINTE NETWORKS OF PENNSYLVANIA, LLC for approval to offer, render, furnish or supply Intrastate Interexchange Toll Reseller Telecommunications Services to the public in the Commonwealth of Pennsylvania.

**Application of:**  
COMMON POINTE NETWORKS OF PENNSYLVANIA, LLC for approval to offer, render, furnish or supply Facilities-Based Intrastate Interexchange Toll Telecommunications Services to the public in the Commonwealth of Pennsylvania.

- 1. **IDENTITY OF THE APPLICANT:** The name, address, telephone number, and fax number of the Applicant.

Common Pointe Networks of Pennsylvania, LLC  
200 South Wacker Drive, Suite 3100  
Chicago, IL 60606  
Telephone: (312) 642-6286  
Facsimile: (312) 264-0179

DOCKETED

AUG 28 2006

Please identify any predecessors of the Applicant and provide other names under which the Applicant has operated within the preceding five years, including name, address, and telephone number. **Not applicable**

- 2. **ATTORNEY:** The name, address, telephone number, and fax number of the Applicant's attorney.

Patrick D. Crocker  
Early, Lennon, Crocker & Bartosiewicz, P.L.C.  
900 Comerica Building  
Kalamazoo, MI 49007  
Telephone: (269) 381-8844  
Facsimile: (269) 381-8822

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JUL 27 2006

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**3. CONTACTS:**

- (A) **APPLICATION:** The name, title, address, telephone number, and fax number of the person to who questions about this application should be addressed.

**Patrick D. Crocker**  
**Early, Lennon, Crocker & Bartosiewicz, P.L.C.**  
**900 Comerica Building**  
**Kalamazoo, MI 49007**  
**Telephone: (269) 381-8844**  
**Facsimile: (269) 381-8822**

- (B) **PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA):** The name, title, address, telephone number and FAX number of the person with who contact should be made by PEMA.

**John Barnicle, CEO**  
**Common Pointe Networks of Pennsylvania, LLC**  
**200 South Wacker Drive, Suite 3100**  
**Chicago, IL 60606**  
**Telephone: (312) 642-6286**  
**Facsimile: (312) 264-0179**

- (C) **RESOLVING COMPLAINTS:** Name, address, telephone number, and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints and queries filed with the Public Utility Commission or other agencies.

**Customer Service**  
**Common Pointe Networks of Pennsylvania, LLC**  
**200 South Wacker Drive, Suite 3100**  
**Chicago, IL 60606**  
**Telephone: (312) 642-6286**  
**Facsimile: (312) 264-0179**  
**Toll Free: (866) 380-2721**

**John Barnicle, CEO**  
**Common Pointe Networks of Pennsylvania, LLC**  
**200 South Wacker Drive, Suite 3100**  
**Chicago, IL 60606**  
**Telephone: (312) 543-1660**  
**Facsimile: (312) 264-0179**

**4. FICTITIOUS NAME:**

- The Applicant will not be using a fictitious name.
- The Applicant will be using a fictitious name. Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. §311, Form PA-953.

**5. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**

- The Applicant is a sole proprietor.
- The Applicant is a:
- General partnership
  - Domestic limited partnership (15 Pa. C.S. §8511)
  - \*Foreign limited partnership (15 Pa. C.S. §8582)
  - Domestic registered limited liability partnership (15 Pa. C.S. §8201)
  - \*Foreign registered limited liability general partnership (15 Pa. C.S. §8211)

\*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

Attach to the application the name and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

**Attach to the application proof of compliance with appropriate Department of State filing requirements as indicated above.**

- The Applicant is a:
- Domestic corporation (15 Pa. C.S. §1306)
  - \*Foreign corporation (15 Pa. C.S. §4124)
  - Domestic limited liability company (15 Pa. C.S. §8913)
  - \*Foreign limited liability company (15 Pa. C.S. §8981)

\*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

Attach to the application proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation or a Certificate of Organization.

**Applicant is organized in the State of Pennsylvania. A copy of the Certificate of Organization is attached as Exhibit A.**

**Commercial Registered Office Provider:  
Corporation Guarantee and Trust Company  
3331 Street Road, Suite 110  
Bensalem, PA 19020**

Give name and address of officers:

**John Barnicle, CEO  
200 South Wacker Drive, Suite 3100  
Chicago, IL 60606**

**Richard Knight, President  
200 South Wacker Drive, Suite 3100  
Chicago, IL 60606**

**Thomas Glavan, Vice President  
200 South Wacker Drive, Suite 3100  
Chicago, IL 60606**

**6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:**

- The Applicant has no affiliates doing business in Pennsylvania or predecessors that have done business in Pennsylvania.
- The Applicant has affiliates doing business in Pennsylvania or predecessors that have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates. *If the Applicant or an affiliate has a predecessor who has done business within Pennsylvania, give name and address of the predecessors and state whether they were jurisdictional public utilities. Give the docket numbers for the authority of such predecessors.*

**7. AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA:**

- The Applicant has no affiliates rendering or predecessors that rendered public utility service outside Pennsylvania.
- The Applicant has affiliates rendering or predecessors that rendered public utility service outside Pennsylvania. Name and address of the affiliates. Name and address of the predecessors (please specify which).

**8. APPLICANT'S PRESENT OPERATIONS:** (Select and complete the appropriate statement)

- The applicant is not presently doing business in Pennsylvania as a public utility.
- The applicant is presently doing business in Pennsylvania as a:
  - Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
  - Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
  - Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
  - Competitive Local Exchange Carrier:
    - Facilities-Based
    - UNE-P
    - Data Only
    - Reseller
  - Incumbent Local Exchange Carrier.
  - Other (Identify).

9. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a(n):
- Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
  - Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
  - Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
  - Competitive Local Exchange Carrier:
    - Facilities-Based
    - UNE-P
    - Data Only
    - Reseller
  - Incumbent Local Exchange Carrier.
  - Other (Identify).

10. **PROPOSED SERVICES:** Describe in detail the services that the Applicant proposes to offer. If proposing to provide more than one category in Item #9, clearly and separately delineate the services within each proposed operation.

- a. **Applicant proposes to provide competitive local exchange services on a resold basis.**
- b. **Applicant seeks authority to offer a full range of resold "1+" interexchange telecommunications services. Specifically, Applicant seeks authority to provide MTS, 1+, 800 & 888, out-WATS, in-WATS, and calling card services.**
- c. **Applicant will not construct or deploy any telecommunications facilities in the near future. However, Applicant is requesting authority to include such plans in case future market conditions warrant. In that case, Applicant may install simple soft-switch technologies. Applicant would not construct and deploy conduits, ducts, poles, wires, traditional end-office switches, or other facilities.**

11. **SERVICE AREA:** Describe the geographic service area in which the Applicant proposes to offer services. Clearly and separately delineate the service territory for each category listed in Item #9. For Competitive Local Exchange Carrier operations, you must name and serve the Incumbent Local Exchange Carriers in whose territory you request authority.

**Applicant proposes to offer resold competitive local exchange services in the Verizon PA, Verizon North and The United Telephone Company of Pennsylvania service areas.**

**Applicant proposes to provide interexchange services throughout the Commonwealth of Pennsylvania.**

**Initially, Applicant will not be providing facilities-based services. See 10c. above.**

12. **MARKET:** Describe the customer base to which the Applicant proposes to market its services. Clearly and separately delineate a market for each category listed in Item #9.

**Applicant intends to market interexchange services to business customers.**

**Applicant intends to market resold competitive local exchange services to business customers.**

**Initially, Applicant will not be providing facilities-based services. See 10c. above.**

13. **PROPOSED TARIFF(S):** Each category of proposed operations must have a separate and distinct proposed tariff setting forth the rates, rules and regulations of the Applicant. Every proposed tariff shall state on its cover page the nature of the proposed operations described therein, i.e., IXC Reseller, CLEC, CAP, or IXC Facilities-based. A copy of all proposed tariffs must be appended to each original and duplicate original and copy of Form 377.

**A proposed CLEC tariff is attached hereto as Exhibit B.**

**Pursuant to Act 183, 66 Pa.C.S. § 3018(b)(2), Applicant chooses the option to detariff. As such, no IXC tariff is attached to this Application.**

**Applicant is seeking authority as a facilities-based CLEC but will not construct or deploy any telecommunications facilities in the near future. As such, Applicant is not filing a separate Switched Access Tariff at this time, but will file the appropriate tariff prior to offering any facilities-based services.**



**14. FINANCIAL: Attach the following to the Application:**

- A general description of the Applicant's capitalization and, if applicable, its corporate stock structure;
- Current balance sheet, Income Statement, and Cash Flow Statement of Applicant or Affiliated Company, if relying on affiliate for financial security;
- A tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania; provide the name, title, address, telephone number and fax number of the Applicant's custodian for its accounting records and supporting documentation; and indicate where the Applicant's accounting records and supporting documentation are, or will be, maintained.
- If available, include bond rating, letters of credit, credit reports, insurance coverage and reports, and major contracts.

**Applicant attaches financial qualifications as Exhibit C.**

**15. START DATE:** The Applicant proposes to begin offering services on or about January 2007.

**16. FURTHER DEVELOPMENTS:** Attach to the Application a statement of further developments planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

**The Applicant is under a continuing obligation to amend this Application if any matter asserted herein changes during the pendency of the Application or while the Applicant is providing utility service within the Commonwealth.**

**17. NOTICE:** Pursuant to 52 Pa. Code §5.14, you are required to serve a copy of the signed and verified Application, with attachments, on the below-listed parties, and file proof of such service with this Commission:

Office of Consumer Advocate  
555 Walnut Street  
5th Floor, Forum Place  
Harrisburg, PA 17101-1923

Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

***A certificate of service must be attached to the Application as proof of service that the Application has been served on the above-listed parties. A copy of any Competitive Local Exchange Carrier Application must also be served on any and/or all Incumbent Local Exchange Carrier(s) in the geographical area where the Applicant proposes to offer services.***

18. **FEDERAL TELECOMMUNICATIONS ACT OF 1996:** State whether the Applicant claims a particular status pursuant to the Federal Telecommunications Act of 1996. Provide supporting facts.

**Applicant claims no particular status at this time; however, Applicant reserves the right to claim a particular status under the Federal Telecommunications Act of 1996.**

19. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, limited to proceedings dealing with business operations in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

**No person or entity identified in this Application has been convicted of a crime involving fraud or similar activity.**


20. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§4903 and 4904, relating to perjury and falsification in official matters.

**Yes.**

21. **CESSATION:** The Applicant understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.

**Yes.**

Applicant: Common Pointe Networks of Pennsylvania, LLC

By:   
Richard Knight

Title: President

22. -AFFIDAVIT: Attach to the Application an affidavit as follows:

**AFFIDAVIT**

State of ILLINOIS :  
: ss.  
County of COOK :

Richard Knight, Affiant, being duly sworn according to law, deposes and says that:  
Affiant is the President of Common Pointe Networks of Pennsylvania, LLC;  
That Affiant is authorized to and does make this affidavit for said company;

That Common Pointe Networks of Pennsylvania, LLC, the Applicant herein, acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; with the Federal Telecommunications Act of 1996, signed February 6, 1996, or with other applicable statutes or regulations;

That Common Pointe Networks of Pennsylvania, LLC, the Applicant herein, asserts that Affiant possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That Common Pointe Networks of Pennsylvania, LLC, the Applicant herein, asserts that Affiant has contacted the appropriate 911 Coordinator(s) via certified letter, from the list provided from the PUC web site (<http://www.puc.paonline.com>), and that arrangements are under way for the provisioning of emergency 911 service in each of the Counties/Cities where service is to be provided. The applicant certifies Affiant has attached a copy of the 911 Coordinator list indicating each 911 Coordinator contacted.

That the facts above set forth are true and correct to the best of Affiant knowledge, information and belief, and that Affiant expects said entity to be able to prove the same at any hearing thereof.

*Richard Knight*  
Richard Knight, President

Sworn and subscribe before me this 14<sup>th</sup> day of March 2006.

*Carolyn I. Parducho*  
NOTARY PUBLIC  
CAROLYN I. PARDUCHO  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: Nov. 25, 2007  
P. O. Box BH Hagatna, Guam 96932

23. §1.36 Verification.

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**Verification**

---

*I, Richard Knight, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief), and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).*

3/14/06      Richard Knight  
Date                      Signature

**EXHIBIT A**

**Articles of Organization**

**PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU**

**Certificate of Organization  
Domestic Limited Liability Company  
(15 Pa.C.S. § 8913)**

Name <b>Corporation Guarantee&amp;Trust Company (JAC)</b>		
Address <b>3331 Street Road, Suite 110</b>		
City <b>Bensalem,</b>	State <b>PA</b>	Zip Code <b>19020</b>

Document will be returned to the name and address you enter to the left.

←

Fee: \$125

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (*designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation*):  
**COMMON POINTE NETWORKS OF PENNSYLVANIA, LLC**

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street	City	State	Zip	County
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(b) Name of Commercial Registered Office Provider <b>c/o: Corporation Guarantee and Trust Company</b>	County <b>Bucks</b>
--	------------------------

3. The name and address, including street and number, if any, of each organizer is (*all organizers must sign on page 2*):

Name	Address
<b>Common Pointe Networks, LLC</b>	<b>27 North Wacker, Suite 444, Chicago, IL 60606</b>

Commonwealth of Pennsylvania  
CERTIFICATE OF ORGANIZATION 3 Page(s)



T0609764098

PA DEPT. OF STATE

APR 03 2006

4. ~~Strike out if inapplicable term~~  
~~A member's interest in the company is to be evidenced by a certificate of membership interest.~~

5. ~~Strike out if inapplicable;~~  
~~Management of the company is vested in a manager or managers.~~  
~~Members~~

6. The specified effective date, if any is: \_\_\_\_\_  
month date year hour, if any

7. ~~Strike out if inapplicable: The company is a restricted professional company organized to render the following~~  
~~restricted professional service(s):~~

\_\_\_\_\_

\_\_\_\_\_

8. For additional provisions of the certificate, if any, attach an 8 1/2 x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have)  
signed this Certificate of Organization this  
21 day of March 2006 .

Richard [Signature]  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**EXHIBIT B**

**Proposed CLEC Tariff**



COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

for Facilities-based and Resold Services

in the Territories of Verizon Pennsylvania, Inc.

and

The United Telephone Company of Pennsylvania

This Local Exchange Tariff is in concurrence with Chapters 63 and 64 of 52 Pa. Code. Provisions contained in this Tariff which are inconsistent with the Pennsylvania Public Utility Code (66 pa. C.S), 52 Pa. Code, the Telecommunications Act of 1996, or the Commission's Regulations and Orders will be deemed inoperative and superseded.

Service is provided in the following counties:

- |            |            |                |              |
|------------|------------|----------------|--------------|
| Adams      | Cumberland | Lycoming       | Warren       |
| Allegheny  | Dauphin    | McKean         | Washington   |
| Armstrong  | Delaware   | Mercer         | Wayne        |
| Beaver     | Elk        | Mifflin        | Westmoreland |
| Bedford    | Erie       | Monroe         | Wyoming      |
| Berks      | Fayette    | Montgomery     | York         |
| Bradford   | Forest     | Montour        |              |
| Blair      | Franklin   | Northampton    |              |
| Bucks      | Fulton     | Northumberland |              |
| Butler     | Greene     | Perry          |              |
| Cambria    | Huntingdon | Pike           |              |
| Cameron    | Indiana    | Potter         |              |
| Carbon     | Jefferson  | Schuylkill     |              |
| Centre     | Juniata    | Snyder         |              |
| Chester    | Lackawanna | Somerset       |              |
| Clarion    | Lancaster  | Sullivan       |              |
| Clearfield | Lawrence   | Susquehanna    |              |
| Clinton    | Lebanon    | Tioga          |              |
| Columbia   | Lehigh     | Union          |              |
| Crawford   | Luzerne    | Venango        |              |

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JUL 27 2006

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

Exchange boundary maps concur with Verizon Pennsylvania Inc. Tariff 180A.

Issued:

Effective:

Issue by: John Barnicle, CEO  
COMMON POINTE NETWORKS OF PENNSYLVANIA, LLC  
200 South Wacker Drive, Suite 3100  
Chicago, IL 60606

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**


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**CHECK SHEET**

Pages inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
Title		Original	2	17	Original	<b>Section 5</b>		
Preface	1	Original	2	18	Original	5	1	Original
Preface	2	Original	2	19	Original	5	2	Original
Preface	3	Original	2	20	Original	5	3	Original
Preface	4	Original	2	21	Original	5	4	Original
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Preface	6	Original	2	23	Original	5	6	Original
Preface	7	Original	2	24	Original	5	7	Original
Preface	8	Original	2	25	Original	5	8	Original
Preface	9	Original	2	26	Original	5	9	Original
			2	27	Original	5	10	Original
Definitions	1	Original	2	28	Original	5	11	Original
Definitions	2	Original	2	29	Original	5	12	Original
Definitions	3	Original	2	30	Original	5	13	Original
Definitions	4	Original	<b>Section 3</b>			5	14	Original
Definitions	5	Original	3	1	Original	5	15	Original
Definitions	6	Original	3	2	Original	5	16	Original
<b>Section 1</b>			3	3	Original	5	17	Original
1	1	Original	3	4	Original	<b>Section 6</b>		
<b>Section 2</b>			3	5	Original	6	1	Original
2	1	Original	<b>Section 4</b>			6	2	Original
2	2	Original	4	1	Original	6	3	Original
2	3	Original	4	2	Original	6	4	Original
2	4	Original	4	3	Original	6	5	Original
2	5	Original	4	4	Original	6	6	Original
2	6	Original	4	5	Original	6	7	Original
2	7	Original	4	6	Original	6	8	Original
2	8	Original	4	7	Original	6	9	Original
2	9	Original	4	8	Original	6	10	Original
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2	11	Original				6	12	Original
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2	13	Original						
2	14	Original						
2	15	Original						
2	16	Original						

Issued:

Effective:

Issue by: John Barnicle, CEO  
COMMON POINTE NETWORKS OF PENNSYLVANIA, LLC  
200 South Wacker Drive, Suite 3100  
Chicago, IL 60606

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

CHECK SHEET

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Section 7

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7	4	Original
7	5	Original
7	6	Original
7	7	Original

Issued:

Effective:

Issue by: John Barnicle, CEO  
COMMON POINTE NETWORKS OF PENNSYLVANIA, LLC  
200 South Wacker Drive, Suite 3100  
Chicago, IL 60606

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 COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF
 

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 Issued:

Effective:

Issue by: John Barnicle, CEO  
 COMMON POINTE NETWORKS OF PENNSYLVANIA, LLC  
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**EXPLANATION OF SYMBOLS**

A revision of a Tariff page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the page, are used to signify:

C - Change

D - Decrease

I - Increase

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Effective:

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**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> 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 tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level;
  - 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).1.
  - 2.1.1.A.1.(a).1.(i).
  - 2.1.1.A.1.(a).1.(i).(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 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 (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**DEFINITIONS****AGENCY**

For 911 or E911 service, the government agency(ies) designated as having responsibility for the control and staffing of the emergency report center.

**ALTERNATE ROUTING ("AR")**

Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes for a period (night service).

**AUTHORIZED USER**

A person, corporation or other entity that is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

**ATTENDANT**

An operator of a PBX console or telephone switchboard.

**AUTOMATIC LOCATION IDENTIFICATION ("ALI")**

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc) will be identified with the address of the telephone number at the main location.

**AUTOMATIC NUMBER IDENTIFICATION ("ANI")**

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

**CALL INITIATION**

The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

**CALL TERMINATION**

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

**CARRIER**

COMMON POINTE NETWORKS OF PENNSYLVANIA, LLC, the issuer of this tariff.

**CENTRAL OFFICE**

An operating office of the Company where connections are made between telephone exchange lines.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**DEFINITIONS****CENTRAL OFFICE LINE**

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

**CHANNEL**

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

**COMPANY**

COMMON POINTE NETWORKS OF PENNSYLVANIA, LLC the issuer of this tariff.

**COMMISSION**

Pennsylvania Public Utility Commission

**CUSTOMER**

The person, firm, corporation, or other entity, which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

**CUSTOMER PREMISES EQUIPMENT ("CPE")**

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

**DEFAULT ROUTING ("DR")**

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

**DIAL PULSE ("DP")**

The pulse type employed by a rotary dial station set.

**DIRECT INWARD DIAL ("DID")**

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

**DIRECT OUTWARD DIAL ("DOD")**

A service attribute that allows individual station users to access and dial outside numbers directly.

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Issued:

Effective:

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“COMPETITIVE LOCAL EXCHANGE” CARRIER TARIFF

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**DEFINITIONS**

**DUAL TONE MULTI-FREQUENCY (“DTMF”)**

The pulse type employed by tone dial station sets. (Touch tone)

**E911 SERVICE AREA**

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

**E911 CUSTOMER**

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

**EXCHANGE**

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

**EXCHANGE ACCESS LINE**

A central office line furnished for direct or indirect access to the exchange system.

**EXCHANGE SERVICE**

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber’s premises.

**FINAL ACCOUNT**

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

**FLAT RATE SERVICE**

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**DEFINITIONS****HANDICAPPED PERSON**

A person, who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person," when used in connection with a person having a speech or hearing impairment, which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

**INTERFACE**

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

**INTERRUPTION**

The inability to complete calls, either incoming or outgoing or both, due to Company facilities' malfunction or human errors.

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**DEFINITIONS****LATA**

"Local Access and Transport Area" is the area within which the Company provides local and long distance ("intraLATA") service. Long distance companies provide service for calls to numbers outside the area ("interLATA").

**LINK**

The physical facility from the network interface on an end-user or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

**LOCAL CALL**

A call that, if placed by a customer over the facilities of the Company, is not rated as a toll call.

**LOCAL CALLING AREA**

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

**LOCAL SERVICE**

Telephone exchange service within a local calling area.

**LOOP START**

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

**LOOPS**

Segments of a line, which extends from the serving central office to the originating and to the terminating point.

**MESSAGE RATE SERVICE**

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

**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.

**MULTILINE HUNT**

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**DEFINITIONS****ON-NET**

Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

**PORT**

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

**PRIVATE BRANCH EXCHANGE SERVICE ("PBX")**

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

**RATE CENTER**

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

**REFERRAL PERIOD**

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

**SELECTIVE ROUTING ("SR")**

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

**TOLL CALL**

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

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**SECTION 1 - APPLICATION OF TARIFF**

1.1 Application of Tariff

This Tariff sets forth the service offerings, rates, terms and conditions applicable to switched services provided by Company as follows:

The furnishing of local exchange end-user communications services to nonresidential customers within the Commonwealth of Pennsylvania.

Initially, the Company will not offer service to residential customers. If at any time it does, the Company will comply with all relevant rules and regulations listed in this tariff.

1.1.1 Service Territory

COMMON POINTE NETWORKS OF PENNSYLVANIA, LLC will provide service within the service areas of Verizon Pennsylvania Inc. and The United Telephone Company of Pennsylvania.

1.1.2 Availability

Service is available where facilities permit.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.1 Use of Facilities and Service****2.1.1 Obligation of the Company**

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. 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 Commonwealth of Pennsylvania.

- 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 some 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.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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**SECTION 2 - GENERAL RULES AND REGULATIONS**

## 2.1 Use of Facilities and Service (continued)

## 2.1.2 Limitations on Liability

- 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, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company.
- 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.
- 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 Customer-provided equipment or facilities.

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**SECTION 2 - GENERAL RULES AND REGULATIONS**

## 2.1 Use of Facilities and Service (continued)

## 2.1.2 Limitations on Liability (continued)

- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. 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, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 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. The Company is not liable for any claims for loss or damages involving:
- (1) Breach in the privacy or security of communications transmitted over the Company's facilities;
  - (2) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
  - (3) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
  - (4) Any act or omission in connection with the provision of 911, E911 or similar services;
  - (5) Any noncomplete call due to network busy conditions.

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**SECTION 2 - GENERAL RULES AND REGULATIONS**

## 2.1 Use of Facilities and Service (continued)

## 2.1.2 Limitations on Liability (continued)

H. The Company shall be indemnified, defended 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.

(1) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

(2) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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Issued:

Effective:

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200 South Wacker Drive, Suite 3100  
Chicago, IL 60606

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**SECTION 2 - GENERAL RULES AND REGULATIONS**

## 2.1 Use of Facilities and Service (continued)

## 2.1.2 Limitations on Liability (continued)

## H. (continued)

(3) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

(4) Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

(5) The Company's liability, if any, will be limited to the lesser of:

(a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service; or

(b) the sum of \$1,000.00.

I. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

J. Company's entire liability with respect to any service provided to customer (including without limitation with respect to the installation, delay, provisions, termination, maintenance, repair, interruption or restoration of any such services) shall not exceed an amount equal to the charge applicable for the period during which services were affected. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

K. 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.

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Issue by: John Barnicle, CEO  
COMMON POINTE NETWORKS OF PENNSYLVANIA, LLC  
200 South Wacker Drive, Suite 3100  
Chicago, IL 60606

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.1 Use of Facilities and Service (continued)****2.1.3 Use of Service**

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

**2.1.4 Use and Ownership of Equipment**

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

**2.1.5 Directory Errors**

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

- A. Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**SECTION 2 - GENERAL RULES AND REGULATIONS**

## 2.1 Use of Facilities and Service (continued)

## 2.1.5 Directory Errors (continued)

- B. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- C. Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks)
- D. Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
- E. Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- F. Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.2 Minimum Period of Service**

The Minimum Period of Service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the Minimum Period of Service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premise entirely, the period of service at each location is accumulated to calculate if the customer has met the Minimum Period of Service obligation.

If service is terminated before the end of the Minimum Period of Service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the Minimum Period of Service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

The Company may offer services, which require a minimum use guarantee ("MUG") wherein the customer agrees, in writing, to pay the minimum amount per period agreed to upon commencement of service. Customers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement.

Should the customer choose to terminate their contract prior to expiration of the term agreed to in the MUG agreement, the customer will be liable for the minimum usage requirements contained in the contract multiplied by the number of months remaining in the term, unless customer converts to another Company service with equal or greater term and minimum usage commitment. If no termination of customer's contract, customer will be liable for their monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

The initial contract period for service under this section is one month. Subsequent contract periods shall be for additional one-month periods unless otherwise specified.

**2.2.1 Termination Liability Charge**

If a Subscriber terminates business network switched or dedicated services, to include private branch exchange trunk service and PRI T-1 or comparable services, in whole or in part, before the expiration of the contract period, the Subscriber shall pay to the Company an early termination liability charge for each disconnected service(s) or feature(s) equal to the applicable monthly rate for the Company service(s) or feature(s) multiplied by the number of months remaining in the contract term.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.3 Payment for Service Rendered****2.3.1 Responsibility for All Charges**

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

**2.3.2 Deposits**

Any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two (2) months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer. The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

Advanced Payments may also be required prior to furnishing any of the following: (1) the construction of facilities and furnishing of special equipment, and (2) temporary service for short-term use.

Initially, the Company will not provide residential service. If at any time residential service is offered, it will be provided without requiring a deposit when the applicant or customer satisfies one of the following requirements: (1) applicant had service with an LEC within a period of 24 consecutive months before the date of application and meets the conditions outlined in 52 Pa. Code §64.32(1) (i)-(iv); (2) applicant verifies ownership of real property or meets residential requirements as described in 52 Pa. Code §64.32(2); (3) applicant has prior satisfactory credit history as defined in 52 Pa. Code §64.32(3); and (4) applicant provides information and verification demonstrating that he/she is not an unsatisfactory credit risk as explained in 52 Pa. Code §64.32(4).

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

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**SECTION 2 - GENERAL RULES AND REGULATIONS**

## 2.3.2 Deposits (continued)

## A. Interest on Deposits

Interest rates on customer Deposits are calculated based on the rates of interest posted for one-year US Treasury bills for the months of September, October, and November of the previous year.

## B. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.

## C. Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check. Deposits will be returned in accordance with the procedures set forth in the Commission's regulations at 52 Pa. Code §64.37.

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

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## SECTION 2 - GENERAL RULES AND REGULATIONS

## 2.3 Payment for Service Rendered (continued)

## 2.3.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly, in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S Mail, or at any location designated by the Company. All bills are presumed accurate and shall be binding on the Customer unless written notice of the disputed charge(s) is received by the Company within thirty (30) days after the invoice date. If Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the Customer shall pay the reasonable attorneys' fees and costs incurred by Company in prosecuting such proceedings and any appeals therefrom. If the Company does not receive objection within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an object may be considered or if the customer has in his or her possession such Company records. If objection results in a refund to the Customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the Company receives the overpayment.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if the Company does not receive objection within two months after the bill is rendered.

## 2.3.4 Return Check Charge

When a check, which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of **\$25.00**.

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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.3 Payment for Service Rendered (continued)****2.3.5 Late Payment Charges**

- A. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made not more than five (5) days after the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.25% per month will be applied to all unpaid and overdue amounts previously billed under this Tariff, excluding one month's local service charge. The rate, when annualized, may not exceed 15% per annum—computed by the simple interest method—and may not include previously accrued late payment charges. A late payment charge may not be assessed against an outstanding security deposit. An additional charge, fixed fee or penalty designed to recover the cost of a subsequent rebilling may not be charged.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- C. Late payment charges do not apply to final accounts.
- D. Late payment charges do not apply to government agencies of the State of Pennsylvania. These agencies are required to make payment in accordance with applicable state law.

**2.3.6 Customer Overpayments**

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.3 Payment for Service Rendered (continued)****2.3.6 Customer Overpayments (continued)**

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

**2.4 Installation Service**

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit.

**2.5 Access to Customer's Premises**

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

**2.6 Telephone Surcharges/Taxes****2.6.1 General**

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the customer's monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges, contributions and taxes (however designated) (including without limitation telephone relay service contributions, sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of the Company's services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

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200 South Wacker Drive, Suite 3100  
Chicago, IL 60606

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.7 Suspension, Termination, Discontinuation or Refusal of Service

2.7.1 Service may be terminated by the Customer prior to the expiration of the minimum contract period upon notice being given by the Customer to the Company five (5) days in advance of the desired date of termination. The Company shall thereafter render a final bill to the Customer for all services furnished and any applicable termination charges or fees as provided in this Section or elsewhere in this tariff.....

A. Specifically, in case of additional directory listings and joint user service, where the listing has appeared in the directory, the termination charges are the charges due to the end of the directory period.

B. Specifically, in the case of special equipment for which the minimum contract period is in excess of one month at the same location, the termination charges are such proportion of the sum of the cost of the equipment and of its installation, plus the cost of removal, less the salvage value of the equipment removed, as the unexpired portion of the minimum contract period bears to the full minimum contract period.

2.7.2 Service may be terminated by the Customer after the expiration of the minimum contract period, upon oral or written notice given by the Customer to the Company five (5) days in advance of the desired date of termination specifying the date on which it is desired that service be discontinued. The Company shall thereafter render a final bill to the Customer for all services furnished and any applicable termination charges or fees as provided in this tariff. The Customer shall retain responsibility for service and equipment charges until the day and time on which service is requested to be discontinued. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and service rendered.

2.7.3 The Company will suspend service in accordance with §64.61 of 52 Pa. Code. The Company may suspend or refuse service for any of the reasons stated below:

A. For failure to establish credit pursuant to applicable rules set forth in 1.5.4 preceding.

B. For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the Applicant or Customer at the same or another location, or where the Applicant or Customer at the same or another location, or where the Applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another Applicant or Customer.

C. For failure to provide Company representatives with necessary access to Company-owned service or equipment, after the Company has made a written request to do so.

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**SECTION 2 - GENERAL RULES AND REGULATIONS**

## 2.7 Suspension, Termination, Discontinuation or Refusal of Service (continued)

## 2.7.3 (continued)

- D. For failure to make payment in accordance with the terms of any deferred payment agreement.
- E. When the Company has reason to believe that a Customer has used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to disconnection.
- F. For violation or noncompliance with a Pennsylvania Public Utility Commission order.
- G. For violation or noncompliance with any rules and regulations of the Company on file with the Pennsylvania Public Utility Commission for which violation of or noncompliance with the Company is authorized by tariff to deny or refuse service.
- H. For violation of or noncompliance with municipal ordinances and/or other laws pertaining to telephone service.
- I. For failure to pay past due bill of a previous Customer of the premises to be served, provided that the Applicant for service voluntarily signed a form agreeing to assume responsibility for the bills of the previous Customer, or that the previous Customer is currently a member of the same household as the Applicant.
- J. Without notice in the event that the Customer's use of equipment adversely affects the Company's service to others.
- K. Without notice in the event that the Customer's use of equipment will endanger public safety or health.
- L. For a Customer who has not used the service for a period of 90 days and who appears, after investigation, to have left the community or who advised the Company that he or she does not desire to continue to be carried as a Customer.
- M. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair.
- N. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service.

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Chicago, IL 60606



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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.7 Suspension, Termination, Discontinuation or Refusal of Service (continued)****2.7.3 (continued)**

- O. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation.
- P. Without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
- Q. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company service(s).

2.7.4 In accordance with §64.371 of 52 Pa. Code, the Company shall mail or deliver written notice to the Customer at least 7 days before the date of suspension regardless of the grounds upon which suspension is sought, with the exception of the following: Failure to comply with the material terms of a payment agreement for toll or nonbasic service, or both. In these cases, the Company will comply with §64.81 of 52 Pa. Code.

2.7.5 In accordance with §64.62 of 52 Pa. Code, except for emergency situations, suspension or termination of Residential service for non-payment of charges may not commence on any of the following:

- A. Saturday or Sunday;
- B. A bank holiday;
- C. A holiday upon which the Company business office is closed.

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200 South Wacker Drive, Suite 3100  
Chicago, IL 60606

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.7 Suspension, Termination, Discontinuation or Refusal of Service (continued)**

2.7.6 Notice of suspension shall clearly and fully include the following information, where applicable, in conspicuous print:

- A. Reason for the proposed suspension.
- B. Statement of accounts currently due, and of a required deposit.
- C. Statement that a Restoration of Service charge will apply to have service restored after it has been suspended.
- D. Date on or after which service will be suspended unless one of the following occurs:
  1. Payment is received in full.
  2. Grounds for suspension are otherwise eliminated.
  3. A deferred payment agreement is entered into in the good faith discretion of the Company.
  4. A dispute is filed with the Company.

2.7.7 Notice of suspension of Residential Service shall not be mailed nor delivered by the Company if a notice of dispute was filed by the Customer, the dispute continues to exist, and the dispute concerns the subject matter of grounds for the proposed suspension.

2.7.8 If, at a time after the issuance of the suspension notice and before the suspension of service, a Residential Customer contacts the Company concerning the proposed suspension, an authorized employee of the Company shall fully explain in accordance with §64.74 of 52 Pa. Code, where applicable, some or all of the following:

- A. Reasons for the proposed suspension.
- B. All available methods of avoiding a suspension.
- C. Procedures for resolving disputes and informal complaints, including the address and phone number of the nearest regional Commission office.
- D. The duty of the Customer to pay a portion of a bill not honestly disputed.
- E. The duty of the Customer to restrict toll usage to 150% of the average normal toll usage.
- F. Medical emergency procedures.

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Chicago, IL 60606

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.7 Suspension, Termination, Discontinuation or Refusal of Service (continued)****2.7.8 (continued)**

G. That upon failure to timely appeal from or comply with a Company oral or written report, an informal complaint report, or an order from a formal complaint, the Company is not required to give further written notice before suspension so long as the Company makes a reasonable attempt to contact the Customer personally at least twenty-four (24) hours prior to suspension.

2.7.9 The Company shall not suspend nor refuse to restore service to a dwelling when an occupant in the dwelling is certified by a physician to be seriously ill or affected with a medical condition which will be aggravated by a complete cessation of service except where access to emergency service by telephone is retained.

Such physician certification may initially be written or oral, subject to the right of the Company to verify the certification by calling the physician or to require written confirmation within seven (7) days.

Service shall not be suspended for the period specified in the certification, however, the maximum length of the certification shall be thirty (30) days.

When service is required to be restored for emergency conditions, the Company shall make a diligent effort to have service restored on the date of the medical certification, and shall restore service by the end of the next working day.

When service is restored or suspension postponed under medical emergency procedures, the Customer shall make timely payment for all service subsequent to the restoral or postponement of suspension, and shall restrict toll usage to an amount no greater than \$25.00 in a billing period while the medical certification is in effect.

When certification expires, the original grounds for suspension are revived and the Company may suspend service without additional written notice if prior notice of suspension was given, the Customer failed to make payment arrangements, and the Company makes a reasonable attempt to contact the Customer at least twenty-four (24) hours before suspension.

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

2.7.11 Upon the Company's discontinuance of service to the Customer under this Section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

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COMMON POINTE NETWORKS OF PENNSYLVANIA, LLC  
200 South Wacker Drive, Suite 3100  
Chicago, IL 60606

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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.7 Suspension or Termination of Service (continued)**

2.7.12 In accordance with §64.121-§64.123, the Company may terminate service when at least 10 days have passed since suspension of service. Immediately after suspension of service, a termination notice which conforms to the suspension notice and indicating how the Customer may arrange to have service restored will be mailed the Customer's billing address. The termination notice will include a medical emergency restoration notice. The notice will indicate the date service will be terminated and explain that the Customer will have to request service as an applicant, subject to additional charges, if termination occurs. The Company may terminate for failure to pay a reconnection fee and to remedy the original grounds for suspension.

**2.8 Additional Provisions Applicable to Business Customers****2.8.1 Application of Rates**

A. Business rates as described in this Tariff apply to service furnished:

1. In office buildings, stores, factories and all other places of a business nature;
2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
3. At any location when the listing or public advertising indicates a business or a profession;

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200 South Wacker Drive, Suite 3100  
Chicago, IL 60606

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.8 Additional Provisions Applicable to Business Customers (continued)

2.8.1 Application of Rates (continued)

A. Business rates as described in this Tariff apply to service furnished: (continued)

4. At any location where the service includes an extension, which is at a location where business rates apply unless the extension is restricted to incoming calls;

5. At any location where the customer resells or shares exchange service;

B. Public Access Line service is classified as business service regardless of the location.

C. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

2.8.2 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to the telephone numbers assigned to any customer.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

2.8.3 Deposits

Deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

Issued:

Effective:

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200 South Wacker Drive, Suite 3100  
Chicago, IL 60606

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.8 Additional Provisions Applicable to Business Customers (continued)****2.8.4 Dishonored Checks**

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

**2.9 Additional Provisions Applicable to Residential Customers****2.9.1 Application of Rates**

Residential rates as described in this Tariff apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

**2.9.2 Telephone Number Changes**

When a residential customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to any telephone number assigned to a customer for local service.

When service in an existing location is continued for a new customer, the existing number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

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200 South Wacker Drive, Suite 3100  
Chicago, IL 60606

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**SECTION 2 - GENERAL RULES AND REGULATIONS**

## 2.9 Additional Provisions Applicable to Residential Customers (continued)

## 2.9.3 Deposits

## A. General

With the exception of customers who have established credit as defined by 2.9.B. of this Tariff, the Company may require a deposit, as described in Section 2.3.2 of this Tariff, from a residential customer who is applying for service if the customer: 1) has had service terminated for nonpayment once within the preceding six-month period, or 2) is delinquent in payment. A customer is delinquent in payment if that customer has received two consecutive telephone bills without making payment of at least one-half the total arrears due on the due date of the second bill. A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.

An existing customer is an applicant for service who was a customer of the Company within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Applicants for residential service and existing residential customers are permitted to pay deposits in installments over a period not to exceed 6 months.

A new customer is an applicant for service who has not been a customer of the Company within twelve months of making the request for service. A new customer shall not be required to post a security deposit as a condition of receiving telephone service.

A seasonal customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal customer may be required to post a deposit.

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200 South Wacker Drive, Suite 3100  
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**SECTION 2 - GENERAL RULES AND REGULATIONS**

## 2.9 Additional Provisions Applicable to Residential Customers (continued)

## 2.9.3 Deposits (continued)

## B. Established Credit

A customer has established credit if:

- (1) The customer has a recent payment history (within the preceding twelve months) with the Company unless his or her records indicate that they are delinquent in payment or have had service terminated for nonpayment. A customer who still owes money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the customer had service for three months and was not terminated for nonpayment during that period. (See Deferred Payment Agreements, 2.9.7 below)
- (2) The customer had service with a LEC within the previous 24 consecutive months, under the conditions that (a) the service was furnished in the name of the customer, and there is no unreturned equipment, (b) the service was not suspended or terminated for nonpayment during the last 12 months of service, (c) the customer does not have an unpaid balance from earlier service, and (d) the customer was not required to pay a security deposit for the earlier service.
- (3) The customer has ownership or the entry into an agreement to purchase real property located in the area served by the LEC or is renting a residence under a lease of 1 year or longer, unless the customer has had an unsatisfactory payment history as a LEC customer in the previous 2 years to the application.
- (4) The customer provides information and verification demonstrating that he or she is not a credit risk. If a credit investigation is expected to take longer than 3 business days the Telephone Company shall provide service pending completion of the investigation.
- (5) The customer has a prior satisfactory credit history for use of another utility service. The Telephone Company shall obtain from the customer authorization as a condition for completing the utility credit search.

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200 South Wacker Drive, Suite 3100  
Chicago, IL 60606



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**SECTION 2 - GENERAL RULES AND REGULATIONS**

## 2.9 Additional Provisions Applicable to Residential Customers (continued)

## 2.9.3 Deposits (continued)

## C. Deposit Refund

New deposits from a residential customer are reviewed after the first three (3) monthly bills have been rendered; if too much has been taken, the excess plus accrued interest is returned. The entire deposit plus accrued interest is returned to a residential customer either when the customer has established proper credit or after one (1) year, unless the customer is delinquent in payment, in which case the Company may continue to retain the deposit until the delinquency is satisfied.

If the service is discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

## 2.9.4 Installment Billing For Nonrecurring Charges

A residential customer may elect to pay service connection and other nonrecurring charges associated with a service order in monthly installments for up to a 12-month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

Installment billing is subject to the following restrictions:

- A. Installment billing may be used only by residential customers;
- B. Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;
- C. A customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- D. More than one installment plan may be in effect for the same customer at the same time;
- E. If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.9 Additional Provisions Applicable to Residential Customers (continued)

2.9.4 Installment Billing For Nonrecurring Charges (continued)

- F. A customer may elect to pay the unbilled charges before the expiration of the installment plan;
- G. Installment billing payments will continue even when an account is temporarily suspended;
- H. No interest or carrying charges will be applied to the outstanding balance during the installment period.

2.9.5 Adjusted Payment Schedule

A customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or her bills on a reasonable schedule that is adjusted for periodic receipt of income.

2.9.6 Suspension or Termination for Nonpayment

- A. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than six (6) business days after the date of the bill.
- B. After issuing the written notification in accordance with the terms of this Tariff, at least one attempt shall be made during non-working hours to contact the residential customer by telephone before the scheduled date of suspension/termination.
- C. Suspension/termination may occur only between the hours of 8 a.m. and 4 p.m. Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.
- D. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control, which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.9 Additional Provisions Applicable to Residential Customers (continued)****2.9.6 Suspension or Termination for Nonpayment (continued)**

- E. Nonpayment of toll charges may result in the disconnection of toll service, but will not result in the disconnection of local service.
- F. Nonpayment of nonbasic or nonregulated service charges cannot result in the disconnection of local service or regulated toll service.

**2.9.7 Deferred Payment Agreements**

Service will not be suspended or terminated unless the customer has been advised that a deferred payment plan can be arranged. An existing residential customer with three or more month's service and for who service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). Final notice of suspension/termination will advise the customer of deferred payment arrangements and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Commission. The DPA notice will be mailed no less than six days before termination of total service.

A Deferred Payment Agreement will be for a period agreed to by both the customer and the Company.

If the Company believes that the customer has the resources to pay the bill, it shall notify both the customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a DPA should be provided. A customer with medical emergencies and a customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

**2.9.8 Dishonored Checks**

When a check received from a residential customer is dishonored, the company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours. The customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the customer has not submitted a dishonored check within the past 12 months.

**2.9.9 Suspension or Termination - Abandonment**

Suspension/termination of residential service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine occupancy or authorized use, or the customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the customer seven days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the company is advised that a new customer has moved into the location.

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200 South Wacker Drive, Suite 3100  
Chicago, IL 60606

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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.9 Additional Provisions Applicable to Residential Customers (continued)****2.9.10 Backbilling for Residential Customers**

The Company shall not charge a residential customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than twenty-four months prior to the mailing of the bill or the upward adjustment unless the conduct of the customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the customer that suspension/termination of service is not permitted for charges billed in excess of six months after the service was provided. The customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the backbilling period.

**2.10 Allowances for Interruptions in Service**

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

**2.10.1 Credit for Interruptions**

- A. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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200 South Wacker Drive, Suite 3100  
Chicago, IL 60606

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**SECTION 2 - GENERAL RULES AND REGULATIONS**

## 2.10 Allowances for Interruptions in Service (continued)

## 2.10.1 Credit for Interruptions (continued)

C. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:

(1) if interruption continues for less than 24 hours:

(a) 1/30th of the monthly rate if it is the first interruption in the same billing period.

(b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

(2) if interruption continues for more than 24 hours:

(a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.

(b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions.

Two or more interruptions of 30 minutes or more during any one 24-hour period shall be considered as one interruption.

D. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

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200 South Wacker Drive, Suite 3100  
Chicago, IL 60606

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**SECTION 2 - GENERAL RULES AND REGULATIONS**

## 2.10 Allowances for Interruptions in Service (continued)

## 2.10.1 Credit for Interruptions (continued)

## E. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of measured rate service will not affect the subscriber's local call allowance during a given billing period.

## 2.10.2 Limitations on Credit Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- B. interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- C. 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;
- D. 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;
- E. interruptions of service due to circumstances or causes beyond the control of the Company.

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Issued:

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200 South Wacker Drive, Suite 3100  
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**SECTION 2 - GENERAL RULES AND REGULATIONS**

## 2.11 Automatic Number Identification

## 2.11.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

## 2.11.2 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings.

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Effective:

Issue by: John Barnicle, CEO  
COMMON POINTE NETWORKS OF PENNSYLVANIA, LLC  
200 South Wacker Drive, Suite 3100  
Chicago, IL 60606

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**SECTION 3 – CONNECTION CHARGES**

## 3.1 Connection Charge

## 3.1.1 General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service, to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

The Connection Charge is comprised of two charges:

1. Service Order
2. Premises Visit

Both charges may not be applicable in all cases.

The general application of these charges is as follows:

- A. A Service Order charge applies per customer order for all work or services ordered to be provided at one time, on the same premises, for the same customer. The charge recovers the cost of receiving, recording, and processing a customer's request for service.
- B. A Premises Visit charge applies per customer order when the company must dispatch an employee to complete a customer-requested installation or service change. Only one charge applies per customer order.

Per Premises Visit, Business:           \$100.00

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**SECTION 3 – CONNECTION CHARGES**

## 3.1 Connection Charge (continued)

## 3.1.2 Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- B. No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.
- C. The Company may from time to time waive or reduce the charge as part of a promotion.

## 3.1.3 Special Construction

## A. Basis for Cost Computation

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) a combination thereof.

## B. Basis for Rates and Charges

The costs referred to in 3.1.1 preceding may include one or more of the following items to the extent that they are applicable:

- 1. Installed cost of the facilities to be provided including estimated costs for the rearrangement of existing facilities. Cost installed include the cost of:
  - (a) equipment and materials provided or used,
  - (b) engineering, labor, and supervision,
  - (c) transportation, and
  - (d) right of way;
- 2. cost of maintenance;
- 3. depreciation on the estimated cost installed of any facility provided, based on the anticipated useful service life of the facility with an appropriate allowance for the estimated net salvage;
- 4. administration, taxes, and uncollectible revenue on the basis of reasonable average costs for these items.

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200 South Wacker Drive, Suite 3100  
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**SECTION 3 – CONNECTION CHARGES****3.2 Restoral Charges**

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service.

Restoral Charge per occurrence	\$100.00
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**3.3 Moves, Adds, Changes**

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 for the underlying service will apply as if the work had been done by the Company.

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.

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

**Change:** Change - including rearrangement or reclassification - of existing service at the same location.

	<u>Move</u>	<u>Add</u>	<u>Change</u>
Business Charge per Order:	\$50.00	\$50.00	\$50.00
Line Connection (per line)	\$100.00	\$100.00	\$100.00

**3.4 Record Order Charge**

A Record Order Charge applies for work performed by the Company in connection with receiving, recording, and processing customer requests for the following.

- A. addition of directory listings
- B. change in listed name
- C. change of address
- D. change of billing party
- E. change in listed service to non-published service, not involving a change of telephone number.

Record Work Only	\$50.00
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A Record Order Charge does not apply when a Service Order charge also applies.

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**SECTION 3 – CONNECTION CHARGES****3.5 Primary Interexchange Carrier Change Charge**

3.5.1 The customer may incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service. A charge is assessed on a change to the customer's interLATA and intraLATA provider.

Charge: \$5.00..

3.5.2 The customer may at their discretion request that the Company provide a switch function commonly known as a carrier freeze. This option allows the Customer the ability to prevent any unauthorized changing of their interexchange, intraLATA or local exchange telephone service.

This service is offered on a non-discriminatory basis and is at the sole discretion of the Customer. The Customer's request for this service must be clearly listed on a letter of agency, or, if ordered via the company's toll free number, recorded on the Company's third party verification system. There is no charge for this service.

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Issued:

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200 South Wacker Drive, Suite 3100  
Chicago, IL 60606

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**SECTION 3 – CONNECTION CHARGES****3.6 Public Pay Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan, effective October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate, interstate, and international calls that originate from any domestic pay telephone used to access Company services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the # symbol).

Whenever possible, the Public Pay 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 completion of a call, the Public Pay 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.

The Public Pay 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.

Per Call Charge:                      \$0.50

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Chicago, IL 60606

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**SECTION 4.0 - BUSINESS NETWORK SWITCHED SERVICES**

4.1 General

4.1.1 Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

4.1.2 Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

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Issued:

Effective:

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COMMON POINTE NETWORKS OF PENNSYLVANIA, LLC  
200 South Wacker Drive, Suite 3100  
Chicago, IL 60606

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 4.0 - BUSINESS NETWORK SWITCHED SERVICES****4.2 Service Descriptions and Rates**

The following Business Access Service Options are offered:

Basic Business Line Service  
PBX Trunks

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

**4.2.1 Service Establishment Charge**

This charge applies when the Company initially establishes the Customer's account for any service provided by the Company. This charge is applied in addition to any other monthly or installation charge that is associated with the service the Customer orders.

-Per Order		\$50.00
-Per Visit	(1 hour)	\$100.00
-After Hours	(1 hour)	\$200.00
Line Connection		\$100.00
Service Order		\$50.00

Custom Calling Features are also available as described in Section 5.1 of this tariff.

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Issued:

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**SECTION 4.0 - BUSINESS NETWORK SWITCHED SERVICES**

## 4.2 Service Descriptions and Rates (continued)

## 4.2.2 Basic Business Line Service

## A. General

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop Start

Pulse Type: Dual Tone Multi-Frequency (DTMF)

Directionality: Two-way, In-Only, or Out-Only, as specified by the customer.

## B. Flat Rate Basic Business Line Service

Service to points within the local calling area is included in the charge for Flat Rate Service.

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

Nonrecurring Connection Charge \$10.00

## Monthly Recurring Charges:

Business Single Line (per line) \$20.00

Business Multi-Line (per line) \$25.00

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**SECTION 4.0 - BUSINESS NETWORK SWITCHED SERVICES**

## 4.2 Service Descriptions and Rates (continued)

## 4.2.3 PBX Trunk Service

## A. General

Analog and/or digital PBX trunks are provided for connection of customer-provided PBX terminal equipment. Analog trunks are delivered on a DS0 level and digital trunks are delivered at the DS1 level. All trunks are equipped with multiline hunting.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

Each Analog Trunk has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as required for the provision of service
Signaling Type:	Loop, Ground, E&M I, II, III
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

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SECTION 4.0 - BUSINESS NETWORK SWITCHED SERVICES

4.2 Service Descriptions and Rates (continued)

4.2.3 PBX Trunk Service (continued)

B. Flat Rate Analog PBX Trunks

1. General

Service to points within the local calling area is included in the charge for Flat Rate Analog PBX Trunk Service. Local calling areas are as specified in Section 10.

2. Rates

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

Nonrecurring Connection Charge: \$10.00

Monthly Recurring Charges: \$30.00

Terminal Numbers:

1-10 lines in terminal group \$5.00

11-20 lines in terminal group \$10.00

21 + lines in terminal group \$15.00

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**SECTION 4.0 - BUSINESS NETWORK SWITCHED SERVICES**

## 4.2 Service Descriptions and Rates (continued)

## 4.2.3 PBX Trunk Service (continued)

## C. Message Rate Analog PBX Trunks

## 1. Description

Message Rate Analog PBX Trunks provide the customer with a single, analog, voice grade telephonic communications channel that can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a message rate basis. DID trunks are arranged for one-way inward calling only.

## 2. Rates

Charges for each Message Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period. Local calling areas are as specified in Section 10.

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 7.2.1 of this tariff.

Nonrecurring Connection Charge: \$10.00

Monthly Recurring Charges: \$30.00

## Terminal Numbers:

1-10 lines in terminal group \$5.00

11-20 lines in terminal group \$10.00

21 + lines in terminal group \$15.00

## 3. Message Usage Charges

Per Message Charge \$0.01

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**SECTION 4.0 - BUSINESS NETWORK SWITCHED SERVICES**

4.2 Service Descriptions and Rates (continued)

4.2.3 PBX Trunk Service (continued)

D. Analog DID Trunks

Nonrecurring Connection Charge \$10.00

Monthly Recurring Charges (per trunk) \$5.00

DID Station Numbers:

- Each Group of 20 \$1.00

- Each Group of 100 \$12.00

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SECTION 4.0 - BUSINESS NETWORK SWITCHED SERVICES

4.2 Service Descriptions and Rates (continued)

4.2.3 PBX Trunk Service (continued)

E. Digital PBX Trunk Service

1. Description

Digital PBX Trunk Service provide a customer with connection to the Company switch via a DS1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 analog voice grade telephonic communications channels. Digital PBX Trunks are provided for connection of customer-provided PBX equipment or trunk capable key systems to the Company switch. Each Digital PBX Trunk has the following characteristics:

- Terminal Interface: Channel Bank or DSX-1 panel
- Signaling Type: Loop, Ground, E&M I, II, III
- Start Dial Indicator: Immediate Wink, Delay Dial, Dial Tone
- Pulse Type: Dual Tone Multi-Frequency (DTMF)
- Directionality: In-Coming or Out-Going Only, as specified by the customer

Service to points within the local calling area is included in the charge for Digital PBX Trunk Service.

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**SECTION 4.0 - BUSINESS NETWORK SWITCHED SERVICES**

## 4.2 Service Descriptions and Rates (continued)

## 4.2.3 PBX Trunk Service (continued)

## E. Digital PBX Trunk Service (continued)

## 2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges for each Message Rate Digital PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period.

Where appropriate facilities do not exist, Special Construction charges will also apply.

Nonrecurring Connection Charge: \$250.00

Monthly Recurring Charges:

Flat Rate:

- Facility	\$100.00
- Per Active Channel (DID)	\$10.00
- Per Active Channel (DOD)	\$10.00

Message Rate:

- Facility	\$100.00
- Per Active Channel (DID)	\$10.00
- Per Active Channel (DOD)	\$10.00

## 3. Message Usage Charges

Per Message Charge \$0.01

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**SECTION 5.0 - SUPPLEMENTAL SERVICES**

## 5.1 Custom Calling Services

## 5.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

## 5.1.2 Feature Descriptions and Rates

Rates in this section are applied on a monthly basis unless otherwise specified:

**CALL WAITING** \$1.00

Provides a tone signal when a second call is coming in on a busy line.

**CALL FORWARDING-Variable** \$1.00

Permits a customer to automatically transfer all incoming calls to another dialable telephone number.

**THREE-WAY CALLING** \$1.00

Adds a third party to an established connection without operator assistance.

**SPEED CALLING - 39 Number List** \$1.00

Allows a customer to call other telephone numbers by dialing a code rather than the complete telephone number.

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**SECTION 5.0 - SUPPLEMENTAL SERVICES**

5.1 Custom Calling Services (continued)

5.1.2 Feature Descriptions and Rates (continued)

**CALL TRACE** per activation \$1.00

This feature will, upon successful customer activation, automatically trace the telephone number of the line used for the last call received by the Customer. Call Trace is provided to customers whose local Telephone Exchange Service includes only Residence lines. The company will not provide the traced number to the customer, but it will be provided to law enforcement officials upon written request of the customer.

**DISTINCTIVE RINGING** \$1.00

This feature allows a customer to designate up to ten telephone numbers from which incoming calls will have a distinctive ring. For customers with call waiting, a distinctive call-waiting signal will be received if a call from one of the designated telephone numbers is waiting.

**CALL SCREENING** \$1.00

Customer can designate 10 numbers from which incoming calls will be connected to a pre-recorded announcement that calls are not being taken now.

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**SECTION 5.0 - SUPPLEMENTAL SERVICES**

## 5.1 Custom Calling Services (continued)

## 5.1.2 Feature Descriptions and Rates (continued)

**CALLER ID** **\$3.00**

This Central Office feature provides for the display of the incoming telephone number on a customer provided display device attached to the customer's telephone or answering machine with a built-in display screen. The Caller ID feature will forward the calling number from the appropriately equipped terminating central office to the customer provided display device. The Company will forward all telephone numbers subject to technical limitations.

**CALLER ID WITH NAME** **\$5.00**

This Central Office feature is only offered to customers being served by appropriately equipped central offices and subscribing to caller ID. This feature provides for the display of the listed name associated with the telephone number from which the call is being made. The name will be delivered to a customer provided display device. The company will forward all calling names subject to technical limitations.

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**SECTION 5.0 - SUPPLEMENTAL SERVICES**

## 5.1 Custom Calling Services (continued)

## 5.1.2 Feature Descriptions and Rates (continued)

**BUSY LINE TRANSFER** \$1.00

In the event that the called telephone number is busy, this feature automatically forwards incoming calls to a predetermined telephone number served by the same central office switch, or provides inter-switch forwarding to a predetermined, dialable telephone number where technically available. If incoming calls are transferred to a number served by the same or a different central office switch, multiple calls will be transferred simultaneously provided that there are sufficient facilities to accept the calls.

*This feature is not compatible with Call Waiting or Direct Inward Dialing Service.*

**ALTERNATE ANSWERING** \$1.00

In the event that the telephone number is not answered within the Company designated parameters, normally three to four rings, this feature automatically forwards incoming calls to a predetermined, or a different central office switch, multiple calls will be transferred simultaneously provided that are sufficient facilities to accept the calls.

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**SECTION 5.0 - SUPPLEMENTAL SERVICES**

## 5.1 Custom Calling Services (continued)

## 5.1.2 Feature Descriptions and Rates (continued)

**MESSAGE WAITING TONE** \$1.00

Allows an audible signal, stutter dial tone, to be present on the line when a message is waiting.

**BUSY LINE TRANSFER,  
ALTERNATE ANSWERING,  
MESSAGE WAITING TONE** \$1.00

Allows access to all three services.

**CUSTOMER CONTROL OPTION**

Allows the customer to activate/deactivate the Busy Line Transfer and Alternate Answering features and to change the number to which the calls are forwarded.

Busy Line Transfer \$1.00

Alternate Answering \$1.00

**EASY CALL** \$1.00

Provides automatic dialing of a number when the customer's line is taken off-hook, at 7-second intervals.

**SPECIAL DELIVERY SERVICE** \$1.00

When a busy or don't answer condition exists on an outgoing call, this feature automatically forwards the calling party to a pre-determined telephone number.

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**SECTION 5.0 - SUPPLEMENTAL SERVICES**

## 5.1 Custom Calling Services (continued)

## 5.1.2 Feature Descriptions and Rates (continued)

**CALL CONTROL** **\$2.00**

Available with Residence Basic Exchange Access Service and Residence ISDN service. Customer has the ability to screen outgoing call, then block or allow calls. This feature can be activated and deactivated and provides a PIN number to the subscriber. Customer can block long distance, Operator Assisted, specific telephone numbers, prefix and/or area codes, and/or all outgoing calls.

**REMOTE CALL FORWARDING**

First	\$5.00
Second	\$5.00

Remote Call Forwarding (CO Based), provides a method to automatically transfer all incoming calls to another dialed number at all times. The dialable number is user defined. The dialed number can be either 7 or 10 digit numbers (POTS) and can be changed via a service order. No physical telephone is required at the subscribed dialed number. Multiple simultaneous call paths can be provided, with each additional path priced at the rates above. (Business Service Ordering and Line Connection Charges apply.)

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**SECTION 5.0 - SUPPLEMENTAL SERVICES**

## 5.1 Custom Calling Services (continued)

## 5.1.2 Feature Descriptions and Rates (continued)

**900 SPECIAL ACCESS CODE BLOCKING** N/C

Blocks access from a company provided Exchange Access Service to customer dialed 900 numbers.

**976 PREFIX BLOCKING SERVICE** N/C

Blocks access from a company provided Exchange Access Service to customer dialed 976 numbers.

Per Activation**AUTOMATIC CALL BACK** \$1.00

Allows a customer to return most recent incoming calls whether answered or not. If the line to which the request is made is idle, the call goes through, if the line is busy, the automatic callback continues to attempt until the line is free. The request is deactivated after 30 minutes or six unanswered ring backs if the call is not completed.

**REPEAT DIALING** \$1.00

Allows a Customer, by dialing a particular code, to redial a dialed number a specified number of times or until a party answers the call.

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**SECTION 5.0 - SUPPLEMENTAL SERVICES****5.2 Service and Promotional Trials****5.2.1 General**

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

**5.2.2 Regulations**

- A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- B. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial within the time frames set forth in 52 Pa. Code §53.60.

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**SECTION 5.0 - SUPPLEMENTAL SERVICES****5.3 Operator Assistance Surcharges****5.3.1 General**

Operator Assistance Surcharges apply when a customer utilizes either an automated or live Company operator for purposes of completing or billing a call. Operator Assistance Surcharges apply in addition to local usage or long distance usage services as identified in this tariff.

**5.3.2 Operator Assistance Surcharges -- Rate Schedule**

**PERSON-TO-PERSON** \$5.00

Operator assists caller by beginning to bill the call only when a specifically identified party answers the phone.

**BILLED TO A THIRD NUMBER** \$5.00

Operator assists the caller by billing the call to a verified number other than the station number from which the call is being made or by which the call is received.)

**COLLECT CALLS** \$5.00

Operator assists the caller by verify charges with, and billing the call to, the party receiving the call.

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**SECTION 5.0 - SUPPLEMENTAL SERVICES**

## 5.3 Operator Assistance Surcharges (continued)

## 5.3.2 Operator Assistance Surcharges -- Rate Schedule (continued)

**CALLING CARD ASSISTANCE**

Operator assists the caller by accepting and/or billing, and/or completing a call based upon information pertaining to a billable calling card.

Automated Assistance \$5.00  
(where available)

Non-Automated Assistance \$10.00

**SENT - PAID/OPERATOR ASSISTED \$5.00**

Operator assistance provided to stations capable of accepting pre-payment by terms of coin or non-calling card credit arrangements.

**BUSY LINE VERIFICATION \$5.00**

Operator assists caller by verifying the busy status of an exchange access line. Charged for each verification.

**BUSY LINE VERIFY AND INTERRUPT \$5.00**

Operator assists caller by first verifying the busy status of an exchange access line and then by interrupting the communications on the line to alert the communicating parties of the caller's need to reach the busy line.

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**SECTION 5.0 - SUPPLEMENTAL SERVICES**

5.4 Directory Services

5.4.1 General

Directory services allow customers to customize the manner in which their Company assigned telephone numbers appear in published directory and/or are used by dialable directories and Company operators. This section applies only to services provided by the Company.

5.4.2 Directory Services -- Rate Schedule

**ALPHABETICAL DIRECTORY LISTING** N/C

One listing, without charge, is provided in the alphabetical section of the directory of the local exchange area in which the Customer's premises is located. This listing is termed the primary listing and is provided for each line provided pursuant to the Company's Exchange Access Service. Where two or more lines are arranged to hunt, all of those lines so arranged constitute a separate Customer Service.

**EXTRA LISTINGS**

An Extra Listing is any listing of a name or information in connection with a Customer's access line number beyond that provided pursuant to the Alphabetical Directory Listing Service provided above.)

Per Month for each listing: \$1.00

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**SECTION 5.0 - SUPPLEMENTAL SERVICES**

## 5.4 Directory Services (continued)

## 5.4.2 Directory Services -- Rate Schedule (continued)

**PRIVATE LISTING**

A telephone number that is not listed in either the directory assistance records or the alphabetical directory or that section of the directory containing the regular alphabetical list of names of Exchange Access Customers.

Per Month for each listing: \$1.00

**SEMI-PRIVATE LISTING**

A telephone number that is not listed in the alphabetical directory or that section of the directory containing the regular alphabetical list of names of Exchange Access Customers. The telephone number is listed in the directory assistance records and will be furnished upon request of the calling party.

Per Month for each listing: \$1.00

**DIRECTORY ASSISTANCE CALL**

D.A. Call services furnish the customer with either automated or operator assisted access to the Company's Directory Services database on a dial-up basis. A maximum of two number requests will be accommodated per D.A. Call Service call.

Per Call \$1.00

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**SECTION 5.0 - SUPPLEMENTAL SERVICES**

## 5.4 Directory Services (continued)

## 5.4.2 Directory Services -- Rate Schedule (continued)

**INFORMATION CALL COMPLETION**

Information Call Completion (ICC) is available as an add-on to the Company's D.A. Call Service. ICC allows the customer to connect directly to a number requested via the Company's D.A. Call service by means of operator dialing.

Per Call Completed

\$1.00

Mobile telephone service customers will only be eligible for ICC service if an alternate billing option is used, i.e., calling card, billed-to-third number, collect and person-to-person special handling. However, should a mobile carrier request the option, the Company will provide ICC to a mobile carrier on a sent-paid basis.

## 5.5 Direct Inward Dial (DID) Service

## 5.5.1 General

DID is a service which permits incoming dialed calls to be dialed directly by a calling party station associated with a switching system located on the Carrier's Customer Premises. These lines support inbound calling traffic only.

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**SECTION 5.0 - SUPPLEMENTAL SERVICES**

## 5.5 Direct Inward Dial (DID) Service (continued)

5.5.2 Direct Inward Dial Service -- Rate Schedule

	<u>MRC</u>	<u>NRC</u>
<b>DID Trunk Termination Charges</b>		
Each DID trunk termination in central office, per trunk	\$50.00	\$50.00
Each DID trunk termination in Central Office arranged for Touch-Tone signaling.	\$50.00	\$50.00
Subsequent additions, deletions or rearrangements of DID trunk terminations in addition to above charges, per occasion.	\$50.00	\$50.00
<b>DID Number Charges</b>		
Each group of 10 assigned DID station numbers or fraction thereof, each group	\$2.00	\$2.00
Each group of 10 Reserved DID station numbers or fraction thereof, each group	\$2.00	\$2.00
<b>Business</b>		
<b>DID Service from a Remote Central Office</b>		
Mileage charges apply in addition to the rates specified preceding. Mileage charges are those specified for Foreign District Service as appropriate.		
Each new installation, addition, or rearrangement of trunks that provide DID service from a Remote Central Office, per occasion.	\$50.00	\$50.00

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**SECTION 5.0 - SUPPLEMENTAL SERVICES**

5.6 2-Way Direct Inward Dial (DID) With Call Transfer

5.6.1 General

2-Way Direct Inward Dialing (DID) with Call Transfer is a service that permits incoming calls to reach customer provided equipment, without the assistance of an attendant, and allows the transfer of those calls to another line. Touch-Tone is a standard feature of this service.

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**SECTION 5.0 - SUPPLEMENTAL SERVICES**

5.7 Miscellaneous Services

Monthly Rate

**TOLL RESTRICTION SERVICE**

Toll Restriction Service will not allow inter-MSA 1+, 0+, 0-, 10XXX, or 700 calls to be completed.

- per line equipped \$1.00

Toll billing exception that prevents third number billed and collect call is also a customer option.

**INTERCEPT REFERRAL EXTENSION SERVICE**

Provides notification to calling parties about changes in the status of the called party's telephone line. (An Add / Change Charge applies to add or change the length of months requested)

\$1.00

**TEMPORARY INTERCEPT**

Enables a Customer to have incoming calls intercepted for 1 month. (Regular Exchange Access Service billing continues and an Add/Change charge applies)

- per Central Office Line  
- per Port Intercepted

Non-Recurring Charge  
\$5.00  
\$5.00

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**SECTION 5.0 - SUPPLEMENTAL SERVICES****5.8 Customer Requested Service Suspensions**

5.8.1 At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

5.8.2 The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

<u>Period of Suspension</u>	<u>Charge</u>
- First Month or Partial Month	Regular Monthly Rate (no reduction)
- Each Additional Month (up to the one year limit)	1/2 Regular Monthly Rate

**5.9 Emergency Services (Enhanced 911)**

Allows the Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary 911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary 911 provider for display at the Public Service Answering Point (PSAP).

The Company is in compliance with all requirements of the Public Safety Emergency Telephone Act (Act 78-1990), *as amended*.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**SECTION 6 - SERVICE AREAS**

**6.1 General**

Each exchange within the Company's service area within Pennsylvania is assigned to a Zone, which is used to specify Business and Residential Local Flat and Local Measured Rates. Section 6.2 lists the Company's Pennsylvania local calling areas.

Zone One indicates contiguous exchanges and are considered local calls. All calls made to locations other than those included in Zone One are considered intraLATA toll calls.

For example, suppose a customer wanted to know how much it would cost to call Bedminster from Doylestown. They would locate Doylestown in the left column under EXCHANGE OR LOCALITY. They would then search for Bedminster in that row either under the column heading ZONE ONE CALLING AREA. Bedminster is located under ZONE ONE CALLING AREA and thus the call has a Zone One rate. If Bedminster was not located under the ZONE ONE CALLING AREA column heading it would be considered an intraLATA toll call.

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Chicago, IL 60606

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 6 - SERVICE AREAS**

## 6.1 General (continued)

## A. Company Rate Centers

For the purpose of determining measured local use and local calling areas, the Company's service area within the Commonwealth of Pennsylvania is divided into the following zones. The zones include:

Philadelphia Zone 1- Center includes all customers with the NPA/Nxx of 215/825

Chester	Darby-Ridley/Park-Sharon Hill
Doyletown	Newton
Media	UpperDarby
Lansdale	Northwales
Swarthmore	Havertown-Manoa
Linelxngtn	

Philadelphia Zone 2 - Center includes all customers with the NPA/Nxx of 267/295

Broomall-Newton Square

Philadelphia Zone 4 - Center includes all customers with the NPA/Nxx of 267/350

Cynwyd-Narbeth	Pottstown
Flourtown	Eddington-Cornwells Heights
Ardmore	Royersford
Ambler	Bristol
BrynMawr	W. Chester
Cheltenham-Elkins/Park-Jenkintown	Langhorne
Wayne	Levittown
Bethayres-Huntingdon	New Castle
Paoli-Malvern-Berwyn	Warrington
Willow Grove	Norristown
Valley Forge	Collegevl
Hatboro	Exton
Conshohocken	Northampton
Feasterville-Churchville	Chester Heights

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 6 - SERVICE AREAS**

## 6.2 Local Calling Areas

<u>Exchange or Locality</u>	<u>Zone One Calling Area</u>
Ambler	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feasterville-Churchville, Fountown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, N Wales, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove
Ardmore	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feasterville-Churchville, Fountown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove
Bethayres-Huntingdon	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feasterville-Churchville, Fountown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove
Bristol	Morrisville, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Chester Heights, Chester, Media, Swarthmore, Darby-Ridley/Park-Sharon Hill, Upper Darby, Havertown-Manoa, Broomall-Newton Square, Cynwyd-Narberth, Ardmore, Bryn Mawr, Wayne, Paoli-Malvern-Berwyn, Valley Forge, Norristown, Conshohocken, Fountown, Ambler, Cheltenham-Elkins/Park-Jenkintown, Bethayres-Huntingdon, Willow Grove, Hatboro, Feasterville-Churchville, Eddington-Cornwells Heights, Bristol, Langhorne, Levittown, Warrington, Yardley

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 6 - SERVICE AREAS**

## 6.2 Local Calling Areas

<u>Exchange or Locality</u>	<u>Zone One Calling Area</u>
Broomall-Newton Square	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feasterville-Churchville, Fountown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove
Bryn Mawr	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feasterville-Churchville, Fountown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove
Cheltenham-Elkins/ Park-Jenkintown	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feasterville-Churchville, Fountown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, N Wales, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove
Chester	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feasterville-Churchville, Fountown, Hatboro, Havertown-Manoa, Holly Oak, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove

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 COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF
 

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## SECTION 6 - SERVICE AREAS

## 6.2 Local Calling Areas

<u>Exchange or Locality</u>	<u>Zone One Calling Area</u>
Chester Heights	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feasterville-Churchville, Fountaintown, Hatboro, Havertown-Manoa, Holly Oak, Langhorne, Lenape, Levittown, Media, Mendenhall, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, W Chester, W Town, Warrington, Wayne, Willow Grove, Wilmington
Collegeville	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Center Pt., Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Collegeville, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feasterville-Churchville, Fountaintown, Green Lane, Harleysville, Hatboro, Havertown-Manoa, Langhorne, Lansdale, Levittown Warrington, Media, N Wales, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Phoenixville, Pottstown, Royersford, Schwenksville, Souderton, Swarthmore, Upper Darby, Valley Forge, Wayne, Willow Grove
Conshohocken	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feasterville-Churchville, Fountaintown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove
Cynwyd-Narberth	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feasterville-Churchville, Fountaintown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 6 - SERVICE AREAS**

## 6.2 Local Calling Areas

<u>Exchange or Locality</u>	<u>Zone One Calling Area</u>
Darby-Ridley/ Park-Sharon Hill	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feasterville-Churchville, Fountown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove
Doylestown	Ambler, Ardmore, Bedminster, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Buckingham, Carversvl, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Doylestown, Dublin, Eddington-Cornwells Heights, Feasterville-Churchville, Fountown, Hatboro, Havertown-Manoa, Hew Hope, Langhorne, Lansdale, Levittown, Linelxngtn, Media, N Wales, Newtown, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Perkasie, Philadelphia Zones 1, 2, 3, 4, Plumstedvl, Souderton, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove, Wycombe
Eddington-Cornwells Heights	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feasterville-Churchville, Fountown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove
Exton	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Chesterspg, Coatesvl, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Downingtn, Eagle, Eddington-Cornwells Heights, Exton, Feasterville-Churchville, Fountown, Glenmoore, Hatboro, Havertown-Manoa, Langhorne, Lenape, Levittown, Media, Mortonvl, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Pughtown, Swarthmore, Upper Darby, Valley Forge, W Chester, W Town, Warrington, Wayne, Willow Grove

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 6 - SERVICE AREAS**

## 6.2 Local Calling Areas

<u>Exchange or Locality</u>	<u>Zone One Calling Area</u>
Feasterville-Churchville	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feasterville-Churchville, Fountown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Newtown, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove, Wycombe
Flourtown	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feasterville-Churchville, Fountown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove
Hatboro	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feasterville-Churchville, Fountown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove
Havertown-Manoa	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feasterville-Churchville, Fountown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 6 - SERVICE AREAS**

## 6.2 Local Calling Areas

<u>Exchange or Locality</u>	<u>Zone One Calling Area</u>
Langhorne	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feastenville-Churchville, Fourtown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Morrisvl, Newtown, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove, Yardley
Lansdale	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Center Pt, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Collegevl, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Doylestown, Dublin, Eddington-Cornwells Heights, Feastenville-Churchville, Fourtown, Green Lane, Harleysvl, Hatboro, Havertown-Manoa, Langhorne, Lansdale, Levittown, Linelxngtn, Media, N Wales, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Perkasio, Philadelphia Zones 1, 2, 3, 4, Schwenksvl, Souderton, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove
Levittown	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feastenville-Churchville, Fourtown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Morrisvl, Newtown, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove, Yardley
Linelxngtn	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Buckingham, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Doylestown, Dublin, Eddington-Cornwells Heights, Feastenville-Churchville, Fourtown, Harleysvl, Hatboro, Havertown-Manoa, Langhorne, Lansdale, Levittown, Linelxngtn, Media, N Wales, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Perkasio, Philadelphia Zones 1, 2, 3, 4, Plumstedvl, Souderton, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 6 - SERVICE AREAS**

## 6.2 Local Calling Areas

<u>Exchange or Locality</u>	<u>Zone One Calling Area</u>
Media	Ambler,Cheltenham-Elkins/Park-Jenkintown Bethayres-Huntingdon, Ardmore, Bristol, Broomall-Newton Square, Bryn Mawr, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feastenille-Churchville, Fourtown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington , Wayne, Willow Grove
N Wales	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Center Pt., Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Collegevl, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Doylestown, Eddington-Cornwells Heights, Feastenille-Churchville, Fourtown, Harleysvl, Hatboro, Havertown-Manoa, Langhorne, Lansdale, Levittown, Linelxngtn, Media, N Wales, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Souderton , Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove
New Castle	Delawarecy, Hockessin, Holly Oak, Middletown, N Castle, Newark, Wilmington
Newtown	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Buckingham, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Doylestown, Eddington-Cornwells Heights, Feastenille-Churchville, Fourtown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Mortonvl, New Hope, Newtown, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove, Wycombe, Yardley
Norristown	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Center Pt., Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Collegevl, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feastenille-Churchville, Fourtown, Harleysvl, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, N Wales, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Phoenixvl, Royersford, Schwenksvl , Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 6 - SERVICE AREAS**

## 6.2 Local Calling Areas

<u>Exchange or Locality</u>	<u>Zone One Calling Area</u>
North Hampton	Allentown, Bath, Bethlehem, Catasauqua, Ironton, N Hampton, Slatington
Paoli-Malvern-Berwyn	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Chesterspg, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Downingtn, Eagle, Eddington-Cornwells Heights, Exton, Feastenille-Churchville, Fourtown, Hatboro, Havertown-Manoa, Langhorne, Lenape, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Phoenixvl, Swarthmore, Upper Darby, Valley Forge, W Chester, W Town, Warrington, Wayne, Willow Grove
Philadelphia Zone 1	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feastenille-Churchville, Fourtown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove
Philadelphia Zone 2	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feastenille-Churchville, Fourtown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove
Philadelphia Zone 4	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feastenille-Churchville, Fourtown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 6 - SERVICE AREAS**

## 6.2 Local Calling Areas

<u>Exchange or Locality</u>	<u>Zone One Calling Area</u>
Pottstown	Boyertown, Collegevl, Douglassvl, Phoenixvl, Pottstown, Pughtown, Royersford, Sassmnsvl, Schwenksvl
Royersford	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Center Pt., Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Chesterspg, Collegevl, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eagle, Eddington-Cornwells Heights, Feastenille-Churchville, Fourtown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Phoenixvl, Pottstown, Pughtown, Royersford, Schwenksvl, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove
Swarthmore	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feastenille-Churchville, Fourtown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove
Upper Darby	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, evittown, Feastenille-Churchville, Fourtown, Hatboro, Havertown-Manoa, Langhorne, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove
Valley Forge	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Collegevl, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feastenille-Churchville, Fourtown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Phoenixvl, Royersford, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove

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 COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF
 

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**SECTION 6 - SERVICE AREAS**

## 6.2 Local Calling Areas (continued)

<u>Exchange or Locality</u>	<u>Zone One Calling Area</u>
W Chester	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Downingtn, Eddington-Cornwells Heights, Exton, Feastenville-Churchville, Fourtown, Hatboro, Havertown-Manoa, Langhorne, Lenape, Levittown, Media, Mendenhall, Mortonvl, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, W Chester, W Town, Warrington , Wayne, Willow Grove
Warrington	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Buckingham, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Doylestown, Eddington-Cornwells Heights, Feastenville-Churchville, Fourtown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Linelxngtn, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington, Wayne, Willow Grove, Wycombe
Wayne	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feastenville-Churchville, Fourtown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington , Wayne, Willow Grove
Willow Grove	Ambler, Ardmore, Bethayres-Huntingdon, Bristol, Broomall-Newton Square, Bryn Mawr, Cheltenham-Elkins/Park-Jenkintown, Chester, Chester Heights, Conshohocken, Cynwyd-Narberth, Darby-Ridley/Park-Sharon Hill, Eddington-Cornwells Heights, Feastenville-Churchville, Fourtown, Hatboro, Havertown-Manoa, Langhorne, Levittown, Media, Norristown, Paoli-Malvern-Berwyn, Pennsburg, Philadelphia Zones 1, 2, 3, 4, Swarthmore, Upper Darby, Valley Forge, Warrington , Wayne, Willow Grove

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**SECTION 7 – SPECIAL SERVICES AND PROGRAMS****7.1 Discounted Service for the Hearing or Speech Impaired Customer****7.1.1 General**

A handicapped person who has been certified to the Company as having a hearing or speech impairment which requires that he or she communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a fifty percent (50%) discount on local measured rate service.

**7.1.2 Certification**

Acceptable certifications are:

- A. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the Commonwealth of Pennsylvania, or
- B. A pre-existing certification establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

**7.1.3 Qualification**

A customer qualifying for the discount is one whose impairment is such that competent authority would certify him or her as being unable to use a telephone for voice communication. See the definition of "Handicapped Person," for a listing of the necessary qualifications.

**7.1.4 Billing**

The reduction in charges is applied only at one location, designated by the impaired person.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**SECTION 7 – SPECIAL SERVICES AND PROGRAMS****7.2 Universal Emergency Telephone Number Service****7.2.1 General**

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

**7.2.2 Regulations**

- A. This service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. For this service, the municipality or government agency(s) designated by the customer as responsible for the control and staffing of the emergency report center is referred to as the "Agency".
- B. When 911 service replaces an existing emergency number, intercept service shall be the responsibility of the Agency. However, if the Agency is unable to provide this service, the operator will intercept and forward requests for emergency aid for a period of at least one year
- C. 911 service is furnished for incoming calls only.
- D. For 9-1-1 service interruptions in the city of Philadelphia, the Company has established Primary, Secondary ("alternate") and Final routing for calls to the PSAP. The Company, through its intercarrier interconnection agreements, has established direct interconnection trunking facilities with the primary incumbent local exchange carrier serving the city of Philadelphia. These trunking facilities carrying 9-1-1 traffic are directly connected with incumbent local exchange carrier's tandem switching facilities at Locust and at Market Street. Traffic is then routed by either tandem to the PSAP. Primary routing for 9-1-1 calls through the Company network will be handled through the Locust 9-1-1 tandem. If the Primary route is busy or out of service, the calls will overflow via the Secondary route to the Market St. tandem. If the Secondary route is busy or out of service, the calls will route to an announcement. The announcement will state, "All Company circuits are busy now. Please hang up and try your call again." The Company maintains insurance coverage only for liability arising from failure of the 9-1-1 or E-9-1-1 telecommunications service.
- E. The Company will not use the city of Philadelphia's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service to its customers.

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Chicago, IL 60606

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**SECTION 7 – SPECIAL SERVICES AND PROGRAMS**

## 7.2 Universal Emergency Telephone Number Service (continued)

## 7.2.2 Regulations (continued)

- F. The Company will install the city of Philadelphia's MSAG in "read only" format on one computer network and its back-up unless the Company obtains permission from the city to modify the format to make the MSAG compatible with the Company's software system. The Company will not modify the content of the city of Philadelphia's MSAG.
- G. The Company will not sell, lease, license, rent, loan, or provide or transfer the city's MSAG to any other person(s) or entity(ies) without the express written authorization of the city of Philadelphia's 9-1-1 Coordinator or his/her designee.
- H. The Company shall not modify or create any derivatives of the city of Philadelphia's MSAG or copy the city's MSAG, except that one (1) copy may be made for archival purposes only.
- I. The Company will abide by all terms and conditions regarding MSAG and the provision of 9-1-1 services required pursuant to the Pennsylvania Public Utility Commission's proceeding in any docket or dockets relating to this matter and with the entity's (county or municipality that is responsible under Act 78 or the laws of the Commonwealth of Pennsylvania) protocols for 911 service provision.
- J. The Company's liability and its obligation to furnish 9-1-1/E9-1-1 Service are limited as described by Company liability and indemnification clauses spelled out in Section 2.1 of this tariff (specifically 2.1.2) incorporated herein by reference and the laws of the Commonwealth of Pennsylvania.
- K. The Company is not an insurer of persons or property. The liability of the Company to the subscriber, the customer or any other person for a loss or injury suffered or a liability incurred by any or all of them as a result of a failure in the 9-1-1/E9-1-1 Service shall be limited in accordance with the provisions of Section 2.1.2 and Section 2.11 which are incorporated herein by reference. The subscriber or customer and any other persons who may be affected by a failure of the 9-1-1/E9-1-1 Service are advised that they should obtain insurance and take all other steps necessary to protect themselves against loss or injury which they may suffer or liability which they may incur as a result of failure of 9-1-1/E9-1-1 Service.

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200 South Wacker Drive, Suite 3100  
Chicago, IL 60606

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**SECTION 7 – SPECIAL SERVICES AND PROGRAMS****7.2 Universal Emergency Telephone Number Service (continued)****7.2.3 Conditions of Furnishing Service**

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, 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 the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not 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 the 911 service features and the equipment associated 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 the 911 service.

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COMMON POINTE NETWORKS OF PENNSYLVANIA, LLC  
200 South Wacker Drive, Suite 3100  
Chicago, IL 60606

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**SECTION 7 – SPECIAL SERVICES AND PROGRAMS****7.3 Enhanced Universal Emergency Telephone Number Service****7.3.1 General**

Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials the number 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment. The telephone user who dials the 911 number will not be charged for the call.

**7.3.2 Regulations**

- A. In addition to the following, the regulations in 7.5.2 apply.
- B. 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. The Agency shall make such operational tests as in their judgment are required to determine whether the system is functioning properly for its use. The Agency shall promptly notify the Company in the event the system is not functioning properly.
- C. E911 information, consisting of the names, addresses, and telephone numbers of all telephone customers, is confidential. The Company will release such information to the Agency periodically for the update of their systems.
- D. The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number ("ANI") and address ("ALI") associated with the originating station location are furnished to the PSAP, on a call by call basis, after an E911 call has been received.
- E. Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all 911 calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.

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Chicago, IL 60606

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**SECTION 7 – SPECIAL SERVICES AND PROGRAMS****7.3 Enhanced Universal Emergency Telephone Number Service (continued)****7.3.3 Conditions of Furnishing Service**

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, including default routing, for any losses, claims, demands, suits, or any liability, 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 the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold the Company harmless from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever, including for default routing.

The Company is not 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 the 911 service features and the equipment associated 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 the 911 service.

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COMMON POINTE NETWORKS OF PENNSYLVANIA, LLC  
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Chicago, IL 60606



COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

**SECTION 7 – SPECIAL SERVICES AND PROGRAMS**

7.4 Telecommunications Relay Service

7.4.1 General

The Pennsylvania Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the Commonwealth. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech as provided in the tariff filed by AT&T Communications of Pennsylvania, Inc.

7.4.2 Surcharge

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

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

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

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

The surcharge rates are currently in effect as of July 1, 2006.

	<u>Monthly Rate</u>
Per residence access line	\$0.08
Per business access line	\$0.09

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

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200 South Wacker Drive, Suite 3100  
Chicago, IL 60606

## **EXHIBIT C**

### **Financial Qualifications**

- Applicant's Balance Sheet, Income Statement, and Cash Flow Statement (collectively "financial statements") for the period ending June 30, 2006 are attached hereto as **Exhibit C.1**. Attached as **Exhibit C.2** are financial statements for Applicant's parent company, Common Pointe Networks, LLC, who may provide Applicant with financial support during the start-up phase.
- Applicant is a new entity and, therefore, has not filed federal or state tax returns. Accordingly, Applicant provides projected financial statements for the first five years of operations attached hereto as **Exhibit C.3**.

**EXHIBIT C.1**

**Common Pointe Networks of Pennsylvania, LLC  
Financial Statements**

**COMMON POINTE NETWORKS OF PENNSYLVANIA, LLC**

Income Statement		2003		2004		2005		6/30/2006
Total Revenue	\$	-	\$	-	\$	-	\$	-
Direct Costs	\$	-	\$	-	\$	-	\$	-
Gross Margin	\$	-	\$	-	\$	-	\$	-
SG&A	\$	-	\$	-	\$	-	\$	5,000
EBITDA	\$	-	\$	-	\$	-	\$	(5,000)
Depreciation	\$	-	\$	-	\$	-	\$	-
Interest Expense	\$	-	\$	-	\$	-	\$	-
Interest Income	\$	-	\$	-	\$	-	\$	-
Income Taxes	\$	-	\$	-	\$	-	\$	-
Net Income	\$	-	\$	-	\$	-	\$	(5,000)
 Statement of Cash Flows		 2003		 2004		 2005		 6/30/2006
Net Income	\$	-	\$	-	\$	-	\$	(5,000)
Depreciation & amortization	\$	-	\$	-	\$	-	\$	-
Other non-cash items	\$	-	\$	-	\$	-	\$	-
Change in working capital	\$	-	\$	-	\$	-	\$	-
Change in non-current assets & liabilities	\$	-	\$	-	\$	-	\$	-
Cash from Operations	\$	-	\$	-	\$	-	\$	(5,000)
Capital Expenditures	\$	-	\$	-	\$	-	\$	-
Other Investments	\$	-	\$	-	\$	-	\$	-
Cash from Investing	\$	-	\$	-	\$	-	\$	-
Issuance (Repayment) of debt	\$	-	\$	-	\$	-	\$	-
Common stock	\$	-	\$	-	\$	-	\$	-
Preferred stock	\$	-	\$	-	\$	-	\$	10,000
Other	\$	-	\$	-	\$	-	\$	-
Cash from Financing	\$	-	\$	-	\$	-	\$	-
Beginning cash balance	\$	-	\$	-	\$	-	\$	-
Change in cash	\$	-	\$	-	\$	-	\$	5,000
Ending cash balance	\$	-	\$	-	\$	-	\$	5,000

Balance Sheet		2003	2004	2005	6/30/2006
Cash & marketable securities	\$	-	\$	-	\$ 5,000
Accounts receivable	\$	-	\$	-	\$ -
Other current assets	\$	-	\$	-	\$ -
Current Assets	\$	-	\$	-	\$ 5,000
Gross PP&E	\$	-	\$	-	\$ -
Accumulated depreciation	\$	-	\$	-	\$ -
Net PP&E	\$	-	\$	-	\$ -
Other non-current assets	\$	-	\$	-	\$ -
Non-current assets	\$	-	\$	-	\$ -
Total Assets	\$	-	\$	-	\$ -
Accounts payable	\$	-	\$	-	\$ -
Short-term debt	\$	-	\$	-	\$ -
Accrued liabilities	\$	-	\$	-	\$ -
Current liabilities	\$	-	\$	-	\$ -
Long-term debt	\$	-	\$	-	\$ -
Other non-current liabilities	\$	-	\$	-	\$ -
Non-current liabilities	\$	-	\$	-	\$ -
Total Liabilities	\$	-	\$	-	\$ -
Preferred stock	\$	-	\$	-	\$ 10,000
Common stock	\$	-	\$	-	\$ -
Additional paid-in capital	\$	-	\$	-	\$ -
Deferred compensation	\$	-	\$	-	\$ -
Retained earnings (deficit)	\$	-	\$	-	\$ (5,000)
Total shareholders equity	\$	-	\$	-	\$ 5,000
Total Liabilities & Shareholders Equity	\$	-	\$	-	\$ 5,000

**EXHIBIT C.2**

**Common Pointe Networks, LLC  
Financial Statements**

**COMMON POINTE NETWORKS, LLC**

Income Statement		6/30/2006
Total Revenue	\$	-
Direct Costs	\$	-
Gross Margin	\$	-
SG&A	\$	72,450
EBITDA	\$	(72,450)
Depreciation	\$	-
Interest Expense	\$	-
Interest Income	\$	-
Income Taxes	\$	-
Net Income	\$	(72,450)

Statement of Cash Flows		6/30/2006
Net Income	\$	(72,450)
Depreciation & amortization	\$	-
Other non-cash items	\$	-
Change in working capital	\$	-
Change in non-current assets & liabilities	\$	-
Cash from Operations	\$	(72,450)
Capital Expenditures	\$	-
Other Investments	\$	-
Cash from Investing	\$	-
Issuance (Repayment) of debt	\$	-
Common stock	\$	-
Preferred stock	\$	100,000
Other	\$	-
Cash from Financing	\$	-
Beginning cash balance	\$	-
Change in cash	\$	27,550
Ending cash balance	\$	27,550

Balance Sheet		6/30/2006
Cash & marketable securities	\$	27,550
Accounts receivable	\$	-
Other current assets	\$	-
<b>Current Assets</b>	<b>\$</b>	<b>27,550</b>
Gross PP&E	\$	-
Accumulated depreciation	\$	-
Net PP&E	\$	-
Other non-current assets	\$	-
Non-current assets	\$	-
<b>Total Assets</b>	<b>\$</b>	<b>-</b>
Accounts payable	\$	-
Short-term debt	\$	-
Accrued liabilities	\$	-
Current liabilities	\$	-
Long-term debt	\$	-
Other non-current liabilities	\$	-
Non-current liabilities	\$	-
<b>Total Liabilities</b>	<b>\$</b>	<b>-</b>
Preferred stock	\$	100,000
Common stock	\$	-
Additional paid-in capital	\$	-
Deferred compensation	\$	-
Retained earnings (deficit)	\$	(72,450)
<b>Total shareholders equity</b>	<b>\$</b>	<b>27,550</b>
<b>Total Liabilities &amp; Shareholders Equity</b>	<b>\$</b>	<b>27,550</b>



**EXHIBIT C.3**

**Common Pointe Networks of Pennsylvania, LLC  
Projections**

## Annual Summary Financial Statements

## COMMON POINTE NETWORKS OF PENNSYLVANIA, LLC - PROJECTIONS

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Income Statement</b>					
Total Revenue	\$ 463,328	\$ 2,184,862	\$ 3,963,112	\$ 5,730,990	\$ 7,488,496
Direct Costs	\$ 283,317	\$ 1,000,510	\$ 1,732,646	\$ 2,464,782	\$ 3,196,866
Gross Margin	\$ 180,011	\$ 1,184,353	\$ 2,230,466	\$ 3,266,208	\$ 4,291,629
SG&A	\$ 121,205	\$ 305,212	\$ 490,585	\$ 677,978	\$ 861,992
EBITDA	\$ 58,807	\$ 879,141	\$ 1,739,881	\$ 2,588,230	\$ 3,429,638
Depreciation	\$ 37,553	\$ 95,593	\$ 153,423	\$ 211,253	\$ 269,084
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income	\$ -	\$ -	\$ -	\$ -	\$ -
Income Taxes	\$ 8,501	\$ 313,419	\$ 634,583	\$ 950,790	\$ 1,264,222
Net Income	\$ 12,752	\$ 470,129	\$ 951,875	\$ 1,426,186	\$ 1,896,332
<b>Statement of Cash Flows</b>					
Net Income	\$ 12,752	\$ 470,129	\$ 951,875	\$ 1,426,186	\$ 1,896,332
Depreciation & amortization	\$ 37,553	\$ 95,593	\$ 153,423	\$ 211,253	\$ 269,084
Other non-cash items	\$ -	\$ -	\$ -	\$ -	\$ -
Change in working capital	\$ (75,495)	\$ (147,404)	\$ (147,554)	\$ (147,329)	\$ (147,681)
Change in non-current assets & liabilities	\$ -	\$ -	\$ -	\$ -	\$ -
Cash from Operations	\$ (25,190)	\$ 418,318	\$ 957,745	\$ 1,490,111	\$ 2,017,735
Capital Expenditures	\$ (401,920)	\$ (362,880)	\$ (362,880)	\$ (362,880)	\$ (362,880)
Other Investments	\$ -	\$ -	\$ -	\$ -	\$ -
Cash from Investing	\$ (401,920)	\$ (362,880)	\$ (362,880)	\$ (362,880)	\$ (362,880)
Issuance (Repayment) of debt	\$ -	\$ -	\$ -	\$ -	\$ -
Common stock	\$ -	\$ -	\$ -	\$ -	\$ -
Preferred stock	\$ 500,000	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -
Cash from Financing	\$ 500,000	\$ -	\$ -	\$ -	\$ -
Beginning cash balance	\$ -	\$ 72,890	\$ 128,328	\$ 723,192	\$ 1,850,423
Change in cash	\$ 72,890	\$ 55,438	\$ 594,865	\$ 1,127,231	\$ 1,654,855
Ending cash balance	\$ 72,890	\$ 128,328	\$ 723,192	\$ 1,850,423	\$ 3,505,278

## Annual Summary Financial Statements (continued)

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Balance Sheet</b>					
Cash & marketable securities	\$ 72,890	\$ 128,328	\$ 723,192	\$ 1,850,423	\$ 3,505,278
Accounts receivable	\$ 142,890	\$ 366,954	\$ 591,018	\$ 815,082	\$ 1,039,146
Other current assets	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Current Assets</b>	<b>\$ 215,780</b>	<b>\$ 495,282</b>	<b>\$ 1,314,210</b>	<b>\$ 2,665,505</b>	<b>\$ 4,544,424</b>
Gross PP&E	\$ 401,920	\$ 764,800	\$ 1,127,680	\$ 1,490,560	\$ 1,853,440
Accumulated depreciation	\$ (37,553)	\$ (133,146)	\$ (286,569)	\$ (497,822)	\$ (766,906)
<b>Net PP&amp;E</b>	<b>\$ 364,367</b>	<b>\$ 631,654</b>	<b>\$ 841,111</b>	<b>\$ 992,738</b>	<b>\$ 1,086,534</b>
Other non-current assets	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Non-current assets</b>	<b>\$ 364,367</b>	<b>\$ 631,654</b>	<b>\$ 841,111</b>	<b>\$ 992,738</b>	<b>\$ 1,086,534</b>
<b>Total Assets</b>	<b>\$ 580,147</b>	<b>\$ 1,126,936</b>	<b>\$ 2,155,322</b>	<b>\$ 3,658,243</b>	<b>\$ 5,630,958</b>
Accounts payable	\$ 67,395	\$ 144,055	\$ 220,566	\$ 297,301	\$ 373,684
Short-term debt	\$ -	\$ -	\$ -	\$ -	\$ -
Accrued liabilities	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Current liabilities</b>	<b>\$ 67,395</b>	<b>\$ 144,055</b>	<b>\$ 220,566</b>	<b>\$ 297,301</b>	<b>\$ 373,684</b>
Long-term debt	\$ -	\$ -	\$ -	\$ -	\$ -
Other non-current liabilities	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Non-current liabilities</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Liabilities</b>	<b>\$ 67,395</b>	<b>\$ 144,055</b>	<b>\$ 220,566</b>	<b>\$ 297,301</b>	<b>\$ 373,684</b>
Preferred stock	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Common stock	\$ -	\$ -	\$ -	\$ -	\$ -
Additional paid-in capital	\$ -	\$ -	\$ -	\$ -	\$ -
Deferred compensation	\$ -	\$ -	\$ -	\$ -	\$ -
Retained earnings (deficit)	\$ 12,752	\$ 482,881	\$ 1,434,756	\$ 2,860,942	\$ 4,757,274
<b>Total shareholders equity</b>	<b>\$ 512,752</b>	<b>\$ 982,881</b>	<b>\$ 1,934,756</b>	<b>\$ 3,360,942</b>	<b>\$ 5,257,274</b>
<b>Total Liabilities &amp; Shareholders Equity</b>	<b>\$ 580,147</b>	<b>\$ 1,126,936</b>	<b>\$ 2,155,322</b>	<b>\$ 3,658,243</b>	<b>\$ 5,630,958</b>

**EXHIBIT D**

**911 Program Coordinators**

**Sample Letter and List**

# EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

ATTORNEYS AT LAW  
900 COMERICA BUILDING  
KALAMAZOO, MICHIGAN 49007-4752  
TELEPHONE (269) 381-8844  
FACSIMILE (269) 381-8822

GEORGE H. LENNON  
DAVID G. CROCKER  
MICHAEL D. O'CONNOR  
HAROLD E. FISCHER, JR.  
LAWRENCE M. BRENTON  
GORDON C. MILLER  
GARY P. BARTOSIEWICZ  
BLAKE D. CROCKER

ROBERT M. TAYLOR  
RON W. KIMBREL  
PATRICK D. CROCKER  
THOMAS A. BIRKHOLO  
RUSSELL B. BAUGH  
ANDREW J. VORBRICH  
TYREN R. CUDNEY  
STEVEN M. BROWN

OF COUNSEL  
JOHN T. PETERS, JR.  
VINCENT T. EARLY  
(1922-2001)  
JOSEPH J. BURCIE  
(1926-1992)  
THOMPSON BENNETT  
(1912-2004)

July 27, 2006

Coordinator  
Address  
City, PA Zip

Dear Coordinator:

We are the attorneys for Common Pointe Networks of Pennsylvania, LLC ("Common Pointe"). We hereby notify you that Common Pointe is seeking authority from the Pennsylvania Public Utility Commission ("PUC") to provide resold and facilities-based local exchange telecommunications services in the State of Pennsylvania including your county. The interconnection agreement, between Common Pointe and the incumbent local exchange carrier, will include a provision that 911 services will be provided by the incumbent local exchange carrier, since they will be providing the switch service.

The contact person for issues relating to 911 Services is as follows:

John Barnicle, CEO  
Common Pointe Networks of Pennsylvania, LLC  
200 South Wacker Drive, Suite 3100  
Chicago, IL 60606  
Telephone: (312) 642-6286  
Facsimile: (312) 264-0179  
Toll Free: (866) 380-2721  
Email: [johnbarnicle@yahoo.com](mailto:johnbarnicle@yahoo.com)

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

  
Patrick D. Crocker

PDC/bmr

# PA Emergency Management Agency 911 Program

## 911 Coordinators

County: [A](#) [B](#) [C](#) [D](#) [E](#) [F](#) [G](#) [H](#) [I](#) [J](#) [L](#) [M](#) [N](#) [P](#) [S](#) [T](#) [U](#) [V](#) [W](#) [Y](#)

### **Adams County**

Donna Powers - 911 Coordinator  
230 Greenamyre Lane  
Gettysburg , PA 17325-2313  
Email: [dpowers@adamscounty.us](mailto:dpowers@adamscounty.us)  
Office Phone: 717-334-8603  
Fax: 717-334-1822  
[Go to top](#)

### **Allegheny County**

Robert Harvey - 911 Coordinator  
400 North Lexington Street  
Pittsburgh , PA 15208-2521  
Email: [rharvey@county.allegheny.pa.us](mailto:rharvey@county.allegheny.pa.us)  
Office Phone: 412-473-3372  
Fax: 412-473-2589  
[Go to top](#)

### **Allentown, City of**

John O'Keefe - 911 Coordinator  
1304 Fairview Street  
Allentown , PA 18102  
Email: [okeefe@allentowncity.org](mailto:okeefe@allentowncity.org)  
Office Phone: 610-437-7771  
Additional Phone: 610-437-8715/8716  
Fax: 610-437-8718  
[Go to top](#)

### **Armstrong County**

Marie Mores - 911 Coordinator  
450 East Market Street  
Kittanning , PA 16201-1409  
Email: [msmores@co.armstrong.pa.us](mailto:msmores@co.armstrong.pa.us)  
Office Phone: 724-548-3225  
Fax: 724-548-3243  
[Go to top](#)

### **Beaver County**

Wesley Hill - 911 Coordinator  
250 East End Avenue  
Beaver , PA 15009  
Email: [kjoy@co.beaver.pa.us](mailto:kjoy@co.beaver.pa.us)  
Office Phone: 724-775-1700  
Fax: 724-775-1163  
[Go to top](#)

### **Bedford County**

Pam Cober - 911 Coordinator  
130 Vondersmith Avenue  
Bedford , PA 15522  
Email: [bedema@bedford.net](mailto:bedema@bedford.net)

Office Phone: 814-623-1878

Fax: 814-623-0799

[Go to top](#)

### **Berks County**

Daphne Miller - 911 Coordinator

18th Floor

33 North 6th Street

Reading, PA 19601

Email: [dmiller@countyofberks.com](mailto:dmiller@countyofberks.com)

Office Phone: 610-655-4911

Fax: 610-655-4999

[Go to top](#)

### **Bethlehem, City of**

Frederick Mill - 911 Coordinator

10 East Church Street

Bethlehem, PA 18018-6025

Email: [millfrep@bethlehem-pa.gov](mailto:millfrep@bethlehem-pa.gov)

Office Phone: 610-865-7187

Additional Phone: 610-865-7155

Fax: 610-865-7389

[Go to top](#)

### **Blair County**

Scott Beveridge - 911 Coordinator

615 4th Street

Altoona, PA 16602

Email: [sbeveridge@winbeam.net](mailto:sbeveridge@winbeam.net)

Office Phone: 814-940-5903

Fax: 814-940-5907

[Go to top](#)

### **Bradford County**

Karin Niemeyer - 911 Coordinator

R. D. # 1

Box 179-C

Towanada, PA 18848

Email: [bc911@mail.bradfordco.org](mailto:bc911@mail.bradfordco.org)

Office Phone: 570-265-9101

Fax: 570-265-4774

[Go to top](#)

### **Bucks County**

Brenton Wiggins - 911 Coordinator

Administration Building

Broad & Court Streets

Doylestown, PA 18901

Email: [btwiggins@co.bucks.pa.us](mailto:btwiggins@co.bucks.pa.us)

Office Phone: 215-348-6630

Fax: 215-348-6689

[Go to top](#)

### **Butler County**

Frank Matis - 911 Coordinator

120 McCune Dr

Butler, PA 16001

Email: [fmatis@co.butler.pa.us](mailto:fmatis@co.butler.pa.us)

Office Phone: 724-284-5211

Fax: 724-287-8024

[Go to top](#)

**Cambria County**

Carol Peretin - 911 Coordinator  
401 Candlelight Drive  
Suite 100  
Ebensburg , PA 15931  
Email: cperetin@co.cambria.pa.us  
Office Phone: 814-472-2050  
Fax: 814-472-1439

[Go to top](#)

**Cameron County**

Kevin Johnson - 911 Coordinator  
20 E. 5th Street  
Emporium, PA 15834  
Email: camoes@cameroncountypa.com  
Office Phone: 814-486-9352  
Fax: 814-486-1139

[Go to top](#)

**Carbon County**

Mary Kruzik - 911 Coordinator  
1264 Emergency Lane  
Nequehoning, PA 18240  
Email: cc911mpk@ptd.net  
Office Phone: 570-325-3298  
Fax: 570-325-9121

[Go to top](#)

**Centre County**

Dan Tancibok - 911 Coordinator  
Willowbank Office Building  
420 Holmes Street  
Bellefonte , PA 16823  
Email: datancib@co.centre.pa.us  
Office Phone: 814-355-6800  
Fax: 814-355-6776

[Go to top](#)

**Chester County**

Edward Atkins - 911 Coordinator  
Government Service Center  
601 Westtown Road, Suite 12  
West Chester , PA 19380-0990  
Email: eatkins@chesco.org  
Office Phone: 610-344-5000  
Fax: 610-344-5050

[Go to top](#)

**Clarion County**

Marcie Emhoff - 911 Coordinator  
Clarion County Office of Emergency Services  
421 Madison Road  
Clarion, PA 16214  
Email: memhoff@oes.clarion.pa.us  
Office Phone: 814-226-1172

[Go to top](#)

**Clearfield County**



William Swatsworth - 911 Coordinator  
911 Leonard Street  
Clearfield , PA 16830-3245  
Email: ema1@clearfieldco.org  
Office Phone: 814-765-5357  
Fax: 814-768-9920  
[Go to top](#)

#### **Clinton County**

Kevin Fanning - 911 Coordinator  
22 Cree Drive  
Lock Haven, PA 17745  
Email: kfanning@clintoncountypa.com  
Office Phone: 570-893-4090  
Fax: 570-893-4044  
[Go to top](#)

#### **Columbia County**

Irene Miller - 911 Coordinator  
Court House  
P.O. Box 380  
Bloomsburg, PA 17815  
Email: imiller@columbiapa.org  
Office Phone: 570-389-5731  
Fax: 570-784-2975  
[Go to top](#)

#### **Crawford County**

Stephen Watt - 911 Coordinator  
903 Diamond Park  
Meadville , PA 16335  
Email: swatt@co.crawford.pa.us  
Office Phone: 814-724-8110  
Fax: 814-724-2563  
[Go to top](#)

#### **Cumberland County**

Theodore Wise - 911 Coordinator  
1 Courthouse Square  
Carlisle, PA 17013  
Email: twise@ccpa.net  
Office Phone: 717-240-6400  
Additional Phone: 717-532-4078  
Fax: 717-240-6406  
[Go to top](#)

#### **Dauphin County**

John Harlacker - 911 Coordinator  
911 Gibson Boulevard  
Steelton , PA 17113-1988  
Email: jharlacker@dauphinc.org  
Office Phone: 717-558-6800  
Fax: 717-558-6850  
[Go to top](#)

#### **Delaware County**

J. Lee Fulton - 911 Coordinator  
Government Center Building  
360 N. Middletown Road  
Media, PA 19063-5594

Email: [lfulton@icdc.com](mailto:lfulton@icdc.com)  
Office Phone: 610-565-8700  
[Go to top](#)

**Elk County**

Berniece Jarbeck - 911 Coordinator  
Court House  
P.O Box 448  
Ridgway , PA 15853  
Email: [bjarbeck@ncentral.com](mailto:bjarbeck@ncentral.com)  
Office Phone: 814-772-0006  
Fax: 814-772-1697  
[Go to top](#)

**Erie County**

John Grappy - 911 Coordinator  
1714 French Street  
Erie , PA 16501  
Email: [jgrappy@ecema.org](mailto:jgrappy@ecema.org)  
Office Phone: 814-451-7911  
Additional Phone: 814-454-1197  
Fax: 814-451-7930  
[Go to top](#)

**Fayette County**

L. Guy Napolillo - 911 Coordinator  
24 East Main St., 4th Floor  
Uniontown , PA 15401  
Email: [gnapolillo@fcema.org](mailto:gnapolillo@fcema.org)  
Office Phone: 724-430-1277  
Additional Phone: 724-430-9114  
Fax: 724-430-1281  
[Go to top](#)

**Forest County**

Jack Kennedy - 911 Coordinator  
R. D. # 1  
Tidioute , PA 16351  
Email: [fcsheriff@co.forest.pa.us](mailto:fcsheriff@co.forest.pa.us)  
Office Phone: 814-755-3541  
Fax: 814-755-4404  
[Go to top](#)

**Franklin County**

Jerry Flasher - 911 Coordinator  
Court House  
157 Lincoln Way East  
Chambersburg , PA 17201  
Email: [jflasher@co.franklin.pa.us](mailto:jflasher@co.franklin.pa.us)  
Office Phone: 717-264-2813  
Fax: 717-267-2813  
[Go to top](#)

**Fulton County**

Vince Joyce - 911 Coordinator  
116 West Market Street  
Suite 102  
McConnellsburg , PA 17233  
Email: [vjoyce@fultoncntypa.org](mailto:vjoyce@fultoncntypa.org)  
Office Phone: 717-485-3201

Fax: 717-485-3767

[Go to top](#)

**Greene County**

Jo Lewis - 911 Coordinator  
55 West Greene Street  
Waynesburg , PA 15370-8070  
Office Phone: 724-852-5205  
Fax: 724-627-5342

[Go to top](#)

**Huntingdon County**

John Harris - 911 Coordinator  
530 Washington Street  
Huntingdon , PA 16652  
Email: [jharris@huntingdonboro.com](mailto:jharris@huntingdonboro.com)  
Office Phone: 814-643-6821  
Fax: 814-643-2644

[Go to top](#)

**Indiana County**

Paul Beatty - 911 Coordinator  
85 Haven Drive  
Indiana , PA 15701  
Email: [pbeatty@indianacounty.org](mailto:pbeatty@indianacounty.org)  
Office Phone: 724-349-9300  
Fax: 724-465-3868

[Go to top](#)

**Jefferson County**

Tracy Zents - 911 Coordinator  
Emergency Services Building  
560 Service Road  
Brookville, PA 15825  
Email: [jefferson911@alltel.net](mailto:jefferson911@alltel.net)  
Office Phone: 814-849-3185  
Fax: 814-849-1689

[Go to top](#)

**Juniata County**

Allen Weaver - Acting 911 Coordinator  
PO Box 68  
Mifflintown , PA 17059  
Email: [aweaver@co.juniata.pa.us](mailto:aweaver@co.juniata.pa.us)  
Office Phone: 717-436-2181  
Additional Phone: 717-436-8727  
Fax: 717-436-7733

[Go to top](#)

**Lackawanna County**

Thomas Dubas - 911 Coordinator  
200 Adams Avenue  
Scranton, PA 18503  
Email: [dubast@lackawannacounty.org](mailto:dubast@lackawannacounty.org)  
Office Phone: 570-936-6700  
Fax: 570-963-6529

[Go to top](#)

**Lancaster County**

Michael Weaver - 911 Coordinator

28 South Charlotte Street  
PO Box 487  
Manheim, PA 17545-0219  
Email: [mweaver@lcwc.co.lancaster.pa.us](mailto:mweaver@lcwc.co.lancaster.pa.us)  
Office Phone: 717-664-1100  
Fax: 717-664-1127  
[Go to top](#)

**Lawrence County**  
Jeff Parish - 911 Coordinator  
110 E Lincoln Ave  
New Castle, PA 16101  
Office Phone: 724-656-4927  
[Go to top](#)

**Lebanon County**  
Dan Kauffman - 911 Coordinator  
Room 12  
County-City Building  
Lebanon , PA 17042  
Email: [dan@lebanonema.org](mailto:dan@lebanonema.org)  
Office Phone: 717-272-7621  
Fax: 717-272-9509  
[Go to top](#)

**Lehigh County**  
Laurie Bailey - 911 Coordinator  
455 West Hamilton Street  
Allentown , PA 18101  
Email: [lauriebailey@lehighcounty.org](mailto:lauriebailey@lehighcounty.org)  
Office Phone: 610-782-3087  
Fax: 610-782-3428  
[Go to top](#)

**Luzerne County**  
Alan Pugh - 911 Coordinator  
100 Young Street  
Wilkes-Barre, PA 18711,  
Email: [alanpugh@luzernecounty911.com](mailto:alanpugh@luzernecounty911.com)  
Office Phone: 570-820-4400  
Fax: 570-826-3056  
[Go to top](#)

**Lycoming County**  
Connie Turner - 911 Coordinator  
542 County Farm Road  
Suite 101  
Montoursville , PA 17754  
Email: [connie.turner@lyco.org](mailto:connie.turner@lyco.org)  
Office Phone: 570-433-4461  
Fax: 570-433-4435  
[Go to top](#)

**McKean County**  
Gerard Rettger - 911 Coordinator  
17175 Route 6  
Smethport, PA 16749  
Email: [grrettger@mckeancountypa.org](mailto:grrettger@mckeancountypa.org)  
Office Phone: 814-887-5070 x10  
Fax: 814-887-4910

[Go to top](#)

**Mercer County**

Frank Jannetti, Jr. - 911 Coordinator  
205 South Erie Street  
Mercer , PA 16137-1501  
Email: fjannetti@mcc.co.mercer.pa.us  
Office Phone: 724-662-6100  
Additional Phone: 724-652-5826  
Fax: 724-662-6145

[Go to top](#)

**Mifflin County**

Philip Lucas, Jr. - 911 Coordinator  
20 North Wayne Street  
Lewistown , PA 17044  
Email: plucas@co.mifflin.pa.us  
Office Phone: 717-248-9645  
Additional Phone: 717-242-9113  
Fax: 717-248-0300

[Go to top](#)

**Monroe County**

Gary Hoffman - 911 Coordinator  
100 Gypsum Road  
Stroudsburg , PA 18360  
Email: ghoffman@monroeco911.com  
Office Phone: 570-992-4500  
Fax: 570-402-8890

[Go to top](#)

**Montgomery County**

Steve Keeley - 911 Coordinator  
50 Eagleville Road  
Eagleville, PA 19403  
Email: skeeley@mail.montcopa.org  
Office Phone: 610-631-6535  
Fax: 610-631-6536

[Go to top](#)

**Montour County**

Walter Peters, III - 911 Coordinator  
30 Woodbine Lane  
Danville, PA 17821  
Email: montour@chilitech.net  
Office Phone: 570-271-3047  
Additional Phone: 570-275-1721  
Fax: 570-271-3078

[Go to top](#)

**Northampton County**

Richard Teasdale - 911 Coordinator  
Greystone Building  
R8 Gracedale Avenue  
Nazareth , PA 18064-9278  
Email: dteas@epix.net  
Office Phone: 610-746-3194  
Fax: 610-746-3199

[Go to top](#)

**Northumberland County**

Daniel Brida - 911 Coordinator  
Department of Public Safety  
911 Greenough Street, Suite 2  
Sunbury , PA 17801  
Email: norry7@evenlink.com  
Office Phone: 570-988-4441  
Fax: 570-988-4546  
[Go to top](#)

**Perry County**

Larry Smeigh - 911 Coordinator  
PO Box 37  
New Bloomfield , PA 17068  
Email: lsmeigh@perryco.org  
Office Phone: 717-582-2131 x2256  
Fax: 717-582-5165  
[Go to top](#)

**Philadelphia**

Joe James - 911 Coordinator  
Department of Public Safety  
Room 632, City Hall  
Philadelphia, PA 19102  
Email: Joseph.James@phila.gov  
Office Phone: 215-686-4500  
Fax: 215-686-9639  
[Go to top](#)

**Pike County**

J. Bernard Swartwood - 911 Coordinator  
Administration Building  
506 Broad Street  
Milford , PA 18337  
Email: 911@pikepa.org  
Office Phone: 570-296-3465  
Fax: 570-296-3550  
[Go to top](#)

**Potter County**

John Hetrick - 911 Coordinator  
24 Maple View Lane  
Coudersport , PA 16915  
Email: jhetrick@zitomedia.net  
Office Phone: 814-274-8900  
Additional Phone: 814-274-8184  
Fax: 814-274-8901  
[Go to top](#)

**Schuylkill County**

Scott Krater - 911 Coordinator  
435 North Centre Street  
Pottsville , PA 17901  
Email: skrater@co.schuylkill.pa.us  
Office Phone: 570-621-9911  
Fax: 570-621-9999  
[Go to top](#)

**Snyder County**

Chad Aucker - 911 Coordinator

RR #1  
Box 130-K  
Selinsgrove , PA 17870  
Email: caucker@snydercounty.org  
Office Phone: 570-372-0535  
Fax: 570-837-1859  
[Go to top](#)

**Somerset County**

David Fox - 911 Coordinator  
111 East Union Street  
Somerset , PA 15501  
Email: foxd@co.somerset.pa.us  
Office Phone: 814-445-1525  
Additional Phone: 814-893-5163  
Fax: 814-443-1090  
[Go to top](#)

**Sullivan County**

Merri Montgomery - 911 Coordinator  
Court House  
Laporte , PA 18626  
Email: suldes@epix.net  
Office Phone: 570-946-5010  
Fax: 570-946-4122  
[Go to top](#)

**Susquehanna County**

Arthur Donato - 911 Coordinator  
County Office Building  
31 Public Avenue  
Montrose , PA 18801  
Email: 911@susq911.com  
Office Phone: 570-278-4600  
Additional Phone: 570-278-4221  
Fax: 570-278-9269  
[Go to top](#)

**Tioga County**

David Cohick - 911 Coordinator  
Court House  
118 Main Street  
Wellsboro , PA 16901  
Email: tclepc@epix.net  
Office Phone: 570-724-9110  
Fax: 570-724-6819  
[Go to top](#)

**Union County**

Thomas Hess - 911 Coordinator  
103 South Second Street  
Lewisburg , PA 17837-1996  
Email: thess@unionco.org  
Office Phone: 570-523-3201  
Additional Phone: 570-568-6483  
Fax: 570-524-8708  
[Go to top](#)

**Venango County**

Steve Rembold - Acting 911 Coordinator

1052 Grandview Road  
Oil City , 16301  
Email: [srembold@co.venango.pa.us](mailto:srembold@co.venango.pa.us)  
Office Phone: 814-677-0325  
Fax: 814-677-7459  
[Go to top](#)

**Warren County**

Roger Hoffner - 911 Coordinator  
Court House  
333 Hickory Street  
Warren, PA 16365  
Email: [rhoffner@warren-county.net](mailto:rhoffner@warren-county.net)  
Office Phone: 814-723-8478  
Fax: 814-723-7895  
[Go to top](#)

**Washington County**

Jeffrey Yates - 911 Coordinator  
100 West Beau Street  
C-1  
Washington , PA 15301  
Email: [yatesj@co.washington.pa.us](mailto:yatesj@co.washington.pa.us)  
Office Phone: 724-228-6911  
Fax: 724-223-4706  
[Go to top](#)

**Wayne County**

Marty Hedgelon - 911 Coordinator  
Courthouse Annex  
Honesdale, PA 18431-1996  
Email: [yinka9@yahoo.com](mailto:yinka9@yahoo.com)  
Office Phone: 570-253-3109  
Fax: 570-273-2943  
[Go to top](#)

**Westmoreland County**

Joseph Niedzalkoski - 911 Coordinator  
911 Public Safety Road  
Greensburg , PA 15601  
Email: [jniedzal@co.westmoreland.pa.us](mailto:jniedzal@co.westmoreland.pa.us)  
Office Phone: 724-600-7320  
Additional Phone: 724-832-9491  
Fax: 724-600-7356  
[Go to top](#)

**Wyoming County**

Chuck Story - 911 Coordinator  
880 SR-6 West  
Tunkhannock, PA 18657  
Email: [chief140@prodigy.net](mailto:chief140@prodigy.net)  
Office Phone: 570-836-6161  
Fax: 570-836-8887  
[Go to top](#)

**York County**

Audrey Rychalsky - 911 Coordinator  
108 Pleasant Acres Road  
York , PA 17402  
Email: [arrychalsky@ycdes.org](mailto:arrychalsky@ycdes.org)



Office Phone: 717-840-2353

Fax: 717-840-7553

[Go to top](#)



1

Content Last Modified on 4/20/2005 8:15:12 AM

A-311420

**CERTIFICATE OF SERVICE**

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF KALAMAZOO        )

I hereby certify that I have on this date, served a true copy of the *Application of Common Pointe Networks of Pennsylvania, LLC for Approval to Offer, Render, Furnish, or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania*, pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code '5.14, on the following parties via U.S. Mail:

Office of Consumer Advocate  
555 Walnut Street  
5th Floor, Forum Place  
Harrisburg, PA 17101-1923

Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

Karine Hellwig  
United Telephone Co. of Pennsylvania  
KSOPHK0202-2D300  
6100 Spring Parkway  
Overland Park, KS 66251

Ronald Weigel  
Verizon Pennsylvania, Inc.  
Fourth Floor  
Strawberry Square  
Harrisburg PA 17101

Respectfully submitted this 27<sup>th</sup> day of July 2006.

  
Beth M. Ronfeldt

**RECEIVED**  
JUL 27 2006  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

COMMONWEALTH OF PENNSYLVANIA

DATE: August 29, 2006

SUBJECT: A-311420; A-311420F0002  
A-311420F0003

TO: Bureau of Fixed Utility Services

FROM: James J. McNulty, Secretary *ddt*

DOCUMENT  
FOLDER

Application of Common Pointe Networks of PA, LLC

We attach hereto a copy of the Application of Common Pointe Networks of PA, LLC, for approval to provide telecommunication services as an Interexchange Toll Reseller and Interexchange Toll Facilities Based Carrier to the public in the Commonwealth of Pennsylvania; and as a Facilities-Based and Resold Competitive Local Exchange Carrier to the public in the service territories of Verizon PA, Verizon North, and The United Telephone Company of Pennsylvania, which has been captioned and docketed to the above numbers.

This matter is being referred to your Bureau to schedule it for consideration by the Commission at Public Meeting.

ddt

Attachments

DOCKETED  
AUG 28 2006

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P. O. BOX 3265, HARRISBURG PA 17105-3265

IN REPLY PLEASE  
REFER TO OUR FILE

August 29, 2006

A-311420  
A-311420F0002; A-311420F0003

PATRICK D CROCKER ESQUIRE  
EARLY LENNON CROCKER AND BARTOSIEWICZ PLC  
900 COMERICA BUILDING  
KALAMAZOO MICHIGAN 49007-4752

DOCUMENT  
FOLDER

Dear Mr. Crocker:

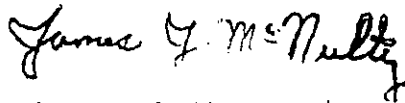
Please be advised that the Application of Common Pointe Networks of Pennsylvania, LLC, for approval to supply telecommunications services as an Interexchange Toll Reseller and Interexchange Toll Facilities Based Carrier to the public, and Facilities-Based and Resold Competitive Local Exchange Carrier to the public in the service territories of Verizon Pennsylvania, Verizon North and United Telephone Company of PA, has been reviewed and found to be in compliance with the filing requirements of the Commission's Opinion and Order entered June 3, 1996, at Docket Number M-00960799.

This matter is being referred to the Bureau of Fixed Utility Services for analysis and to schedule it for consideration by the Commission at Public Meeting.

Please be advised that Common Pointe Networks of Pennsylvania, LLC, now has provisional authority to provide certain telecommunications services in Pennsylvania. *However, this provisional authority may be revoked if, upon further Commission review, the application is found to contain deficiencies.*

Further, provisional authority carries certain obligations for Competitive Local Exchange Carriers such as filing an Annual Access Line summary Report, as well as collection and remittance of funds to certain entities, e.g., PA Telecommunications Relay Service and County 9-1-1- fee, etc.

Sincerely,



James J. McNulty  
Secretary

JJM:ddt

cc: Bureau of Fixed Utility Services

DOCKETED

AUG 28 2006

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**RECEIPT**

*The addressee named here has paid the PA P.U.C. for the following bill:*

DATE: 8/29/2006  
RECEIPT NO: 204873

COMMON POINTE NETWORKS, LLC  
5216 S. CENTRAL AVE.  
WESTERN SPRINGS IL 60558

**DOCUMENT  
FOLDER**

IN RE: Application fees for COMMON POINTE NETWORKS, LLC

Docket Number A-311420 AND A-311420F0002.....\$250.00  
A-311420F0003

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 2156  
CHECK AMOUNT: \$250.00

Michael Sobolesky  
(for Department of Revenue)

KJR

**DOCKETED**  
OCT 03 2006