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A PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

James McNulty, Secretary
Pennsylvania Public Utility Commission
North Office Building, B-20
North Street and Commonwealth Avenue
Harrisburg, Pennsylvania 17120

A-310801
A-310801 F2
A-310304
A-310560
A-310560 F2
A-310653

**Re: Notification Letter of Proposed Acquisition of Customer Accounts of
USN Communications, Inc., by CoreComm Pennsylvania, Inc.**

Dear Mr. McNulty:

CoreComm Pennsylvania, Inc. ("CoreComm PA"), and USN Communications, Inc. ("USNC") (collectively "the Parties"), by their undersigned counsel, hereby notify the Commission of the proposed acquisition by CoreComm PA of the customer accounts and incidental assets of USNC's subsidiaries authorized to provide telecommunications services in Pennsylvania pursuant to an Asset Purchase Agreement dated February 19, 1999, between CoreComm Limited ("CoreComm Ltd."), CoreComm PA's ultimate parent company, and USNC, and by order of the U.S. Bankruptcy Court for the District of Delaware.¹

On January 22, 1999, CoreComm PA filed its application with the Commission for authority to provide resold and facilities-based local exchange telecommunications services in

¹ In re USN Communications, Inc., Case No. 99-383 (PJW) (D. Del. Apr. 2, 1999). A description of the transaction between USNC and CoreComm Ltd. and the Bankruptcy Court ruling is set forth below.

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Pennsylvania.² This application was perfected on March 19, 1999, when CoreComm PA amended the application to expand its proposed service territory to cover the service territory of GTE North, Inc. and accordingly filed a new certificate of service. This application complies with the filing requirements of the Commission's Opinions and Orders, entered June 3, 1996, and September 9, 1996, respectively, in Docket Number M-00960799. Therefore, CoreComm PA currently possesses provisional authority to provide local exchange services in Pennsylvania. CoreComm PA also possesses provisional authority to resell interexchange services in Pennsylvania.³

USNC or various operating subsidiaries of USNC hold the following authorities: (1) USNC holds authority to resell interexchange services (Docket No. A-310304); (2) USN Communications Atlantic, Inc. ("USNC-AT") holds authority to resell interexchange services (Docket No. A-310560) and to provide resold and facilities-based local exchange services (Docket No. A-310560F002); and (3) USN Communications Long Distance, Inc. ("USNC-LD") holds authority to resell interexchange services (Docket No. A-310653). A description of the Parties and the transaction are provided below.

Based on discussions with Commission staff, it is the understanding of the Parties that prior approval of the sale is not required by the Commission in order to consummate the proposed transaction. Therefore, absent the receipt of written notification to the contrary, the Parties will proceed on the understanding that no approval or other formal action with respect to the proposed transaction is required by the Commission. To the extent, however, that the Commission nevertheless deems approval necessary, the Parties respectfully request that this letter be treated as an application for such approval. The Parties further request that the application be processed as expeditiously as possible in order to permit the Parties to consummate the transaction promptly.

² Application of CoreComm Pennsylvania, Inc. for Approval to Offer, Render, Furnish, or Supply Telecommunications Services as a Competitive Local Exchange Carrier to the Public in the Commonwealth of Pennsylvania, File A-310801F0002 (filed Jan. 22, 1999).

³ See Letter dated Mar. 10, 1999, from James J. McNulty, Secretary, Pennsylvania Public Utility Commission, to A. Sheba Chacko, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, Washington D.C., regarding File A-310801 (granting provisional authority to resell interexchange services to CoreComm Pennsylvania, Inc.). Another subsidiary of CoreComm Ltd., CoreComm Newco, Inc., possesses authority to operate in Pennsylvania as a reseller of interexchange telecommunications services, Docket No. A-310297.

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Description of the Companies

CoreComm PA is an indirect, wholly owned subsidiary of CoreComm Ltd. CoreComm Ltd. is a public company traded on the NASDAQ stock exchange under the symbol COMMF, with headquarters at 110 E. 59th St., New York, New York 10022.

Through its direct wholly-owned subsidiary, CoreComm Newco, Inc., CoreComm Ltd. is currently providing local and long distance, wireless, Internet and other services to both residential and business customers in Ohio. In addition to Ohio and provisional authority in Pennsylvania, CoreComm Ltd. is authorized, through wholly owned subsidiaries, to provide resold and/or facilities-based, local and/or interexchange telecommunications services in California, Colorado, Florida, Illinois, Indiana, Kentucky, Massachusetts, Michigan, Nevada, New Hampshire, New York, Rhode Island, Texas and West Virginia. It also has applications pending to provide local and interexchange services in a number of other states, and is authorized by the FCC to offer domestic interstate and international services nationwide as a non-dominant carrier.⁴

USNC is a Delaware corporation, with principal offices located at 10 S. Riverside Plaza Chicago, Illinois 60606. USNC, through various operating subsidiaries, is authorized to provide intrastate interexchange services in 48 states and to provide local telephone services in 19 states.⁵ As described above, through various operating subsidiaries, the company is authorized to offer intrastate local exchange and interexchange telecommunications services in Pennsylvania. USNC is also authorized by the FCC, through other subsidiaries, to offer domestic interstate and international services nationwide as a non-dominant carrier.⁶

⁴ File No. ITC-98-338 (effective June 17, 1998), held in the name of CoreComm's operating subsidiary, CoreComm Newco, Inc.

⁵ USNC's operating subsidiaries include, among others, USN Communications Midwest, Inc., USN Communications Northeast, Inc., USN Communications West, Inc., USN Communications Atlantic, Inc., USN Communications Southwest, Inc. and USN Communications Maine, Inc.

⁶ USNC holds two Section 214 authorities from the Federal Communications Commission: (1) File No. ITC-95-213 (effective April 24, 1995), initially held in the name USN Communications, Inc., which USNC subsequently re-named USN Communications Midwest, Inc; and (2) File No. ITC-94-328 (effective July 16, 1994), initially held in the name United Telemanagement Services, Inc., which USNC subsequently re-named USN Communications Long Distance, Inc.

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Description of the Transaction

On February 19, 1999, USNC and CoreComm executed an Asset Purchase Agreement ("Agreement") under which CoreComm will acquire substantially all of USNC's assets, with the exception of the assets of USN Wireless, Inc. and its subsidiaries, free and clear of liens, claims, and other encumbrances except as expressly assumed in the Agreement. The assets to be purchased include the assets of USNC's certificated operating entities in the various states, and their customer bases. CoreComm then will exercise its option to transfer such assets to its operating subsidiaries in the respective states. Thus, in Pennsylvania, the assets of USNC's operating subsidiaries will become the property of CoreComm's operating subsidiary in the Commonwealth, CoreComm PA.⁷

Concurrently with execution of the Agreement, USNC and 12 of its subsidiaries filed voluntary petitions under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, in the U.S. Bankruptcy Court for the District of Delaware. With their Chapter 11 petitions, USNC and the selling subsidiaries filed a motion for the Bankruptcy Court's approval of the sale of their assets and business as a going concern to CoreComm under the Agreement, as the best way to maximize creditor recoveries and preserve uninterrupted service to their customers. At a hearing on April 2, 1999, the Bankruptcy Court approved USNC's motion for authorization of the proposed sale to CoreComm.⁸ The Parties anticipate that the sale will be consummated on or around May 1, 1999.

Tariffs

To ensure a seamless transition of USNC's customers to CoreComm PA and to avoid any interruption in service to such customers, CoreComm PA will continue to provide service pursuant to the USNC entities' tariffs currently on file with the Commission. By this letter CoreComm PA hereby amends its applications to provide local exchange and interexchange telecommunications services in Pennsylvania⁹ to replace the tariffs submitted with these

⁷ A chart illustrating the corporate structure of the Parties immediately prior to, and immediately following the transaction, is attached hereto.

⁸ In re USN Communications, Inc., Case No. 99-383 (PJW), ¶4 (D. Del. Apr. 2, 1999) (directing USNC to sell its assets to CoreComm Ltd. free and clear of any and all liens). The order of the Bankruptcy Court also directs all regulatory agencies to "accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement" *Id.* at ¶14.

⁹ See *supra* nn. 2 & 3.

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applications with the local exchange tariff and interexchange tariff of USNC-AT.¹⁰ CoreComm PA will provide Pennsylvania customers with high quality, reliable and affordable services.

Once the sale is approved and consummated, USNC's subsidiaries operating in Pennsylvania will inform its customers, by bill inserts or any other method acceptable to the Commission, that CoreComm PA has acquired the company's assets and that CoreComm PA will continue to provide service to those customers on the same rates, terms and conditions as those provided by USNC's Pennsylvania subsidiaries.¹¹

Public Interest Considerations

CoreComm PA respectfully submits that consummation of the proposed transaction as directed by the Bankruptcy Court will serve the public interest in Pennsylvania. First, consummation of the sale will ensure the continued provision of reliable, uninterrupted telecommunications services to thousands of residential and business customers in Pennsylvania. Second, consummation of the sale will expand customer choice and promote the continued development of effective competition in the Pennsylvania telecommunications marketplace by accelerating the entry of a strong, experienced competitor committed to preserving and building upon USNC's existing customer base through the provision of advanced, high quality products and services, including, in particular, products and services directed to the often ignored residential market.

Conclusion

After review of the Pennsylvania statutes and Commission rules, it is CoreComm PA's understanding that prior approval of the Commission is not required to consummate the transaction described above. Accordingly, absent the receipt of written notification to the contrary, this is to advise that the parties are intending to proceed with their plans to effectuate the transaction, without seeking additional Commission approval. This letter is forwarded to the Commission for informational purposes, to be included in the appropriate file.

¹⁰ Local Exchange Tariff of USN Communications Atlantic, Inc., PA P.U.C. No. 1. IntraLATA Interexchange Tariff of USN Communications Atlantic, Inc., PA. P.U.C. No. 1. After a transition period, CoreComm PA may choose to revise these tariffs to better serve its customers. CoreComm PA will comply with all applicable regulations regarding any such revisions.

¹¹ The Parties understand that the Commission subsequently will require them to file an application for USNC's operating subsidiaries to abandon their certificates of authority to provide telecommunications services in the Commonwealth.

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C.

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Please date-stamp the enclosed extra copy of this letter and return it in the self-addressed, stamped envelope provided herein. Should you have any questions or comments regarding this transaction, please do not hesitate to contact the undersigned.

Respectfully submitted,

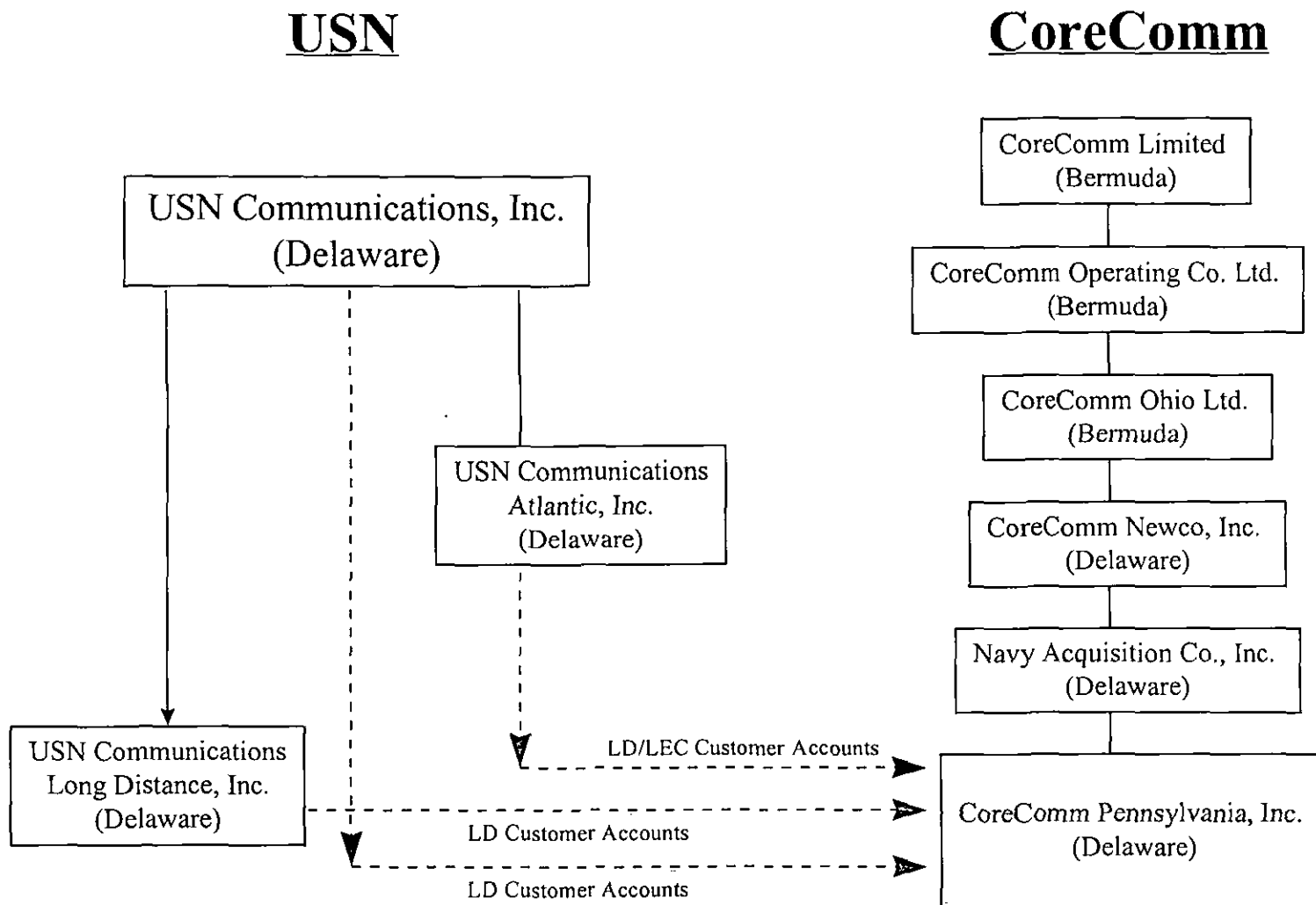


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Eric J. Branfman, Esq.

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CoreComm Acquisition of USN's Pennsylvania Assets



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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Competitive Local Exchange Carrier Tariff of
CoreComm Pennsylvania, Inc.**

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLICABLE TO THE PROVISION OF COMPETITIVE LOCAL EXCHANGE
TELEPHONE SERVICES
IN LOCAL EXCHANGE AREAS OF PENNSYLVANIA

DOCKETED
SEP 20 1999

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Issued: September 17, 1999

Effective: September 20, 1999

Ellen Craig
Vice President of Regulatory Affairs
CoreComm Pennsylvania, Inc.
10 South Riverside Plaza, Suite 2000
Chicago, Illinois 60606-3709

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EXPLANATION OF REVISION MARKS

The following symbols will be used throughout this tariff for purposes of revising the tariff as indicated below:

- C -- To signify a changed regulation.
- D -- To signify a discontinued rate or regulation.
- I -- To signify a rate increase.

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APPLICATION OF TARIFF

This tariff sets forth the Business services offerings, rates, terms and conditions applicable to CoreComm Pennsylvania, Inc.'s (Company) furnishing of Pennsylvania, intrastate competitive local exchange telecommunications services.

Residential service is not currently available from the Company in the State of Pennsylvania. References to Residential services contained in this tariff are strictly for illustrative purposes or to reserve space for future provision of such services.

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below:

Advance Payment

Payment of all or part of a charge required before the start of service.

Applicant

A person, firm, corporation or other entity who seeks to become a Customer of the Company.

Authorized-User

A person, firm, corporation or other legal entity authorized by the provider of the service to use the service being provided.

Carrier

A company certified by the Pennsylvania Public Utilities Commission to provide telecommunications services within Pennsylvania.

Class of Service -- Business, Residential

The Company provides two classes of Service: Business and Residential. The classification of a Customer's service as business or residence is determined by these regulations which define the character of use for rate purposes:

- A. Service will be classified as Business if:
1. The service is used primarily or substantially for a paid commercial, professional or institutional activity; or
 2. The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
 3. The service number is listed as the principal or only number for a business in any telecommunications directory; or
 4. The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose shall not constitute business use of service unless other factors are involved.
- B. Service will be classified as Residential if none of the conditions of A. preceding apply, and:
1. The use of the service is primarily and substantially of a social or domestic nature, and
 2. Service is located in a residence or, in the case of a combined business and residence premises, the service is located in bona fide residential quarters of such premises while business service is isolated in the business quarters of the same premises.
- C. Service classification is determined at the sole discretion of the Company pursuant to the conditions stated above. The Company may, at its discretion, levy charges for services which have been misclassified.

Company

CoreComm Pennsylvania, Inc., the issuer of this tariff.

Customer

A person, firm, corporation or other entity that is authorized by the Company to use the Company's telecommunications services included in this tariff, is responsible for payment of charges included in this tariff, and is responsible for compliance with the Company's tariff regulations.

Direct Inward Dial

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

Installation Charges

Charges which are assessed on a non-recurring basis at the establishment of a service. The terms "installation charges" and "non-recurring charges" are used inter-changeably within this tariff to refer to non-variable charges.

Joint-User

An authorized-user (as defined above) who is co-authorized by the provider of the service to jointly use the service being provided.

Kbps

Kilobits per second, which denotes thousands of bits per second.

Monthly Charges

Charges which are assessed for services included within this tariff on a recurring, monthly basis. It can be assumed that all services offered within this tariff are charged a monthly charge unless otherwise identified.

Mbps

Megabits, or millions of bits per second.

Multi-Frequency or ("MF")

An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/Key systems.

Service Surcharge

An additional sum added to the usual amount or cost.

Station

Telephone equipment from or to which calls are placed.

Trunk

A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User

A Customer or any other person authorized by the Customer to use service provided under this tariff.

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1. REGULATIONS

1.1 Undertaking of the Company

1.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Pennsylvania under the terms of this tariff.

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

1.1.2 Shortage of Equipment and Facilities

1.1.2.1 The Company reserves the right to limit or 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.

1.1.2.2 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, from time to time, to furnish service as required at the sole discretion of the Company.

1.1.3 Terms and Conditions

- 1.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days' notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 1.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
- 1.1.3.3 At the expiration of the initial term specified in the applicable Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current tariff rates until terminated by either party upon 30 days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 1.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Pennsylvania without regard for the State's choice of laws provisions.

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- 1.1.3.5 Another Carrier must not interfere with the right of any person or entity to obtain service directly from the Company. Customer is absolutely prohibited from reselling these services or using the service to compete with the Company.
- 1.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 1.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 1.1.3.8 below. The Company is not liable for interruption of service due to any failure of Customer premises equipment provided by the Company or the Customer.
- 1.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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1.1.4 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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1.2 Liability of the Company

- 1.2.1 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, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission by the Company or any third parties, shall not exceed an amount in liquidated damages equivalent to the greater of five hundred dollars (\$500.00) or twice the applicable allowance for interruption as set forth in Section 1.10, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. **THE COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES TO CUSTOMER, OR OTHERS USING THE SERVICE SUPPLIED TO CUSTOMER BY THE COMPANY, AS A RESULT OF ANY COMPANY SERVICE, EQUIPMENT, OR FACILITIES.**
- 1.2.2 With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 1.10, the Company's liability, if any, shall be limited as provided in Section 1.2.9.
- 1.2.3 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 military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 1.2.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.

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- 1.2.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer, its employees, agents, or suppliers, or due to the failure or malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer premises equipment purchased or leased from the Company by the Customer.
- 1.2.6 The Customer shall indemnify and hold the Company harmless (including costs and reasonable attorney's fees) 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, condition, location or use of any installation provided by the Company. Notwithstanding the enforcement of the above provisions, the Company further 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.
- 1.2.7 The Company shall not be 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 gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers, or supplying carriers to the Company, shall be deemed to be agents or employees of the Company.
- 1.2.8 Notwithstanding the Customer's obligations as set forth in Section 1.4.2, the Company shall be indemnified, defended, and held harmless (including costs and reasonable attorney's fees) by the Customer or by others authorized by it to use the service against any claim, loss or damage arising directly or indirectly from Customer's use of services furnished under this tariff, including:
- A. claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; or
 - B. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; or
 - C. all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

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- 1.2.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed an amount in liquidated damages equivalent to the greater of five hundred dollars (\$500.00) or twice the applicable allowance for interruption as set forth in Section 1.10, below, and no action or proceeding against the Company shall be commenced more than one year after the service related to the claim is rendered.
- 1.2.10 **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 1.2.11 The Company shall not be liable for any act or omission of any other company or companies supplying a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 1.2.12 The Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- 1.2.13 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold 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 the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or 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, locations or use of service furnished by the Company at such locations.

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1.2.14 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 1.3.1 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

1.2.15 With respect to Emergency Number 911 Service:

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

- 1.2.16 The Company's liability arising from errors or omissions in Directory Listings shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs.
- 1.2.17 In conjunction with a private listing and semi-private listing services, as described in Section 2.7.2, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
- 1.2.18 When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information under the provisions as described above.

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1.3 Provision of Equipment and Facilities

1.3.1 General

- 1.3.1.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 1.3.1.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
- 1.3.1.3 Equipment installed at the Customer premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
- 1.3.1.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
- A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer provided equipment; or
 - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

1.3.2. Non-Routine Installation

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

1.3.3 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

1.3.4 Use of Service

Service is furnished for use by the Customer and may be used only by others as specifically provided elsewhere in this tariff.

1.3.4.1 Unlawful Use of Service

Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. The Company shall refuse to furnish service to an Applicant or shall disconnect the service of an existing Customer when:

- A. A judicial order shall be issued finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- B. The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

Termination of service shall take place after reasonable notice is provided the Customer, or as ordered by the Court.

If communications facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to the Company the written finding of a judge, then upon written request of the subscriber, and agreement to pay Restoral of Service charges and other applicable Service Charges, the Company shall promptly restore such service.

1.3.4.2 Obscenity

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

1.3.4.3 Impersonation

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

1.3.4.4 Harassment

Service shall not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass such other person.

1.3.4.5 Fraudulent Use

- A. Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information without payment of the charges applicable to such use.
- B. No device shall be used by a Customer with the service or facilities of the Company for the purpose of avoiding payment of the applicable charge.

1.3.4.6 Interference with or Impairment of Service

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

1.3.4.7 Subscribing to Adequate Service

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

1.3.4.8 Telephone Solicitation by Use of Recorded Messages

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

1.3.4.9 Common Receptionist

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

1.4 Obligations of the Customer

1.4.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated to the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 1.4.1.C. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

1.4.1 General (continued)

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 1.4.1.D. above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities or Customer premises equipment leased or purchased by the Customer from the Company; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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1.4.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

1.4.3 Station Equipment

The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 1.10 following is not applicable.

The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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1.4.4 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

The Company's services (as detailed in Section 2 of this Tariff) may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

1.4.5 Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 1.4.3 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

1.5 Establishment of Service

1.5.1 Application for Service

An application for service, whether made orally, in writing, or by action of the Customer (e.g., use of Company's services) establishes the contract between the Company and the Customer on the terms and conditions set forth in this tariff. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred.

1.5.2 Minimum Contract Periods

1.5.2.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new Residential or single line Business Customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the Customer's account without a record keeping or service ordering charge. The Customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

1.5.2.2 Except as provided in 1.5.2.1 preceding, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.

1.5.2.3 The Company may require a minimum contract period longer than one month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction, necessary to meet special demands and involving extra costs.

1.5.3 Cancellation of Application for Service Prior to Establishment of Service

- 1.5.3.1 Where the Applicant cancels an order for service prior to the start of installation or special construction of facilities, no charge applies, except to the extent Company incurs a service order or similar charge from a supplying carrier prior to the cancellation.
- 1.5.3.2 Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the lower of the following charge applies:
- A. The total costs (including overheads) in connection with providing and removing such facilities.
 - B. The monthly charges for the entire initial contract period of the service ordered by the Customer as provided in this tariff plus the full amount of any installation and termination charges applicable.
- 1.5.3.3 Where special construction of facilities has been started prior to the cancellation and there is another requirement for the specially constructed facilities, in place, no charge applies.
- 1.5.3.4 Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction (including overheads) applies. Where one or more, but not all, of the services involved in the special construction are canceled, a charge equal to the cost (including overheads) incurred for the discontinued service applies.
- 1.5.3.5 Installation or special construction of facilities for a Customer starts when the Company incurs any expense in connection therewith which would not otherwise have been incurred and the Customer has advised the Company to proceed with the installation or special construction.

1.5.4 Establishing Credit

1.5.4.1 The Company, in order to assure the payment of its charges for service, may require Applicants and Customers to establish and maintain acceptable credit.

1.5.4.2 The establishment or re-establishment of acceptable credit as provided in this Section shall not relieve the Applicant or Customer from compliance with other provisions of this tariff as to advance payments and the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

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1.5.4.3 Applicants for Service

The Company may refuse to furnish service to an Applicant that has not established acceptable credit or has not paid charges for service of the same classification (Residence or Business) previously furnished by the Company or another carrier at the same or another address, until arrangements suitable to the Company, including deposit arrangements, have been made to pay such charges.

The Company may also refuse to furnish service to an Applicant that has not paid charges for same Class of Service (Residence or Business), previously furnished by any Carrier at the same or another address, until deposit arrangements suitable to the Company are made.

A. Residence service Applicants may establish credit in one of the following ways:

1. Responding in a manner satisfactory to the Company to a set of standard questions, known as the Credit Evaluation Process (CEP). The Applicant may be required to provide proof in support of these responses. The written procedures for the CEP are available for public inspection at the Company's main office with the Controller or Treasurer of the Company at 10 South Riverside Plaza, Suite 401, Chicago, Illinois.
2. Paying a cash deposit to the Company in accordance with section 1.5.5 below.
3. Providing a sufficient written guarantee of payment for service by a guarantor satisfactory to the Company. The guarantee shall be made in a letter that is substantially similar to the form in 1.5.4.6 below.
4. Providing a surety bond, provided that such surety bond has been issued by an insurance company that is satisfactory to the Company.
5. Demonstrating a satisfactory payment history under the terms of 52 PA Code §64.32(1) or §64.32(3).
6. Verification of ownership of or entry into an agreement by the Applicant to purchase real property in the area served by the Company, or rental of a residence under a lease of 1 year or longer by the Applicant, unless the Applicant has an otherwise unsatisfactory payment history under the conditions stated in 52 PA Code §64.32(1) within the past 2 years.

1.5.4.3 Applicants for Service (continued)

- B. Business service Applicants may establish credit by meeting the requirements of the Company's Business Credit Evaluation Plan or of 1.5.4.3.A.2. or 1.5.4.3.A.4.
- C. Where verification of an Applicant's credit is expected to take more than 3 business days, the Company may permit service to be installed upon the Advance Payment by the Applicant of an amount equal to applicable service charges and initial non-recurring charges applicable for service installation plus the estimated amount of the Applicant's bill based upon one month's service. Such Advance Payment will be credited to the Applicant's service account but does not relieve the Applicant of the responsibility to subsequently establish credit in accordance with 1.5.4.3.A. or 1.5.4.3.B.

If credit is not so established, the Customer's service may be suspended not sooner than seven (7) days after a suspension notice is sent to the Customer. After the suspension, the Customer's service may be disconnected not sooner than ten (10) days after written notice of intention to disconnect is sent to the Customer.

When a Customer's service has been disconnected in accordance with the above, service will not be reconnected until the Customer has established credit.

- D. If deposit or payment of an outstanding Residential account is required before furnishing service, the Company shall inform the applicant in writing of the reasons for denial of credit and how to obtain service.

1.5.4.4 Existing Customers

- A. A Customer may be required to reestablish credit by the payment or increase of a cash deposit in accordance with section 1.5.5 following when any of the following conditions occur:
 - 1. The Customer makes payment of two consecutive bills, or of more than two bills within the preceding 12 months, after the payment due date.
 - 2. As a condition to the reconnection of service after suspension or termination of service for non-payment of a delinquent account.
- B. Payment by the Customer of delinquent bills will not of itself relieve the Customer from the obligation of establishing his credit with respect to the account involved or with respect to any other account in connection with the same or any other class of service which the Company may be providing such Customer.
- C. A Customer may be required to reestablish credit in accordance with 1.5.4.3 when the amount of service furnished or the basis on which credit was formerly established has significantly changed.
- E. Before requesting a deposit, the Company shall give the Customer written notice of its intent to request a deposit if current and future bills continue to be paid after the due date. The Company must send a written notice to a Residential Customer requesting the reestablishment of credit. If a Customer fails to reestablish his credit as required by the Company, the Customer's service may be suspended not sooner than seven (7) days after a separate suspension notice is sent. Customers will be informed of the reasons for denial of credit before suspension of service. After the suspension, the Customer's service may be disconnected not sooner than ten (10) days after written notice of intention to disconnect is sent.

1.5.4.5 Political Campaign Service Accounts

Special rules for extending credit apply to political campaign service accounts, that is, accounts established by or on behalf of candidates for Federal, State, or Local office.

- A. The Company will require an Applicant for political campaign service to:
1. Make an advance payment in an amount equal to service charges and initial non-recurring charges applicable for service installation for a two (2) month period; and
 2. Provide security in the form of a Cash Deposit, a surety bond or an irrevocable bank letter of credit in an amount equal to the estimated billing for each future two (2) month period. In the case of service for less than two months, the Company will require an Applicant to make an advance payment in an amount equal to the estimated billing for the entire service period.
- B. The Company will require a political account to maintain its security on a continuing basis in an amount equal to the estimated billing for each future two-month period.

If a political account fails to supply the full amount of security required, the Company may disconnect service not sooner than seven (7) days after a suspension notice is sent to the Customer. After the suspension, the Customer's service may be disconnected not sooner than ten (10) days after written notice of intention to disconnect is sent to the Customer.

1.5.4.6 Letter of Guarantee

CoreComm Pennsylvania, Inc.
10 South Riverside Plaza, Suite 2000
Chicago, Illinois 60606-3709

Gentlemen:

In consideration of CoreComm Pennsylvania, Inc. (CoreComm) providing telephone service to (name and address of Applicant) hereafter, called the "Customer," and accepting this Letter of Guaranty in place of a deposit for security, I hereby guarantee payment of the Customer's final telephone bill if the service is disconnected. However, my liability will not exceed \$ _____ for which amount this shall be a continuing guarantee.

I waive communication and notice of CoreComm's acceptance of this Letter of Guaranty and acknowledge that I have received notice sufficient to obligate me a Guarantor in case CoreComm calls upon me to pay the final bill for telephone service furnished to the Customer.

Dated this ____ day of _____, 19__.

(Signature of Guarantor) _____
(Name of Guarantor) _____
(Telephone Number) _____

1.5.5 Cash Deposits

1.5.5.1 Amount of Deposits

The amount of a deposit (U.S. currency) which a new or existing Customer may be required to pay to the Company as a means of establishing credit shall be determined as follows:

A. Applicant

Business

An amount not to exceed four (4) months of the Applicant's estimated monthly billing based upon the average monthly bill for that class and type of service.

Residence

An amount not to exceed the estimated average two (2) month bill for basic service plus the average two (2) month toll charges for existing Residential Customers in the Applicant's exchange during the immediately preceding twelve (12) month period for that type and Class of Service.

B. Existing Customer

Business

An amount not to exceed four (4) months of the Company's average monthly billing for the past six (6) months to that Customer. If the Customer has had service for less than six (6) months, the amount will not exceed four (4) months of the estimated monthly billing based upon the average monthly bill for that type and Class of Service.

Residence

An amount not to exceed the Customer's average two (2) month bill, including toll charges, during the preceding twelve (12) month period.

1.5.5.2 Initial Payment

The initial one-half (1/2) of the amount is due from an Applicant prior to installation and the remaining amount shall be due not sooner than thirty (30) days from the initial deposit payment by an Applicant. The full deposit is due from an existing Customer within twenty (20) days of the date upon which the request for deposit was made. At the option of the Applicant or Customer, the deposit may be paid on a more expedited schedule.

1.5.5.3 Adjustments to Deposit

The amount of a deposit may be adjusted on the basis of 1.5.5.1. preceding, at the option of the Customer, Applicant or the Company at any time when the character or degree of the Customer's use of the service has materially changed, or when it develops that the character or degree of such use will materially change, and such change is not temporary.

1.5.5.4 Interest to be Paid on Deposits

Interest at the annual percentage rate of the average of 1-year United States Treasury Bills for September, October and November of the previous year shall be paid by the Company on all deposits made for the purpose of establishing credit but in no case shall interest be allowed for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. Interest shall be computed from the date of payment of the deposit and shall be paid to the Customer as follows:

- A. By payment annually to the Customer, or
- B. At the option of the Company or the Customer, by application to the Customer's deposit when the deposit is refunded or to an unpaid bill of the Customer in accordance with Section 1.5.5.5 following.

1.5.5.5 Refund or Application of Deposits

The Company will refund deposits, within twelve (12) months, including accrued interest, upon surrender of the receipt of certificate of deposit properly endorsed, or delivery of a cancellation receipt for the deposit, if the Company so requests, when:

- A. All of the following conditions occur:
1. The Customer has paid any past due bill for service owed to the Company.
 2. Service has not been discontinued for nonpayment.
 3. The Customer has not paid late three (3) times or more.
 4. The Company has not provided evidence that the Customer used a device or scheme to obtain service without payment.
- B. Or any of the following occurs:
1. The Customer establishes credit by other means in accordance with Section 1.5.4 preceding.
 2. The service is terminated and the bills are paid in full, or
 3. The Applicant cancels his application for service and any charges incurred are paid in full.

When the service is terminated or the application is canceled and there are charges due the Company, the deposit plus interest will be applied to the charges, and the balance, if any returned to the Customer or Applicant.

1.6 Billing / Payment

1.6.1 Customer Billing

1.6.1.1 Bills will be issued once each month during a thirty (30) day period.

1.6.1.2 Special bills for long-distance service may be issued to Customers (Residence Customers only during the first twenty-four months of their service and business Customers at any time) when charges exceed 175 percent of the average of the past three months' long-distance charges or of the average long-distance charge for that class of service if three months actual data is not available. These bills will carry a due date which is ten days after the date that they are mailed or seven days if delivered by hand.

1.6.1.3 Services which are charged for at monthly rates are billed in advance for one month's service in all exchanges.

1.6.1.4 Services which are charged for at other than monthly rates are billed in arrears, except when payment for messages is made by cash deposit in the coin telephone.

1.6.1.5 An unused portion of a usage allowance (which is included in the monthly rate for certain services) in one monthly period cannot be used in any other monthly period nor will refund or credit be given.

1.6.1.6 Detailed call information, such as the time at which the call was made, its destination will not be generally provided other than for long-distance telecommunications message service. Customers provided with additional detailed billing may be assessed detailed billing charges found in Section 2 of this tariff.

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1.6.2 Payment of Charges for Service

- 1.6.2.1 The Customer is responsible for the payment of charges for all services furnished, including, but not limited to, all calls originated or accepted at a Customer's service location regardless of the carrier providing service.
- 1.6.2.2 Payment shall be in United States currency or by instruments so denominated and payable on demand at par in Commercial banks in the locality where facilities and service are furnished.
- 1.6.2.3 Payment is due on the due date shown on the bill, which must be at least twenty (20) days after the postmark date on the bill. Payment may be made by mail to the authorized payment locations of the Company. Payment shall be deemed to have been made on the date of the postmark. The Company shall not impose a late payment charge, nor mail or deliver notice of suspension to the Customer unless payment is received more than five (5) days after the due date.
- 1.6.2.4 Charges for a message originated at a coin telephone shall be paid by cash deposit in the coin telephone unless other arrangements for billing have been made.
- 1.6.2.5 When payment for service is made by check, a charge of \$25.00 will be made by the Company for each check returned by a bank to the Company for reason of not sufficient funds.
- 1.6.2.6 If the Customer remits to the Company on more than one occasion during a twelve month period a check, draft, or other instrument which is dishonored, the Company may refuse acceptance of further checks and place the Customer on a guaranteed basis. Under a guaranteed basis, the Company may refuse acceptance of anything as payment other than money orders, cashier's checks, or guaranteed instruments denominated in U.S. dollars and guaranteed by or issued by a third party acceptable to the Company. The Company shall advise the Customer in writing of the restriction and of the various options available in paying by cash.

1.6.3. Late Payment Charge

1.6.3.1 A late payment charge of 1.25% per month (or the highest amount lawfully allowed, whichever is greater) shall apply to amounts shown on a monthly bill which remain unpaid after the due date referred to in 1.6.2 preceding. Late payment charges may not exceed a rate of 15% when annualized and may not include previously accrued late payment charges. Failure to bill interest in one month does not mean the Company has waived its right to bill a Customer for accrued interest.

1.6.3.2 Regulations

- A. At the discretion of the Company, the late payment charge may be waived for Customers once in each calendar year.
- B. This charge does not apply to:
 - 1. Amounts which are in dispute at the time the late payment charge would otherwise be applied.
 - 2. Federal excise tax or any other taxes levied by law directly on the Customer.
 - 3. Amounts billed by the Company for other entities for which the charge is not authorized by those entities' appropriate tariffs or contracts.
- C. Credit, deposit and collection procedures outlined in this Section are not waived or foreclosed by the application of a late payment charge. The existence of any deferred payment agreement does not exempt a Customer from this charge.

1.6.4 Failure to Pay Charges for Service

1.6.4.1 A Customer is considered to be delinquent in the payment of a bill when the total amount due is not received on or before the due date printed on the bill referred to in 1.6.2 preceding.

1.6.4.2 When a Customer is delinquent in the payment of a bill, the Company may suspend the Customer's service not sooner than seven (7) days after a suspension notice is sent. After the suspension, the Company may disconnect the Customer's service not sooner than ten (10) days after the mailing of a separate written notice of the Company's intention to disconnect.

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1.6.5 Restoration of Service

1.6.5.1 If any Customer's service is restored after having been terminated in accordance with this tariff but a Company service order to terminate such service has not been completed when such service is restored, a Restoration of Service charge will apply as specified in Section 2.8 of this tariff. Monthly service charges will not apply for the period between the disconnection and reconnection.

1.6.5.2 When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be reestablished only upon the basis of application for new service.

1.7 Suspension, Termination, Discontinuation or Refusal of Service

1.7.1 Service may be terminated by the Customer prior to the expiration of the minimum contract period upon notice 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.

1.7.2 Service may be terminated by the Customer after the expiration of the minimum contract period, upon notice 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 tariff.

1.7.3 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 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.
- 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 Utilities Commission order.
- G. For violation or noncompliance with any rules and regulations of the Company on file with the Pennsylvania Public Utilities 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.

1.7.3 The Company may suspend or refuse service for any of the reasons stated below

- 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. Without notice 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.
- O. Without notice 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's service(s).

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- 1.7.4 The Company may suspend the Customer's service not sooner than seven (7) days after a suspension notice is sent, except as provided in Section 1.7.3 for suspension without notice. After the suspension, the Company may terminated the Customer's service not sooner than ten (10) days after the mailing of a separate written notice of the Company's intention to disconnect.
- 1.7.5 Except for emergency situations, suspension or termination of Residential service for non-payment of charges may not commence on any of the following:
- A. Friday, Saturday, or Sunday
 - B. A bank holiday or on the day preceding a bank holiday
 - C. A holiday upon which the Company business office is closed or the day preceding such holiday.
 - D. On a holiday observed by the Commission or on the day preceding such holiday.
- 1.7.6 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

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- 1.7.7 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. Notice of suspension may be sent where toll usage exceeds the following levels in a billing period after the filing of the notice of dispute or informal complaint:
- A. Toll usage by a Customer who has received service for three (3) months or less exceeds 150% of the average use of the Customer's exchange during the previous twelve (12) months
 - B. Toll usage by a Customer who has received service for greater than three (3) months but less than twelve (12) months exceeds 150% of the Customer's average use
 - C. Toll usage by a Customer who has received service for twelve (12) months or more exceeds 150% of the Customer's average use during the previous twelve (12) months
- 1.7.8 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, 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
 - 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

- 1.7.9 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.

- 1.7.10 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.
- 1.7.11 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.

1.8 Cancellation of Service

1.8.1 Cancellation of Application for Service

1.8.1.1 Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified herein.

1.8.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

1.8.1.3 The special charges described in Section 1.8.1.1 and 1.8.1.2 will be calculated and applied on a case-by-case basis.

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1.8.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 1.10 below), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 1.6, all costs, fees and expenses incurred in connection with:

- A. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- C. all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term, and
- D. any termination liability for early termination.

1.9 Miscellaneous

1.9.1 Special Conditions or Requirements

Where special conditions or special requirements of a Customer involve unusual construction or installation cost, the Customer may be required to pay a reasonable proportion of such costs.

1.9.2 Telephone Numbers

The Customer has no property right in the telephone number. The Company may change the telephone number of a Customer for engineering, technical, or other reasons. However, it will not change a telephone number as a penalty or to enforce payment for Company directory advertising charges.

1.9.3 Ownership and Access to Facilities

Facilities furnished by the Company remain the property of the Company until transferred or abandoned. The Customer shall provide employees and agents of the Company access to Company facilities, at all reasonable times, for the purpose of installing, rearranging, repairing, maintaining, inspecting, disconnecting, removing, or otherwise servicing such facilities.

1.9.4 Installation, Rearrangement, Repair Maintenance, Disconnection and Removal of Facilities

All facilities furnished by the Company will be installed and maintained by it, except where such facilities are situated, in the judgment of the Company, in hazardous or inaccessible locations.

Customers may not rearrange, disconnect, remove, or otherwise tamper with, or permit others to rearrange, disconnect, remove, or tamper with any facilities furnished by the Company, authorized in this tariff, except with the Company's written consent or as otherwise specified in this tariff.

1.9.5 Transfer and Assignments

Customer may not assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the Company and payment of the applicable charges.

1.9.6 Notices and Communications

- 1.9.6.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 1.9.6.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 1.9.6.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 1.9.6.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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1.10 Allowances for Interruptions of Service

1.10.1 Credit for Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. 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.

For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. The Customer shall receive a credit of one-thirtieth (1/30) of the tariff monthly rate of services and facilities furnished by the Company rendered useless or inoperative for each of the first three (3) full twenty-four (24) hour periods during which the interruption continues after notice by the Customer to the Company. The Customer shall receive a credit of two-thirtieths (2/30) of the tariff monthly rate for each full twenty-four (24) hour period beyond the first three (3) twenty-four (24) hour periods. However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company that were rendered useless or inoperative.

1.10.2 Restrictions on Allowance

No credit allowance will be made for:

- A. interruptions due to the negligence or willful act of the Customer, Authorized-User or Joint-User, including but not limited to noncompliance with the provisions of this tariff.
- B. interruptions due to the failure or malfunction of Customer provided facilities or the failure or malfunction of any other non-Company equipment;
- C. interruptions due to electric power failure where the Customer furnishes such electric power;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

1.10.3 Use of Alternative Service Provided by the Company:

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service.

1.11 Other Billing Adjustments

- A. Underbilling: The Company may issue a make-up bill for unbilled services resulting from a billing error accrued within 4 years of the date of the bill under the following conditions
1. The Company shall provide the Customer with a written explanation of the reason for the make-up bill and a statement that the Customer may spread the payments over a period, as described in Section 1.11.A.2;
 2. The payment period may, at the option of the Customer, be at least as long as the period during which the excess amount accrued or at least as long as necessary so that the total amount billed in 1 month is not greater than the average amount billed for one (1) month plus fifty percent (50%), whichever period is greater. A late payment charge may not be assessed on unbilled service when payments are made as described in this paragraph.
- B. Overbilling: When an overbilling occurs, the Company shall credit the Customer's account in the amount of the overbilling, including applicable taxes, for up to four (4) years before discovery of the overbilling, unless the Customer requests reimbursement in one lump sum. A late payment charge in the amount stated in Section 1.6.3.1 shall be paid on the overbilled amount by the Company to the Customer where at least 30 days have elapsed between payment of the overbilled amount and the credit or refund thereof.
- C. Rebilling: The Company shall notify the Commission of rebilling affecting more than 10% of its Residential Customers within 90 days of the rebilling.
- D. If any of the following conditions are true, however, the Customer will be liable for all charges, including those over four (4) years old:
1. The Company's effort to measure service was thwarted by the Customer's refusal of access to any measuring device or meter; or
 2. The Customer obtained the service by fraud, deception, not limited to theft or tampering with meter; or
 3. The Customer obtained service by negligent tampering with meter or other device.

1.12 Assumption of Customer's Existing Contractual Arrangement with Customer's Local Exchange Carrier

1.12.1 General

The Company may, under certain conditions, assume Customer's obligations (including Customer's minimum term and/or call volume requirements) (the "Contractual Commitment") under existing contractual arrangements with Customer's Local Exchange Carrier (LEC). In order for the Company to assume such contractual arrangements, Customer must enter into a term agreement with the Company for the service assumed by the Company.

1.12.2 Assumable Services

A. The assumable services are:

1. Message Toll Service (MTS) (Such a contractual arrangement between Customer and its LEC is referred to in this Tariff as "LEC MTS Contract")
2. Optional Calling Plans (OCP) (Such a contractual arrangement between Customer and its LEC is referred to in this Tariff as "LEC OCP Contract")
3. Centrex Service (Such a contractual arrangement between Customer and its LEC is referred to in this Tariff as "LEC Centrex Contract")
4. Private Line Service (Such a contractual arrangement between Customer and its LEC is referred to in this Tariff as "LEC Private Line Contract")
5. ISDN Service (Such a contractual arrangement between Customer and its LEC is referred to in this Tariff as "LEC ISDN Contract")
6. Other central office based features, including Feature Link ((Such a contractual arrangement between Customer and its LEC is referred to in this Tariff as "LEC Feature Link Contract")

1.12.3 Assumption

At the Company's election, the Company may assume Customer's Contractual Commitment (the "Assumption") for each of the services above; provided, that no such Assumption shall occur, and the execution and delivery of a Master Service Agreement shall not be construed to create an Assumption, if the Assumption is not acceptable to the Company or if the Assumption is not permissible under applicable laws and regulations or under existing contractual or other agreements between Customer and the LEC. The terms and conditions set forth below apply for each service assumed by the Company.

1.12.4 Indemnification and Liability

Customer agrees to indemnify and hold harmless the Company and its affiliates from and against any and all loss, liability and expense arising out of the Assumption. The Company shall not incur any cost or liability in the event that Customer elects to reconnect any service Assumed by Customer's LEC, whether such reconnection occurs prior to or after the expiration of the applicable service term.

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1.12.5 Terms and Conditions

A. Message Toll Service and Optional Calling Plan Service

1. If the Company assumes the LEC MTS Contract or the LEC OCP Contract, Customer will receive service from the Company pursuant to a CoreComm calling plan which contains term, volume and features that correspond to the calling plan provided for in the LEC MTS Contract or LEC OCP Contract.
2. The CoreComm calling plan term shall be coterminous with the term of the LEC MTS Contract or LEC OCP Contract (whichever one is being assumed).
3. In the event that the LEC MTS Contract or LEC OCP Contract contains a minimum annual usage requirement ("MAUC"), then the same minimum annual usage requirement that is contained in the LEC MTS Contract or LEC OCP Contract shall apply to Customer's CoreComm calling plan usage. In the event that the LEC MTS Contract or LEC OCP Contract contains a minimum monthly usage requirement ("MMUC"), then the same minimum monthly usage requirement that is contained in the LEC MTS Contract or LEC OCP Contract shall apply to Customer's CoreComm calling plan usage.
4. In the event that Customer terminates its CoreComm calling plan service prior to the completion of the CoreComm calling plan term, in addition to any other obligations of Customer to the Company under the terms of this tariff and the Master Service Agreement, Customer shall pay to the Company an early termination fee equal to (i) the MAUC or MMUC, as the case may be, multiplied by (ii) the number of years (if a MAUC) or months (if a MMUC) remaining in the CoreComm calling plan term.
5. In the event that the Customer's CoreComm calling plan usage charges are below the MAUC or MMUC in any month or year of the CoreComm calling plan term, Customer shall pay the Company the difference between the total CoreComm calling plan usage charges during the applicable period and the MAUC or MMUC.

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1.12.5 Terms and Conditions (continued)

B. Centrex Service

1. If the Company assumes the LEC Centrex Contract, Customer will receive service from the Company through CoreComm Centrex Service.
2. Minimum Term
 - a. If Customer receives both local and long distance service from the Company, then the minimum term of the CoreComm Centrex Service (the "Minimum Term") shall be the longer of (i) one (1) year, or (ii) the term remaining in the LEC Centrex Contract.
 - b. If Customer receives local service, but not long distance service from the Company, then the Minimum Term of the CoreComm Centrex Service shall be the longer of (i) two (2) years, or (ii) the term remaining in the LEC Centrex Contract.
 - c. The Company shall be the sole provider of all of Customer's local and/or long distance service, as applicable, until at least the end of the Minimum Term.
 - d. In the event Customer initially transfers only its local service to the Company, and later transfers its long distance service to the Company, the Minimum Term will be reduced to the longer of (i) one (1) year from the date of the transfer of long distance service, or (ii) the term remaining in the LEC Centrex Contract.
 - e. In the event Customer initially transfers its local and long distance service to the Company, and terminates long distance service prior to the Minimum Term, the Minimum Term for local service will be the longer of (i) two (2) years from the date Customer first receives CoreComm Centrex Service or (ii) the term remaining in the LEC Centrex Contract.

1.12.5 Terms and Conditions (continued)

B. Centrex Service (continued)

3. In the event that Customer terminates its Centrex service with the Company, in whole or in part, prior to the completion of the Minimum Term, in addition to any other obligations of Customer to the Company under the terms of the Master Service Agreement or this Tariff, Customer shall pay to the Company an early termination fee equal to (i) any applicable fee charged by the LEC to the Company in connection with the Assumption (the "Transfer Fee"), plus (ii) the product of (x) the LEC Commitment (as hereinafter defined), and (y) the number of months remaining in the Minimum Term. The "LEC Commitment" is equal to the total of (i) the greater of (x) the number of lines committed to in the Contractual Commitment with the Local Exchange Carrier or (y) the number of lines in service as of the date of the Assumption, multiplied by the Company's access line rate, plus (ii) the feature charges committed to by Customer in the Contractual Commitment with the Local Exchange Carrier, if any.
4. If Customer notifies the Company within ninety (90) days after the Assumption that Customer desires to have its Centrex service provided by the LEC instead of the Company, the Company shall use its reasonable efforts to assist Customer in returning to the LEC for Centrex service, subject to any applicable fee charged by the LEC to Customer for such return and subject to Customer's ongoing responsibility to pay the Transfer Fee to the Company.
5. The integrated volume discount shall apply to usage charges only, and not to line or feature charges, with respect to CoreComm Centrex Service.

1.12.5 Terms and Conditions (continued)

C. CoreComm Advantage Line Plus

1. If the Company assumes the LEC Feature Link Contract, Customer will receive service from the Company through CoreComm Advantage Line Plus.
2. The CoreComm Advantage Line Plus term shall be coterminous with the term of the LEC Feature Link Contract.
3. In the event that Customer terminates its CoreComm Advantage Line Plus prior to the completion of the CoreComm Advantage Line Plus Term, in addition to any other obligations of Customer to the Company under the terms of this Tariff or the Master Service Agreement, Customer shall pay to the Company an early termination fee equal to (i) the number of months remaining in the Centrex Term or CoreComm Advantage Line Plus Term, multiplied by (ii) the monthly recurring charge, multiplied by (iii) the number of lines in service as of the date of termination.
4. The integrated volume discount shall apply to usage charges only, and not to line or feature charges, with respect to CoreComm Advantage Line Plus.

1.12.5 Terms and Conditions (continued)

D. CoreComm Private Line Service and CoreComm ISDN Service

1. If the Company assumes the LEC Private Line Contract, Customer will receive service from the Company through CoreComm Private Line Service.
2. If the Company assumes the LEC ISDN Contract, Customer will receive service from the Company through CoreComm ISDN Service.
3. Customer shall automatically be liable to the Company for the satisfaction of the terms of its contractual arrangement with the LEC that are assumed by the Company (including, without limitation, minimum volume commitments, term length and any other related terms and conditions).
4. The monthly recurring charges for Private Line service and ISDN service shall contribute to the Customer's Total Monthly Revenue for purposes of determining the appropriate integrated volume discount as set forth in the Master Service Agreement; however, the integrated volume discount shall not be applied to the monthly recurring charges for CoreComm Private Line Service or CoreComm ISDN Service.

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2. SERVICES

2.1 Application of Rates

2.1.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff. An application for service, whether made orally, in writing, or by use of service, establishes a contract between the Company and the Customer pursuant to the terms and conditions included within this tariff. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred to a third party by the Customer, without the Company's written approval.

2.1.2 Charges Based on Duration of Use

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

- A. Calls are measured in durational increments identified for each service. All calls held for a fraction of a measurement increment are rounded-up to the next whole measurement unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls starts with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call and will be billed according to applicable eastern standard or eastern daylight savings time.

2.1.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

The airline distance between any two rate centers is determined as follows:

- A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
- B. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- C. Square each difference obtained in 2.1.3.B. above.
- D. Add the square of the "V" difference and the square of the "H" difference obtained in step 2.1.3.C. above.
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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

2.2 Service Area

2.2.1 Exchange Access Service Area

Exchange access services are provided in limited geographic areas. Exchange access services are available only in the operating area of Bell Atlantic - Pennsylvania, Inc.

The Company's service area description above in no way compels the Company to provide any service in an area where facilities or other extenuating factors limit the Company's ability to provide such services.

2.2.2 This Section is Reserved for Future Use

2.2.3 Dial Tone Line Cell Information

2.2.3.1 Dial Tone Line Cell Classification

For the purposes of determining an Exchange Area Dial Tone Line monthly rate, the Exchange Areas are classified into one (1) of four (4) Dial Tone Line Cells. The Cell classifications are determined by the following criteria:

<u>Dial Tone Line Cell</u>	<u>Classification Criteria</u>
1	All Philadelphia and Pittsburgh City Exchange Areas or Zones with working pairs per square mile greater than 9,000.
2	All remaining Philadelphia and Pittsburgh City Exchange Areas or Zones.
3	All Philadelphia and Pittsburgh Suburban Exchange Areas or Zones with more than 500 working pairs per square mile. Also, for those Exchange Areas with multi-central offices if one of the multi-central offices meets the 500 working lines per square mile criteria.
4	All remaining Exchange Areas.

2.2.3.2 Dial Tone Line Reclassification

When an annual review indicates that the number of working pairs per square mile of an Exchange Area or Zone or multi-central office of an Exchange Area has exceeded or fallen below the above Dial Tone Line Cell criteria for two (2) consecutive study periods, the Exchange Area will be reclassified. Notice of the reclassification of the Exchange Area Dial Tone Line Cell shall be given by filing revised tariffs with the Commission.

2.2.3.3 Philadelphia Central Office District and Zone Boundaries

<u>Zones</u>	<u>Central Office Districts</u>
1	North-Central-South (Baldwin, Poplar, Regent), (Locust, Market, Pennypacker), (Dewey)
2a	City West
2b	Overbrook
2c	Eastwick/Saratoga
2d	University City
3a	Oak Lane
3b	Chestnut Hill
3c	Manayunk
3d	Germantown-Logan
4a	Fox Chase
4b	Bustleton-Torresdale
4c	Frankford-Mayfair

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2.2.3.4 Philadelphia Suburbs Central Office District And Zone Boundaries

<u>Zones</u>	<u>Central Office Districts</u>
10	Chester Heights
11	Chester
12	Media
13	Swarthmore
14	Darby-Ridley Park-Sharon Hill
17	Upper Darby
21	Havertown-Manoa
22	Broomall-Newton Square
23	Cynwyd-Narberth
24	Ardmore
25	Bryn Mawr
26	Wayne
28	Paoli-Maivern-Berwyn
29	Valley Forge
30	Norristown
31	Conshohocken
32	Flourtown
33	Ambler
34	Cheltenham-Elkins Park-Jenkintown
37	Bethayres-Huntingdon
38	Willow Grove
39	Hatboro
40	Feasterville-Churchville
41	Eddington-Cornwells Heights
42	Bristol
43	Langhorne
44	Levittown
45	Warrington

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2.2.3.5 Pittsburgh Central Office District and Zone Boundaries

<u>Zones</u>	<u>Central Office Districts</u>
1	Central
2a	West View
2b	Bellevue
3a	Sharpsburgh
3b	Millvale
4a	Braddock
5	Homestead
6a	Carrick
6b	Mount Lebanon
7a	Crafton
7b	McKees Rocks
8	East Liberty

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2.2.3.6 Pittsburgh Suburban Central Office District and Zone Boundaries

<u>Zones</u>	<u>Central Office Districts</u>
10	McKeesport
11	Pleasant Hills
12	Bethel Park
13	Bridgeville
14a	Carnegie
14b	Carnegie
15	Coraopolis
16	Sewickley
17	Perrysville
18	Glenshaw
19	Fox Chapel
20	Oakmont
21	Penn Hills
22a	Turtle Creek
22b	Monroeville
23	Irwin

2.3 Exchange Access Service

2.3.1 General

Exchange Access Service provides a Customer with a voice-grade communications channel and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- A. receive calls from other stations on the public switched telecommunications network;
- B. access other services offered by the Company as set forth in this tariff;
- C. access certain interstate and international calling services provided by the Company;
- D. access (at no additional charge) the operators contracted for by the Company;
- E. access (at no additional charge) emergency services by dialing 0- or 9-1-1;
- F. access services provided by other common carriers which interconnect with the Company pursuant to tariff, contract or in some other Company approved manner;

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2.3.2 Service Ordering Charges

Service ordering charges are applied to Customers upon a request for service pursuant to Section 2.1.1 preceding and when a Customer requests subsequent changes in his/her service which require facility changes, software changes, and/or Customer account changes.

2.3.3 Service Ordering Charges -- Rate Schedule

<u>Service Charges</u>	<u>Non-Recurring Charge</u>	
	<u>Residence</u>	<u>Business</u>
Premises Work Charges		
- Initial	N/A	\$ 37.25
- Each 15 min. increment	N/A	\$ 11.00
Line Connection Charge	N/A	\$ 75.00
Telephone Number Change	N/A	\$ 43.50
Temporary Suspend Charge	N/A	\$ 35.50
Transfer of Billing Name	N/A	\$ 27.75
Service Change Order	N/A	\$ 7.00
Voluntary Toll Restriction	N/A	\$ 40.00
Toll Service Restoral (if not voluntary)	N/A	\$ 20.00

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2.3.4 Basic Exchange Access Service

Basic Exchange Access Service provides the Customer with a single, voice-grade communications channel connecting the Customer's premises and the Company's, or the Company's designated Carrier's, central office. Basic Exchange Access Service provides the Customer with access to the switched network for purposes of placing and receiving calls.

Basic Exchange Access Service Customers are entitled to a voice-grade communications channel. Basic Exchange Access Customers are not guaranteed any other facility requirement -- e.g., Customers are not guaranteed a communications path capable of supporting data transmissions.

2.3.5 Basic Exchange Access Services – Dial Tone Line and Usage Rate Schedule

Rates for Basic Exchange Access Services are based upon type and Class of Service and Dial Tone Line Cell Classification. All rates in this Section are applied monthly unless specifically identified otherwise.

The following charges apply to Basic Exchange Access Services in addition to the charges found in Section 2.3.6.

2.3.5.1 Pennsylvania Exchange Area –Rate Schedule

	<u>Monthly Rate by Cell</u>	
	<u>Cell 3</u>	<u>Cell 4</u>
A. <u>Dial Tone Line</u>		
1. <u>Residence</u>		
- Individual	N/A	N/A
- Two-Party, each party	N/A	N/A
2. <u>Business</u> ¹		
- Multi-Line Subscriber		
- Multi-Line, each	\$15.63	\$13.13
- Individual Line Subscriber		
- Individual Line, each	\$17.73	\$15.23

¹ The Business Dial Tone Line (DTL) monthly rate includes the Touch Tone Service feature.

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2.3.5.1 Pennsylvania Exchange Area -Rate Schedule (cont.)

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2.3.5.1 Pennsylvania Exchange Area -Rate Schedule (cont.)

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2.3.5.2 Philadelphia Exchange Area – Rate Schedule

	<u>Monthly Rate by Cell</u>	
	<u>Cell 1</u>	<u>Cell 2</u>
A. <u>Dial Tone Line</u>		
1. <u>Residence</u>		
- Individual	N/A	N/A
- Two-Party, each party	N/A	N/A
2. <u>Business</u>¹		
- Multi-Line Subscriber		
- Multi-Line Each	\$10.63	\$8.13
- Individual Line Subscriber		
- Individual Line Each	\$12.73	\$10.23

¹ The Business Dial Tone Line (DTL) monthly rate includes the Touch Tone Service feature.

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2.3.5.2 Philadelphia Exchange Area – Rate Schedule (cont.)

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2.3.5.3 Philadelphia Suburban Exchange Area – Rate Schedule

All of the Philadelphia Suburban Exchange Area is in Dial Tone Line Cell 3

	<u>Monthly Rate – Cell 3</u>
A. <u>Dial Tone Line</u>	
1. <u>Residence</u>	
- Individual	N/A
- Two-Party, each party	N/A
2. <u>Business</u> ¹	
- Multi-Line Subscriber	
- Multi-Line Each	\$15.63
- Individual Line Subscriber	
- Individual Line Each	\$17.73

¹ The Business Dial Tone Line (DTL) monthly rate includes the Touch Tone Service feature.

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2.3.5.3 Philadelphia Suburban Exchange Area – Rate Schedule (cont.)

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2.3.5.4 Pittsburgh Exchange Area – Rate Schedule

	<u>Monthly Rate by Cell</u>	
	<u>Cell 1</u>	<u>Cell 2</u>
A. <u>Dial Tone Line</u>		
1. <u>Residence</u>		
- Individual	N/A	N/A
- Two-Party, each party	N/A	N/A
2. <u>Business</u> ¹		
- Multi-Line Subscriber		
- Multi-Line, each	\$10.63	\$8.13
- Individual Line Subscriber		
- Individual Line, each	\$12.73	\$10.23

¹ The Business Dial Tone Line (DTL) monthly rate includes the Touch Tone Service feature.

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2.3.5.4 Pittsburgh Exchange Area – Rate Schedule (cont.)

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2.3.5.5 Pittsburgh Suburban Exchange Area

All of the Pittsburgh Suburban Exchange Area is in Dial Tone Line Cell 3

Monthly Rate – Cell 3

A. Dial Tone Line

1. Residence

- | | |
|-------------------------|-----|
| - Individual | N/A |
| - Two-Party, each party | N/A |

2. Business¹

- | | |
|------------------------------|---------|
| - Multi-Line Subscriber | |
| - Multi-Line Each | \$15.63 |
| - Individual Line Subscriber | |
| - Individual Line Each | \$17.73 |

¹ The Business Dial Tone Line (DTL) monthly rate includes the Touch Tone Service feature.

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2.3.5.5 Pittsburgh Suburban Exchange Area (cont.)

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2.3.6 Additional Charges Applied to Basic Exchange Access Services

In addition to the charges for Basic Exchange Access Services described in Section 2.3.5 preceding, the following charges apply to each individual Exchange Access Service line unless otherwise specified:

- A. The End User Common Line Charge (as set forth in Bell Atlantic Interstate Access Tariff F.C.C. No. 1, Section 3) applies in addition to the monthly Basic Exchange Access Services rate described above.
- B. The 911 Telecommunications Service Surcharge
- C. Any applicable municipal, state or federal taxes, franchise fees or other charges.
- D. Casual traffic charges that are derived from third party calls (e.g., 10XXX, 900/976, third party calls initiated by Customer through CoreComm's system) and trafficked over CoreComm's system.
- E. The Telecommunications Relay Service Surcharge

2.3.7 IntraLATA Toll Presubscription

A. General

IntraLATA toll presubscription is a procedure whereby a Customer designates to the Company the entity which the Customer wishes to be the carrier of choice (the "IntraLATA Toll Provider" or "ITP") for the Customer's IntraLATA toll calls without dialing an access code. The Customer may designate an ITP for intraLATA toll, a different carrier for interLATA toll, or the same carrier for both.

B. Presubscription Charge Application

1. Existing Customers may exercise an initial free presubscription choice by contacting the Company or the ITP directly, within 90 days of the Company's presubscription implementation date. The charge for the initial free choice change shall be payable by the new ITP.
2. New Customers who subscribe to service after the Company's presubscription implementation date (including an existing Customer who orders an additional line with a separate number) will be asked to select a primary ITP when they place an order for Company exchange service. If a Customer cannot decide upon an intraLATA toll carrier at that time, the Customer will have thirty days following completion of the Customer's request for service installation to make an intraLATA PIC choice without charge. In the interim, the Customer will be assigned a "No-PIC" and will have to dial an access code to make intraLATA toll calls.
3. Customer choices available as free selections to existing and new Customers under the circumstances identified in Sections 2.3.7.B.1 and 2.3.7.B.2 are:
 - a. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 1010XXXX or other required codes.
 - b. Choosing no carrier as a primary carrier, thus requiring 1010XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company. In addition, new Customers that do not select a preferred carrier will be assigned a "No-PIC."

C. Rates and Charges

After expiration of the initial free presubscription choice periods for existing and new Customers, as specified in Sections 2.3.7.B.1 and 2.3.7.B.2, respectively, Customer will be assessed the following intraLATA toll presubscription charge for any subsequent change in presubscription:

	<u>Rate</u>
Change in IntraLATA Toll Presubscription	\$5.00

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2.4 Local Usage Service

2.4.1 General

Local usage services provide Customers subscribing to the Company's Exchange Access Service the ability to place calls to and receive calls from parties located in the Company's Local Usage Service Area. The Local Usage Service Area of the Company is as described in Bell Atlantic - Pennsylvania, Inc.'s P.U.C. Tariff #180A.

2.4.2 This Section is Reserved for Future Use

2.4.3 Local Usage Service -- Rate Schedule

A. General

All Local Usage Service Rates are applied per minute of use as follows unless otherwise specified.

To determine rates charged for calls between zones, call bands (as defined in Section 2.4.5 of this tariff) are applicable.

B. Exchange Rate Classification

Where usage rate groups are applicable for certain usage packages, classification into such rate groups is made on the basis of the number of lines in the relevant local calling area for the package, adjusted by weighting factors that reflect distance:

1. Lines: The number of lines for each exchange is the sum of the total number of Residence and Business main lines.

2. Weighting Factors:

- For the exchange itself, each line is counted as "1".
- For each other exchange which may be called on a local basis, the number of lines is multiplied by a factor based on the rate center to rate center distance, as follows:

Mileage Bands	1 - 10	11 - 16	17 - 22	23 - 30
Distance Factors	1.0	1.5	2.0	2.5

3. The Weighted Line Rate Groups for Exchange Usage are:

<u>Usage Rate Group</u>	<u>Weighted Lines in Local Calling Area</u>
A	0 - 6,000
B	6,001 - 12,000
C	12,001 - 27,000
D	27,001 - 46,000
E	46,001 - 83,000
F	83,001 - 170,000
G	170,001 - 350,000

For the purposes of determining the Dial Tone Line rate, the Pennsylvania Exchanges are classified in Dial Tone Line Cells as provided in Section 2.2.3.

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2.4.3.1 Pennsylvania Exchange Area

A. Time Periods

All times shown below indicate the termination of one rate application period and the beginning of the "next." Calls connected at exactly the start or end of the time periods are considered to be in the "next" period.

Except where otherwise specified, time periods for all rates are as follows:

Weekday: 8:00 AM to 10:00 PM, Monday through Friday

Night and Weekend: 10:00 PM to 8:00 AM, Monday through Friday. All day, Saturday and Sunday

B. Local Usage Rate Schedule

The following rates apply to directly dialed local messages placed in the periods defined in 2.4.3.1.A., preceding.

	<u>Weekday</u>	<u>Night and Weekend</u>
- All Call Band 1 Calls, per call	\$0.07	\$0.028

C. Extended Area Unlimited Usage Package

With the Extended Area Unlimited Usage Package Option, the Customer pays a stipulated monthly rate for an unlimited number of outgoing calls within a specified local calling area. This option is only available to existing Business Customers who continue such service at their present locations. Rate Groups apply as provided in Section 2.4.3.B., preceding

	<u>Monthly Rate</u>
Rate Groups A, B, C	\$15.00
Rate Groups D, E	\$15.00
Rate Groups F, G	\$23.50

D. Local Area Unlimited Usage Package

With the Local Area Unlimited Usage package option, the Customer pays a stipulated monthly rate for an unlimited number of outgoing calls within a specified local calling area. This service is only available to existing Business Customers who continue such service at their present locations. Rate Groups apply as provided in Section 2.4.3.B., preceding

	<u>Monthly Rate</u>
Rate Groups A, B, C	\$15.00
Rate Groups D, E	\$19.20
Rate Groups F, G	\$19.20

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2.4.3.2 Philadelphia, Philadelphia Suburban, Pittsburgh, and Pittsburgh Suburban Exchange Areas

A. Time Periods

All times shown below indicate the termination of one rate application period and the beginning of the "next." Calls connected at exactly the start or end of the time periods are considered to be in the "next" period.

Except where otherwise specified, time periods for all rates are as follows:

Weekday:	8:00 AM to 5:00 PM, Monday through Friday
Evening	5:00 PM to 10:00 PM, Monday through Friday
Night and Weekend:	10:00 PM to 8:00 AM, Monday through Friday. All day, Saturday and Sunday

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2.4.3.2 Philadelphia, Philadelphia Suburban, Pittsburgh, and Pittsburgh Suburban Exchange Areas (cont.)

B. Local Usage Rate Schedule – Dial Station to Station Calls

1. Call Band 1

The following rates apply to directly dialed local messages placed in the periods defined in 2.4.3.2.A., preceding.

	<u>Weekday</u>	<u>Evening</u>	<u>Night and Weekend</u>
- Rate Per Call			
- Residential	N/A	N/A	N/A
- Business	\$0.07	\$0.07	\$0.028

2. Call Bands 2 - 6

The following rates apply to directly dialed station-to-station calls placed in the periods defined in 2.4.3.2.A., preceding.

	<u>Weekday</u>	<u>Evening</u>	<u>Night and Weekend</u>
Call Band 2, rate per minute			
- Residential	N/A	N/A	N/A
- Business	\$0.065	\$0.050	\$0.035
Call Band 3, rate per minute			
- Residential	N/A	N/A	N/A
- Business	\$0.065	\$0.050	\$0.035
Call Band 4, rate per minute			
- Residential	N/A	N/A	N/A
- Business	\$0.065	\$0.050	\$0.035
Call Band 5, rate per minute			
- Residential	N/A	N/A	N/A
- Business	\$0.065	\$0.050	\$0.035
Call Band 6, rate per minute			
- Residential	N/A	N/A	N/A
- Business	\$0.065	\$0.050	\$0.035

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2.4.3.2 Philadelphia, Philadelphia Suburban, Pittsburgh, and Pittsburgh Suburban Exchange Areas (cont.)

C. Unlimited Usage Package – Philadelphia Suburban and Pittsburgh Suburban Exchange Areas

With the Unlimited Usage package option, the Customer pays a stipulated monthly rate for an unlimited number of outgoing calls within a specified call band. This service is only available to existing Business Customers in the Philadelphia Suburban and Pittsburgh Suburban Exchange Areas who continue such service at their present locations. The following rates apply only to such Customers in the Philadelphia Suburban and Pittsburgh Suburban Exchange Areas.

	<u>Monthly Rate</u>
Call Band 1	\$23.50

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2.4.4 Additional Discounts

A. Volume Discount

These additional discount plans apply to Customers' basic usage rates. Tariff discounts are applied to the base tariff rates before any other discounts are applied.

Volume Discounts

<u>Revenue</u>	<u>Month-to-Month</u>	<u>One (1) Year Term</u>
\$0 – 250	0%	2%
\$251 – 500	3%	5%
\$501 – 750	5%	7%
\$751 – 1,000	7%	9%
\$1,001 – 2,000	10%	11%
\$2,001 – 3,000	11%	13%
\$3,001 – 10,000	12%	14%
\$10,001 +	Not Applicable	Not Applicable

A termination charge shall apply to a Customer who terminates subscription to all Company services prior to the end of the Customer's one year term of subscription. The termination charge shall be an amount equal to the product of (1) the difference between the one year discount and the month-to-month discount (e.g., 2%) and (2) the Customer's usage during the period prior to termination.

2.4.5 Call Bands

Call bands are used to determine the rates charged for calls between zones.

For example, to find the charges applicable to dial station-to-station messages for the Philadelphia Suburban exchange area, one would consult the chart in Section 2.4.5.B. To find the call band applicable for a call between Zone 13 and Zone 40, find the row for Zone 13 along the horizontal rows of the table, and follow it across to the column for Zone 40. The table shows that the applicable Call Band is Call Band 5. Then refer to Section 2.4.3.2.B.2. to determine the applicable rate for the time period of the call.

2.4.5 Call Bands (cont.)

A. Philadelphia Exchange Areas

The following table shows the call bands applicable from stations within the Philadelphia exchange to all zones of the Philadelphia Suburban Exchange

From Philadelphia Exchange	Philadelphia Exchange To Philadelphia Suburban Exchange																											
	10	11	12	13	14	17	21	22	23	24	25	26	28	29	30	31	32	33	34	37	38	39	40	41	42	43	44	45
Zone 1	4	3	3	3	2	2	2	3	2	2	3	3	4	4	3	3	3	3	3	3	3	4	4	3	4	4	4	4
Zone 2a	3	3	2	2	1	1	1	3	1	1	2	3	3	3	3	2	3	3	3	3	3	4	4	4	5	5	5	4
Zone 2b	3	3	2	2	1	1	1	3	1	1	2	3	3	3	3	2	3	3	3	3	3	4	4	4	5	5	5	4
Zone 2c	3	3	2	2	1	1	1	3	1	1	2	3	3	3	3	2	3	3	3	3	3	4	4	4	5	5	5	4
Zone 2d	3	3	2	2	1	1	1	3	1	1	2	3	3	3	3	2	3	3	3	3	3	4	4	4	5	5	5	4
Zone 3a	4	4	3	3	3	2	2	3	1	2	2	3	3	3	2	1	1	2	1	2	2	2	3	3	4	4	4	3
Zone 3b	4	4	3	3	3	2	2	3	1	2	2	3	3	3	2	1	1	2	1	2	2	2	3	3	4	4	4	3
Zone 3c	4	4	3	3	3	2	2	3	1	2	2	3	3	3	2	1	1	2	1	2	2	3	3	3	4	4	4	3
Zone 3d	4	4	3	3	3	2	2	3	1	2	2	3	3	3	2	1	1	2	1	2	2	2	3	3	4	4	4	3
Zone 4a	5	5	4	4	4	3	3	4	3	3	3	4	5	4	4	3	2	3	1	1	2	2	1	1	3	2	3	3
Zone 4b	5	5	4	4	4	3	3	4	3	3	3	4	5	4	4	3	2	3	1	1	2	2	1	1	3	2	3	3
Zone 4c	5	5	4	4	4	3	3	4	3	3	3	4	5	4	4	3	2	3	1	1	2	2	1	1	3	2	3	3

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2.4.5 Call Bands (cont.)

B. Philadelphia Suburban Exchange Areas

The following table shows the call bands applicable from stations within the Philadelphia Suburban Exchange to all points with their local calling areas

		Metro Call Bands Applicable from Philadelphia Suburban Zones																										
	10	11	12	13	14	17	21	22	23	24	25	26	28	29	30	31	32	33	34	37	38	39	40	41	42	43	44	45
Zone 10	F	1	F	2	2	3	3	2	3	3	3	3	3	3	4	3	4	4	5	5	5	5	6	5	6	6	6	6
Zone 11	1	F	1	1	1	2	2	3	3	3	3	3	3	4	4	4	4	4	5	5	5	6	5	6	6	6	6	6
Zone 12	F	1	F	1	2	2	2	1	2	2	2	2	2	3	3	3	4	4	4	4	4	5	5	5	6	6	6	5
Zone 13	2	1	1	F	1	1	1	1	2	2	2	2	3	3	3	3	4	4	4	4	4	5	5	5	6	5	6	5
Zone 14	2	1	2	1	F	1	2	2	2	2	2	3	3	4	4	3	3	4	4	4	4	4	5	5	5	5	5	5
Zone 17	3	2	2	1	1	F	F	2	2	2	2	2	3	3	3	3	3	3	4	4	4	4	4	4	5	5	5	5
Zone 21	3	2	2	1	2	F	F	1	2	1	2	2	3	3	3	2	3	3	3	3	3	4	4	4	5	5	5	4
Zone 22	2	3	1	1	2	2	1	F	2	1	1	1	1	2	2	2	3	3	4	4	4	4	5	5	6	5	6	5
Zone 23	3	3	2	2	2	2	2	2	F	F	1	2	3	3	2	2	2	2	2	3	3	3	4	3	4	4	5	4
Zone 24	3	3	2	2	2	2	1	1	F	F	F	1	3	2	2	1	2	3	3	3	3	3	4	4	5	5	5	4
Zone 25	3	3	2	2	2	2	2	1	1	F	F	F	2	2	2	1	2	3	3	3	3	3	4	4	5	5	5	4
Zone 26	3	3	2	2	3	2	2	1	2	1	F	F	F	1	1	1	3	3	3	4	3	4	4	5	5	5	5	4
Zone 28	3	3	2	3	3	3	3	1	3	3	2	F	F	1	2	3	3	3	4	5	4	4	5	5	6	6	6	5
Zone 29	3	4	3	3	4	3	3	2	3	2	2	1	1	F	F	2	3	3	3	4	4	4	5	5	6	5	6	4
Zone 30	4	4	3	3	4	3	3	2	2	2	2	1	2	F	F	1	2	1	3	3	3	3	4	4	5	5	5	3
Zone 31	3	4	3	3	3	3	2	2	2	1	1	1	3	2	1	F	1	1	2	3	3	3	4	4	5	4	5	3
Zone 32	4	4	4	4	3	3	3	3	2	2	2	3	3	3	2	1	F	F	1	2	2	2	3	3	4	3	4	3
Zone 33	4	4	4	4	4	3	3	3	2	3	3	3	3	3	1	1	F	F	1	2	1	1	3	3	4	4	4	1
Zone 34	5	4	4	4	4	3	3	4	2	3	3	3	4	3	3	2	1	1	F	1	1	1	2	2	3	3	3	3
Zone 37	5	5	4	4	4	4	3	4	3	3	3	4	5	4	3	3	2	2	1	F	1	1	1	2	3	2	3	1
Zone 38	5	5	4	4	4	4	3	4	3	3	3	3	4	4	3	3	2	1	1	1	F	1	1	2	3	3	3	1
Zone 39	5	5	5	5	4	4	4	4	3	3	3	4	4	4	3	3	2	1	1	1	1	F	F	3	3	3	3	F
Zone 40	6	5	5	5	5	4	4	5	4	4	4	4	5	5	4	4	3	3	2	1	1	F	F	1	2	F	2	1
Zone 41	5	5	5	5	5	4	4	5	3	4	4	5	5	5	4	4	3	3	2	2	2	3	1	F	F	F	2	3
Zone 42	6	6	6	6	5	5	5	6	4	5	5	5	6	6	5	5	4	4	3	3	3	3	2	F	F	F	F	4
Zone 43	6	6	6	5	5	5	5	5	4	5	5	5	6	5	5	4	3	4	3	2	3	3	F	F	F	F	F	3
Zone 44	6	6	6	6	5	5	5	6	5	5	5	5	6	6	5	5	4	4	3	3	3	3	2	2	F	F	F	3
Zone 45	6	6	5	5	5	5	4	5	4	4	4	4	5	4	3	3	3	1	3	1	1	F	1	3	4	3	3	F
Other Exchanges Philadelphia																												
Zone 1	4	3	3	3	2	2	2	3	2	2	3	3	4	4	3	3	3	3	3	3	3	4	4	3	4	4	4	4
Zone 2a	3	3	2	2	1	1	1	3	1	1	2	3	3	3	3	2	3	3	3	3	3	4	4	4	5	5	5	4
Zone 2b	3	3	2	2	1	1	1	3	1	1	2	3	3	3	3	2	3	3	3	3	3	4	4	4	5	5	5	4
Zone 2c	3	3	2	2	1	1	1	3	1	1	2	3	3	3	3	2	3	3	3	3	3	4	4	4	5	5	5	4
Zone 2d	3	3	2	2	1	1	1	3	1	1	2	3	3	3	3	2	3	3	3	3	3	4	4	4	5	5	5	4
Zone 3a	4	4	3	3	3	2	2	3	1	2	2	3	3	3	2	1	1	2	1	2	2	2	2	3	3	4	4	3
Zone 3b	4	4	3	3	3	2	2	3	1	2	2	3	3	3	2	1	1	2	1	2	2	2	2	3	3	4	4	3
Zone 3c	4	4	3	3	3	2	2	3	1	2	2	3	3	3	2	1	1	2	1	2	2	2	2	3	3	4	4	3
Zone 3d	4	4	3	3	3	2	2	3	1	2	2	3	3	3	2	1	1	2	1	2	2	2	2	3	3	4	4	3
Zone 4a	5	5	4	4	4	3	3	4	3	3	3	4	5	4	4	3	2	3	1	1	2	2	1	1	3	2	3	3
Zone 4b	5	5	4	4	4	3	3	4	3	3	3	4	5	4	4	3	2	3	1	1	2	2	1	1	3	2	3	3

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Zone 4c	5	5	4	4	4	3	3	4	3	3	3	4	5	4	4	3	2	3	1	1	2	2	1	1	3	2	3	3
---------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

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2.4.5 Call Bands (cont.)

B. Philadelphia Suburban Exchange Areas (cont.)

Metro Call Bands Applicable From Philadelphia Suburban Zones																													
	10	11	12	13	14	17	21	22	23	24	25	26	28	29	30	31	32	33	34	37	38	39	40	41	42	43	44	45	
Buckingham																													1
Center Point															1	1													
Chester Springs													1																
Collegeville														1	1	1													
Downingtown													1																
Doylestown																													F
Eagle													1																
Exton													1																
Harleysville															1														
Holly Oak, Del.	1	1																											
Lansdale															1														
Lenape	1												1																
Line Lexington																													1
Mendenhall	1																												
Morrisville																										1	1	F	
Newtown																							1				F	1	
North Wales															1				1	1									
Phoenixville													1	F	1														
Royersford														1	1														
Schwenksville															1														
West Chester	1												1																
Westown	1												1																
Wilmington, Del.	1																												
Wyocombe																								1					1
Yardley																										1	F	F	

Where "F" or "1" is shown in the above table, service is on an unlimited basis for Local Area Unlimited Usage Package customers, and Metro Call band 1 rates apply for the customers who select the Valu-Pak, Standard and Budget Options. Where "F" or any number shown in the above table, service is on an unlimited basis for Metropolitan Area Unlimited Usage Package customers, for calls originated on a Dial Station-to-Station basis from the Metropolitan Area Unlimited Usage Dial Tone Line. Blank spaces indicate that service is provided on a message toll basis.

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2.4.5 Call Bands (cont.)

C. Pittsburgh Exchange Areas

The following table shows the call bands applicable from stations within the Pittsburgh exchange to all Zones of the Pittsburgh Suburban exchange.

To Pittsburgh Suburban Exchange	Metro Call Bands Applicable From Pittsburgh Exchange												
	Zone 1	Zone 2		Zone 3		Zone 4		Zone 5	Zone 6		Zone 7		Zone 8
		a	b	a	b	a	b		a	b	a	b	
Zone 10	2	3	3	3	3	2	2	1	2	2	3	3	2
Zone 11	2	3	3	3	3	2	2	1	1	1	3	3	2
Zone 12	2	3	3	3	3	3	3	2	1	1	2	2	3
Zone 13	2	2	2	3	3	3	3	3	1	1	2	2	3
Zone 14a	2	2	2	2	2	3	3	3	1	1	1	1	3
Zone 14b	2	2	2	2	2	3	3	3	1	1	1	1	3
Zone 15	2	1	1	3	3	3	3	4	3	3	1	1	3
Zone 16	3	2	2	3	3	4	4	5	3	3	2	2	3
Zone 17	2	1	1	2	2	3	3	4	3	3	2	2	2
Zone 18	2	2	2	1	1	2	2	4	3	3	2	2	2
Zone 19	2	2	2	1	1	2	2	2	3	3	3	3	1
Zone 20	3	3	3	1	1	2	2	2	3	3	3	3	1
Zone 21	2	3	3	2	2	1	1	2	3	3	3	3	2
Zone 22a	2	3	3	2	2	1	1	2	3	3	3	3	2
Zone 22b	2	3	3	2	2	1	1	2	3	3	3	3	2
Zone 23	4	4	4	4	4	3	3	3	3	3	4	4	3

The Local Area unlimited Usage Package monthly rate covers unlimited local calling to all stations within the Zones of the Pittsburgh Exchange Area.

Zone

- 1 Central
- 2a. West View
- 2b. Bellvue
- 3a. Sharpsburg
- 3b. Millvale
- 4a. Braddock
- 4b. Wilkinsburg

Zone

- 5. Homestead
- 6a. Carrick
- 6b. Mount Lebanon
- 7a. Crafton
- 7b. McKees Rocks
- 8. East Liberty

2.4.5 Call Bands (cont.)

D. Pittsburgh Suburban Exchange Areas

The following table shows the call bands applicable from stations within the Pittsburgh Suburban Exchange to all points with their local calling areas.

	10	11	12	13	14a	14b	15	16	17	18	19	20	21	22a	22b	23
Zone 10	F	1	2	3	3	3	4	4	4	3	3	3	2	1	1	1
Zone 11	1	F	F	2	2	2	3	4	3	3	3	3	3	1	1	1
Zone 12	2	F	F	1	2	2	3	4	3	3	3	4	3	3	3	4
Zone 13	3	2	1	F	F	F	3	3	3	3	4	4	3	3	3	4
Zone 14	3	2	2	F	F	F	1	3	2	3	3	3	3	3	3	4
Zone 15	4	3	3	3	1	1	F	1	2	3	3	4	4	4	4	5
Zone 16	4	4	4	3	3	3	1	F	2	3	3	4	4	4	4	5
Zone 17	4	3	3	3	2	2	2	2	F	1	2	3	3	3	3	5
Zone 18	3	3	3	3	3	3	3	3	1	F	F	2	2	3	3	4
Zone 19	3	3	3	4	3	3	3	3	2	F	F	F	2	2	2	4
Zone 20	3	3	4	4	3	3	4	4	3	2	F	F	F	2	2	3
Zone 21	2	3	3	3	3	3	4	4	3	2	2	F	F	1	F	3
Zone 22	1	2	3	3	3	3	4	4	3	3	2	2	F	F	F	F
Zone 23	1	3	4	4	4	4	5	5	5	4	4	3	3	F	F	F
Other Exchanges																
Zone 1	2	2	2	2	2	2	2	3	2	2	2	3	2	2	2	4
Zone 2a	3	3	3	2	2	2	1	2	1	2	2	3	3	3	3	4
Zone 2b	3	3	3	2	2	2	1	2	1	2	2	3	3	3	3	4
Zone 3a	3	3	3	3	2	2	3	3	2	1	1	1	2	2	2	4
Zone 3b	3	3	3	3	2	2	3	3	2	1	1	1	2	2	2	4
Zone 4a	2	2	3	3	3	3	3	4	3	2	2	2	1	F	F	3
Zone 4b	2	2	3	3	3	3	3	4	3	2	2	2	1	1	1	3
Zone 5	1	1	2	3	2	2	3	4	3	3	2	2	2	2	2	3
Zone 6a	2	1	1	1	1	1	3	3	3	3	3	3	3	3	3	3
Zone 6b	2	1	1	1	1	1	3	3	3	3	3	3	3	3	3	3
Zone 7a	3	3	2	2	1	1	1	2	2	2	3	3	3	3	3	4
Zone 7b	3	3	2	2	1	1	1	2	2	2	3	3	3	3	3	4
Zone 8	2	2	3	3	3	3	3	3	2	2	1	1	2	2	2	3

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2.4.5 Call Bands (cont.)

D. Pittsburgh Suburban Exchange Areas (cont'd)

	Other Exchanges															
	10	11	12	13	14a	14b	15	16	17	18	19	20	21	22a	22b	23
Aliquippa								1								
Ambridge							1	F								
Canonsburg				1												
Clairton	1	1														
Elizabeth	1	1														
Export														1	1	1
Finleyville			F													
Glenwillard							F	1								
Harrison City															1	F
Hermietic																F
Imperial					1	1	F									
Jeanette																F
McDonald				1												
McMurray			F	1												
New Kensington													1			
Oakdale				F	F	F										
Springdale													1			1
Tarentum													1			
Wexford									1							

Where "F" or "1" is shown in the above table, service is on an unlimited basis for Local Area Unlimited Usage Package Customers, and Metro Call band 1 rates apply for the Customers who select the Valu-Pak, Standard and Budget Options. Where "F" or any number shown in the above table, service is on an unlimited basis for Metropolitan Area Unlimited Usage Package customers, for calls originated on a Dial Station-to-Station basis from the Metropolitan Area Unlimited Usage Dial Tone Line. Blank spaces indicate that service is provided on a message toll basis.

2.5 Optional Exchange Access Service Enhancement Features and Rate Schedule

2.5.1 General

Services in this section may be purchased in addition to a Company-provided Exchange Access Service. These features are available only when purchased in combination with a Company provided Exchange Access Service.

2.5.2 Optional Exchange Access Service Enhancement Features

AUTOMATIC CALL BACK

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 calls go 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.

BUSY LINE TRANSFER

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. Additional local usage charges can apply (see Section 2.4).

CALL BLOCK

This service allows the Customer to prevent future calls from up to a maximum of six specific telephone numbers. This service can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive future calls. This list can only be created from and for telephone numbers located in appropriately equipped offices. Further calls to the Call Block Customer from telephone numbers on this screening list are connected to an announcement stating that the called party is not accepting calls and the Call Block Customer's telephone does not ring. For calls from a line within multiline hunting, the call is blocked only where the main telephone number has been entered in the screening list. Customers can either incur a daily usage charge that applies for each day the list is active; or subscribe to the service and incur a monthly charge for unlimited use.

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2.5.2 Optional Exchange Access Service Enhancement Features (continued)

CALL FORWARDING – Busy Line

This feature allows incoming calls to a line that is busy to be forwarded to another line specified by the Customer. The Call Forwarding – Busy Line feature is furnished from central offices where facilities are available as determined by the Company

CALL FORWARDING – Busy Line and Don't Answer

In addition to the Call Forwarding – Busy Line services, this feature also allows incoming calls to a line that is not answered after a specific number of rings designated by the customer and within parameters defined by the Company to be forwarded to another line specified by the Customer. On a monthly basis, Customers may subscribe to one feature or to both features combined. This offering is available to individual line Residence and Business Customers, excluding Exchange Access Lines associated with Direct Inward Dialing, WATS, Centrex, Semipublic, COCOT, Mobile service or other services as determined by the Company.

Call Forwarding – Busy Line, Don't Answer features are furnished from, central offices where facilities are available, as determined by the Company.

CALL FORWARDING - Variable

Permits a Customer to automatically transfer all incoming calls to another dialable telephone number. In addition to these charges, local usage charges as detailed in Section 2.4 will apply.

CALL FORWARDING REMOTE

In addition to the Call Forwarding Variable feature access method, Call Forwarding Remote provides the Customer with access from any touch-tone or touch-signaling-capable telephone. The Customer will dial a Remote Access Directory Number (RADN) and then be guided by voice prompts to enter required information, including a Personal Identification Number (PIN). Calls forwarded by this feature may be subject to local or toll charges as appropriate. Call Forwarding Remote Service is only offered on a monthly subscription basis. Call Forwarding Remote is a Remote Change Service.

2.5.2 Optional Exchange Access Service Enhancement Features (continued)

CALL TRACE

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 basic exchange access service includes only Residence lines. The traced number will not be provided to the Customer by the Company, but it will be provided to law enforcement officials upon the written request of the Customer.

CALL WAITING

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

CALLER ID

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 line or on a Customer-provided 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 may also, as facilities permit, provide a customer with Anonymous Call Rejection, the feature that provides the ability to reject calls from callers who have chosen to block the passage of their telephone numbers and associated main listed names on outgoing calls.

CALLER ID DELUXE

This service, in addition to providing the same capabilities as Caller ID, displays both the incoming telephone number and the main listed name associated with the incoming telephone number. This service will display all telephone numbers, including Non-Published and Non-Listed telephone numbers, unless blocked on the originating end. When a calling party is using blocking, the Caller ID Deluxe subscriber will receive an indication that the name and number are blocked.

Caller ID Deluxe may also, as facilities permit, provide a customer with Anonymous Call Rejection, the feature that provides the ability to reject calls from callers who have chosen to block the passage of their telephone numbers and associated main listed names on outgoing calls.

Caller ID Deluxe Service is available to Customers by monthly subscription only, which provides unlimited use of the service.

2.5.2 Optional Exchange Access Service Enhancement Features

BLOCKING

A calling party may block the passage of his/her telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to Optional Exchange Access Service Enhancement Features. Blocking will also prevent call completion through the use of Automatic Call Back Service. Customers have two blocking options:

Per-Call Blocking

To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per-call blocking, and it is provided on an unlimited basis.

Line Blocking

Line Blocking must be added to a Customer's line by contacting the Company's business office and having a service order issued. All calls are automatically blocked when a Customer subscribes to line blocking unless the blocking feature is deactivated. If a customer subscribes to line blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only. Line blocking is provided without charge, except as discussed in the rate section of this Tariff.

Per-Call and Line Blocking Services require special central office equipment and are furnished only from central offices where facilities are available, as determined by the Company. The services can be activated by either dial-pulse (rotary) or Touch-Tone line dial tone service. These services can be provided to individual line customers only.

Blocking services, both per-call and line, are available to all Customers in the Company's serving territory. Per-Call Blocking is automatically available for Residence and Business Customers, and Line Blocking can be obtained by contacting the Company's business office and having a service order issued. If a customer chooses to block, the name, number, and voiceback, Blocking will also prevent call completion through the use of Automatic Call Back Service.

2.5.2 Optional Exchange Access Service Enhancement Features (continued)

CALLER ID WITH NAME

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.

CONTROL EQUIPMENT FOR EXCHANGE ACCESS LINES

Make Busy Arrangement

An exchange access line make busy arrangement may be furnished when a Customer wishes to control the volume of incoming calls to an exchange access line or lines operated as a group. Control equipment located in the serving central office, a Customer-provided control key on the Customer's premises and a Metallic channel for miscellaneous purposes are required to provide this service. The make busy arrangement will not be provided on Toll Free Service, coin telephone service or exchange access lines not operated as a hunting group.

Hunting Arrangement

Exchange access lines arranged as a hunting group may be furnished by control equipment located in the serving central office to provide the capability of completing multiple calls to a Customer by dialing one main telephone number

Stop Hunt Feature

The stop hunt feature provides a Customer with a means of discontinuing trunk hunting at a predetermined point within a number of exchange access lines operated as a group. Control equipment located in the serving central office, a Customer-provided control key on the Customer's premises and a Metallic channel for miscellaneous purposes are required to provide this service. The stop hunt feature will not be provided on coin telephone service.

2.5.2 Optional Exchange Access Service Enhancement Features (continued)

FOUR WIRE SERVICE TERMINATING ARRANGMENT

The Four Wire Service Terminating Arrangement permits switching equipment that is designed to use four wire terminations to be connected to the Company's standard two wire Foreign Exchange and Foreign Central Office exchange facilities toll network. While this offering contemplates the use of four wire facilities, between the local serving wire centers and the premises switching equipment, two wire facilities may be used

Transmission performance that meets the established standards of the Company will be obtained over facilities connected to a Four Wire Service Terminating Arrangement. If a Customer requests improvement beyond this, additional equipment will be provided, where facility conditions permit, subject to additional rates and changes based on the costs incurred.

MULTI RING SERVICE

Multi Ring Service enables an individual line subscriber to have up to two telephone numbers (referred to as "Dependent" numbers) assigned to one dial tone line in addition to the main number (referred to as the "Master" number). Customers subscribing to this service will be able to receive calls dialed to two or three separate numbers without having a second or third access line. Distinctive ringing will be provided for each of the additional telephone numbers to facilitate identification of incoming calls. Multi Ring Service is associated with incoming calls only and does not provide a separate dial tone line to place outgoing calls. A distinctive Call Waiting tone for each additional telephone number will be provided, where facilities permit, to Customers subscribing to the Call Waiting feature of Custom Calling Service.

PRIORITY CALL

This service provides one distinctive audible signal to the called Customer when a call is received from one of up to six prespecified telephone numbers. This service is only available with telephone numbers located in appropriately equipped offices. If the called customer subscribes to Call Waiting, and the call arrives while the line is busy, the Call Waiting tone has a distinctive pattern. For calls from a dial tone line with multiline hunting, the distinctive signal is only produced when the main telephone number has been entered in the screening list.

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2.5.2 Optional Exchange Access Service Enhancement Features (continued)

REPEAT DIALING

Allows a calling party to automatically redial the last number dialed, provided there has been no intervening calls. If the called line is busy, a 30-minute queuing process begins. The calling party is then given an indication that the network will attempt to set up the call when the called line is idle. The network periodically tests the busy status of the called line until both lines are found idle or the queuing process expires.

Customer can subscribe to this service and pay a monthly charge or use it on a per activation basis. If a customer subscribes to this service, the monthly rate includes unlimited usage. When the customer uses the service on a per activation basis, a usage charge applies each time the service is activated whether or not the called party answers.

SELECT FORWARD

This service allows the Customer to select a maximum of six telephone numbers to be forwarded to a second telephone number. This list can only be created from and for telephone numbers located in appropriately equipped offices. Only calls from those telephone numbers in the screening list may be forwarded to the designated telephone number.

For calls from a line within multiline hunting, the call is selectively forwarded only where the main telephone number has been entered in the screening list.

Customers can either incur a daily usage charge that applies for each day the list is active, or subscribe to the service and incur a monthly charge for unlimited use.

THREE-WAY CALLING

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

2.5.3 Optional Exchange Access Service Enhancement Features -- Rate Schedule

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

	<u>Residence</u>	<u>Business</u>
AUTOMATIC CALL BACK		
- Monthly	N/A	\$4.00
- Per Activation	N/A	\$0.75
BLOCKING		
- Non Recurring Charge ¹	N/A	\$20.00
BUSY LINE TRANSFER	N/A	\$2.00
CALL BLOCK	N/A	\$5.00
- Usage rate	N/A	\$0.50
CALL FORWARDING		
- Busy line	N/A	\$2.00
- Busy line and Don't Answer	N/A	\$2.00
- Variable	N/A	\$5.00
CALL FORWARDING REMOTE	N/A	\$7.00
CALL TRACE		
- Per Activation	N/A	\$1.00
CALL WAITING	N/A	\$5.00
CALLER ID	N/A	\$8.50
CALLER ID DELUXE	N/A	\$9.50

¹ Charge applies to change orders for subscription to feature. One charge applies per line, per order. The charge is in addition to applicable charges for other work being performed. The initial request for line blocking will be provided free of charge for all new and existing Customers upon request to the Company's business office. However, if a Customer subscribes, disconnects, and then reconnects line blocking at the same address, a nonrecurring charge will be charged. The nonrecurring charge will not, under any circumstances, however, be applied to victims of domestic violence receiving services from a domestic violence program or protected by court order, social welfare agencies such as women's shelters, health and counseling centers, public service hotlines and the staff thereof.

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2.5.3 Optional Exchange Access Service Enhancement Features -- Rate Schedule (cont.)

	<u>Residence</u>	<u>Business</u>
CONTROL EQUIPMENT FOR EXCHANGE ACCESS LINES		
- Make Busy Arrangement		
- Central Office Control Equipment ¹	N/A	\$4.22
- Hunting Arrangement		
- Rearrangement of Configuration ²	N/A	\$32.00
- Stop Hunt Feature		
- Central Office Control Equipment ³	N/A	\$4.22
FOUR WIRE SERVICE TERMINATING ARR. ⁴	N/A	\$23.40
MULTI RING SERVICE		
- 1st Line	N/A	\$6.50
- 2nd Line	N/A	\$6.50
PRIORITY CALL	N/A	\$2.75
- Usage rate	N/A	\$0.50
REPEAT DIALING	N/A	\$3.00
- Usage Rate	N/A	\$0.75
SELECT FORWARD	N/A	\$3.50
- Usage Rate	N/A	\$0.50
THREE-WAY CALLING	N/A	\$5.00
- Usage Rate	N/A	\$0.75

¹ For each eleven or less exchange access lines made busy

² One time charge for rearrangement of the configuration of exchange access lines arranged for hunting (includes addition or deletion of hunting on any or all lines). No charge applies to arrange exchange access lines for hunting when the arrangement is made coincident with the establishment of the lines. A charge applies to arrange established lines.

³ Charge applies to remove hunting.

⁴ When installed coincident and subsequent to the dial tone line with which associated.

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2.5.4 Optional Exchange Access Service Enhancement Features— Non-Recurring Charges

A. Nonrecurring Rates

The following nonrecurring service charges apply to change orders for subscription Optional Central Office Services. One charge applies per line, per order regardless of the number of services being changed or added. The nonrecurring Product/Service Charge is in addition to applicable charges for other work being performed.

	<u>Nonrecurring Product/Service Charge¹</u>
1. Change orders for subscription Optional Central Office Services, per line, per order.	
- Residential	N/A
- Business	\$10.00
2. Optional Central Office Usage Services Service Reactivation, per line ²	
- Residential	N/A
- Business	\$10.00
3. Change PIN for Remote Access Service, per change by Company	
- Residential	N/A
- Business	\$10.00
Change Call Forwarding arrangement on Multi Ring Service, per change ³	
- Residential	N/A
- Business	\$10.00
Change standard ringing and associated tone patterns or change telephone number of dependent Multi Ring number, per change	
- Residential	N/A
- Business	\$10.00

¹ Appropriate business rates are applicable to Feature Group A and Lineside Basic Service Arrangement (BSA) Switched Access Service.

² Applies to Customers who have previously had usage service(s) removed. These charges are not subject to any waiver stated in this or any other sections of this tariff. One charge applies per line regardless of the number of services reactivated.

³ Applies to Customers who have previously established service. These charges are not subject to any waiver stated in this or any other sections of this tariff.

2.5.4 Optional Exchange Access Service Enhancement Features– Non-Recurring Charges (cont.)

A. Nonrecurring Rates (cont.)

	<u>Nonrecurring Product/Service Charge¹</u>
4. Change Multi Ring Service, per change (Change Call Forwarding Arrangement, standard ringing and associated tone patterns, or telephone number of dependent number)	
- Residential	N/A
- Business	\$10.00
5. Line Blocking ²	
- Residential	N/A
- Business	\$10.00
6. For subscription requests received within a 90-day period following the initial provision of central office facilities, the introduction of new services, or the enhancement of existing services, the Company will waive the nonrecurring Product/Service Charge for the establishment of selected Optional Services. This provision does not apply to Centrex customers.	

¹ Appropriate business rates are applicable to Feature-Group A and Lineside Basic Service Arrangement (BSA) Switched Access Service.

² The initial request for line blocking will be provided free of charge for all new and existing Customers upon request to the Company's business office. However, if a Customer subscribes, disconnects, and then reconnects Line Blocking at the same address, a nonrecurring product/service charge will be charged. The nonrecurring charge will not, under any circumstances, however, be applied to victims of domestic violence receiving services from a domestic-violence program or protected by a court order, social welfare agencies such as women's shelters, health and counseling centers, public service hotlines and the staff thereof.

2.5.5 CoreComm Enhanced Business Line

A. Description

CoreComm Enhanced Business Line is a package of optional exchange access service enhancement features which is available only to Business Customers. The following optional exchange access service enhancement features that comprise CoreComm Enhanced Business Line are as described in Section 2.5.2 of this tariff:

1. Automatic Call Back
2. Call Block
3. Call Trace
4. Caller ID with Anonymous Call Rejection
5. Caller ID Deluxe with Anonymous Call Rejection
6. Priority Call
7. Repeat Dialing
8. Select Forward

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2.5.5 CoreComm Enhanced Business Line (continued)

A. Description (continued)

The following Digital Features are also available with CoreComm Enhanced Business Line service:

1. Call Park

Allows a CoreComm Enhanced Business Line user to park calls against its own directory number. The parked calls can be retrieved by dialing the feature access code for retrieval and the station line number against which the calls are parked.

2. Directed Call Park

Allows calls to be parked against any station directory number appearance. If desired, a security code may be required to retrieve the call.

3. Executive Busy Override (EBO)

Specifies that the line can invoke an override when encountering a busy station. The station user gains access to a busy station by flashing the switchhook and dialing a feature code, or by pressing the EBO button. A warning tone is emitted and a three-way connection is established. The station invoking override can then hang up, allowing the prior conversation to continue. The station may also drop the third party from the connection, by flashing the switchhook or pressing the EBO button a second time.

EBO shall be used only in the ordinary course of business for lawful business purposes by the Customer or persons authorized by the Customer. A person using EBO shall upon being connected to a call immediately notify the other parties to the call that he has been connected to the call. If any other party to the call states that he objects to the person using EBO being connected to the call, the person using EBO shall immediately terminate his connection to the call.

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2.5.5 CoreComm Enhanced Business Line (continued)

A. Description (continued)

3. Executive Busy Override (EBO) (continued)

The Customer shall notify its agents, servants, and employees and other persons placing calls that EBO has been installed and that calls may be accessed by another station.

The Customer and other persons using EBO must comply with all Federal and State laws and regulations applicable to use of EBO. The Customer shall indemnify, defend, and hold harmless the Company and its agents, servants, and employees, against any and all claims, demands, liabilities, losses, judgements, fines, penalties and expenses arising out of or resulting from the failure of the Customer, its agents, servants or employees, or other persons using EBO, to comply with Federal and State laws and regulations applicable to use of EBO.

4. Last Number Redial

Enables a subscriber to redial the last called number (up to 24 digits) by depressing a single key or by dialing an access code rather than the entire number.

2.5.5 CoreComm Enhanced Business Line (continued)

B. Rate Schedule

	<u>Per Month</u>		
	<u>Restricted</u>	<u>Unrestricted</u>	
1. Service Lines, each	\$22.50	\$22.50	
2. Optional Exchange Access Service Enhancement Features	<u>Product / Service Charge*</u>	<u>Usage Charge</u>	<u>Monthly Charge</u>
a. Automatic Call Back, per line	\$10.00	--	\$1.50
b. Call Block, per line	\$10.00	--	\$1.50
c. Call Trace **	--	\$1.00	--
d. Caller ID with Anonymous Call Rejection, per line ***			
- purchased without the CoreComm Enhanced Business Line Feature Package	\$10.00	--	\$6.00
- purchased with the CoreComm Enhanced Business Line Feature Package	\$10.00	--	\$5.00
e. Caller ID Deluxe with Anonymous Call Rejection, per line ***			
- purchased without the CoreComm Enhanced Business Line Feature Package	\$10.00	--	\$7.00
- purchased with the CoreComm Enhanced Business Line Feature Package	\$10.00	--	\$5.75
f. Priority Call, per line	\$10.00	--	\$1.50
g. Repeat Dialing, per line	\$10.00	--	\$1.50
h. Select Forward, per line	\$10.00	--	\$1.50
i. CoreComm Enhanced Business Line Feature Package, per line (Includes all features except Caller ID, Anonymous Call Rejection, and Call Trace)	\$10.00	--	\$4.00

* Not applicable if installed initially with the associated CoreComm Enhanced Business Line

** Per trace attempt successfully completed. Limit one activation per attempt.

*** Customers must contact the Company to request Anonymous Call Rejection as part of Caller ID / Caller ID Deluxe service.

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2.5.5 CoreComm Enhanced Business Line (continued)

B. Rate Schedule (continued)

3. Digital Features

	<u>Product / Service Charge *</u>	<u>Monthly Charge</u>
- Call Park	\$15.00	\$0.25
- Directed Call Park	\$15.00	\$0.25
- Executive Busy Override	\$15.00	\$0.25
- Last Number Redial	\$15.00	\$0.25
- Digital Feature Package (includes Call Park, Directed Call Park, Executive Busy Override, and Last Number Redial)	\$15.00	\$0.50

4. Usage Charges

No local calling usage allowance is included in the CoreComm Enhanced Business Line rate schedule. Usage charges apply as specified in Section 2.4 of this tariff.

5. Product / Service Charges

No Product / Service Charges will apply for CoreComm Enhanced Business Line Features if installed initially with the CoreComm Enhanced Business Line service. If installed subsequent to the installation of the CoreComm Enhanced Business Line, the appropriate Product / Service Charges as specified in this section apply.

* Not applicable if installed initially with the associated CoreComm Enhanced Business Line.

2.6 Operator Assistance Services

2.6.1 General

Operator Assistance Surcharges apply when a Customer utilizes either an automated or live Company-provided operator for purposes of completing or billing a call. Operator Assistance Surcharges apply in addition to either local usage or long-distance usage services as identified in Section 2.4.3 or 2.9 of this tariff.

2.6.2 Operator Assistance Surcharges -- Descriptions

STATION-TO-STATION

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.

PERSON-TO-PERSON

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

2.6.3 Operator Assistance Surcharges – Rate Schedule

Call Bands apply as specified in Section 2.4.5.

2.6.3.1 All Exchange Areas

A. Operator Local Calls – All Exchange Areas

Calls placed through the operator between points in the local calling area are charged the following Operator Service Charges:

	<u>Residence</u>	<u>Business</u>
- Station-to-Station *	N/A	\$1.75
- Person-to-Person	N/A	\$3.50

B. Operator Assisted Usage Charges – All Exchange Areas

	<u>Residence</u>	<u>Business</u>
- 1 st Minute, or fraction thereof	N/A	\$0.27
- Each Additional Minute, or fraction thereof	N/A	\$0.16

* Includes special billing number, operator dialed and completed calls and all Time and Charge request calls (except hotel/motel guest originated as provided in this tariff. The live operator surcharge will be waived for victims of domestic violence, the staffs of domestic violence program agencies (when involved in domestic violence counseling) and emergency services personnel (while in the performance of their jobs).

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2.6.4 Verification Service

A. Line Status Verification *

Upon Customer request, subject to technical limitations, the operator will verify and provide the line status condition subject to a charge of \$1.40 for each request.

B. Call Interruption

Upon Customer request, subject to technical limitations, the operator will verify the line status condition and interrupt a call in progress to notify the party on the call that another caller is attempting to contact the line. The charge for call interruption is \$2.00 for each request. This charge includes verifying the line status condition and call interruption.

C. Billing

Charges may be alternatively billed to a Calling Card, Third Number, or Coin Sent Paid. Charges may not be billed as Person-to-Person or Collect Calls.

* Note: no charge will apply for a line status verification when a trouble condition is indicated on a line.

2.7 Directory Services

2.7.1 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. (See Sections 1.2.16 and 1.2.17 pertaining to the Company's liability for Customer information and its appearance in a public directory.)

2.7.2 Directory Services -- Descriptions

ALPHABETICAL DIRECTORY LISTING

Listing 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 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.

ALTERNATE CALL NUMBER LISTINGS

An Alternate Call Number 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. Alternate Call Number Listings include duplicate listings, foreign listings, reference listings and temporary listings.

PRIVATE LISTING

A telephone number which 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.

SEMI-PRIVATE LISTING

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

DIRECTORY ASSISTANCE CALL

- A. Local Directory Assistance (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 Local D.A. Call Service call.
- B. National Directory Assistance (D.A.): National Directory Assistance provides Customers with the listings of individuals or businesses located outside the Regional Calling Area but within the United States. A maximum of two requested telephone numbers per call is permitted. Charges are applied per call.

No call allowances or discounts apply for D.A. calls. If a customer requests both a Local Directory Assistance listing and a National Directory Assistance listing on the same call, the National Directory Assistance rate will apply for both listings. The Local Directory Assistance request will not be subtracted from a residential customer's call allowance and an additional Local Directory Assistance rate will not apply.

Directory assistance rates will not apply to the following types of calls:

- 1. Calls placed from residence dial tone lines where a member of the customer's household has been certified by a registered physician or a designated agency as unable to use a directory because of a visual or physical disability, or from the business dial tone line of a customer certified with a disability where assistance is otherwise not available.
- 2. Calls placed from patients in hospitals, skilled nursing homes and convalescent homes which have been properly licensed by the Commonwealth of Pennsylvania and which have as their predominant undertaking the surgical, medical and nursing care of the sick and disabled.

INFORMATION CALL COMPLETION

Information Call Completion (ICC) is available as an add-on to the Company's Local 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.

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2.7.3 Listings Furnished Without Extra Charge

	<u>Number of Listings</u>
Business Service Listings For each Business telephone number listed, except numbers of Centrex or In-dialing Service station lines	1
Residence Service Listings For each Residence telephone number when provided at the time service is established	N/A
Foreign Exchange Services Listings For each number listed in the alphabetical list for the foreign exchange	1

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2.7.4 Charge Listings

The following charges apply to listings of the type covered in Section 2.7.3, preceding, in addition to the number specified therein.

A. Monthly Charges

	<u>Monthly Rate</u>
- For each Business listing	\$2.05
- For each Residence listing	N/A

A. Product/Service Charges

In addition, a Product/Service charge applies as follows:

For a Residence listing within the limit specified in 2.7.3 preceding when requested subsequent to the establishment of service.

For each Residence or Business listing requested in excess of the number provided without extra charge as specified in 2.7.3 preceding.

For each change requested in an existing Residence or Business listing as specified in 2.7.3 preceding.

	<u>Product/Service Charge</u>
- First Business listing requested, per order	\$15.00
- Each subsequent Business listing requested on the same order	\$ 9.00
- Each Residence listing	N/A

The Product/Service charge does not apply for changing a listing on a Residence account when a Customer has assumed the outstanding charges on an existing account and the listing change is caused by divorce, death, marriage or court order.

Charge Listings (cont.)

A.	<u>Alternative Call Number Listings</u>	<u>Monthly Rate</u>	<u>Product/Service Charge</u>
	- First Business listing requested, per order	\$2.05	\$15.00
	- Each subsequent Business listing requested on the same order	\$2.05	\$9.00
	- First existing Business listing rearranged per order	--	\$15.00
	- Each subsequent existing Business listing rearranged on the same order	--	\$9.00
	- Each Residence listing	N/A	N/A
	- Each existing Residence listing rearranged	N/A	N/A
D.	<u>Toll Free Service</u>	<u>Monthly Rate</u>	<u>Product/Service Charge</u>
	- First listing requested, per order	\$2.05	\$15.00
	- Each subsequent listing requested on the same order	\$2.05	\$9.00
	- First existing listing rearranged, per order	--	\$15.00
	- Each subsequent existing listing rearranged on the same order	--	\$9.00
E.	<u>Other Directory Services</u>	<u>Residence</u>	<u>Business</u>
	Local Directory Assistance Call		
	- Per Call ¹	N/A	\$0.57
	- Per Call Completed	N/A	\$0.30
	Information Call Completion		
	National Directory Assistance Call		
	- Per Call ²	N/A	\$0.95
	Private Listing		
	- Per Month For Each Listing:	N/A	\$1.75
	Semi-Private Listing		
	- Per Month For Each Listing:	N/A	\$1.25

¹ an allowance of two direct dialed directory assistance calls per month without charge are permitted for each Residential exchange service or trunk line. Call allowances or calls are not transferable between separate accounts of the same Customer.

² an allowance of two direct dialed directory assistance calls per month without charge are permitted for each Residential exchange service or trunk line. Call allowances or calls are not transferable between separate accounts of the same Customer.

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2.8 Restoration of Service

2.8.1 General

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for.

2.8.2 Restoration of Service -- Rate Schedule

	<u>Non-Recurring Charge</u>	
	<u>Residence</u>	<u>Business</u>
Per Occasion	N/A	\$20.00

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2.9 Message Toll Services

2.9.1 General

The Company offers MTS intrastate, intraLATA service for telephone communication between telephones in different local service areas of the same LATA in accordance with the regulations and system of charges specified in this tariff.

2.9.2 Timing of Calls

MTS calls are billed by time of day and distance of call.

2.9.3 Message Toll Service --Rate Schedule

The following are the maximum per minute usage charges which apply to all calls. These charges are applied in addition to the Non-recurring Charges and Recurring Charges referred to herein.

2.9.3.1 Business Two-Point Message Toll Service – Rate Schedules

Rate Mileage	Day		Time of Day		Night/Weekend	
	Initial 30 Sec.	Add'l 6 Sec.	Evening		Initial 30 Sec.	Add'l 6 Sec.
1 - 10	\$ 0.06	\$ 0.012	\$ 0.06	\$ 0.012	\$ 0.06	\$ 0.012
11 - 16	\$ 0.06	\$ 0.012	\$ 0.06	\$ 0.012	\$ 0.06	\$ 0.012
17 - 22	\$ 0.06	\$ 0.012	\$ 0.06	\$ 0.012	\$ 0.06	\$ 0.012
23 - 30	\$ 0.06	\$ 0.012	\$ 0.06	\$ 0.012	\$ 0.06	\$ 0.012
31 - 40	\$ 0.06	\$ 0.012	\$ 0.06	\$ 0.012	\$ 0.06	\$ 0.012
41 - 55	\$ 0.06	\$ 0.012	\$ 0.06	\$ 0.012	\$ 0.06	\$ 0.012
56 - 70	\$ 0.06	\$ 0.012	\$ 0.06	\$ 0.012	\$ 0.06	\$ 0.012
71 - 124	\$ 0.06	\$ 0.012	\$ 0.06	\$ 0.012	\$ 0.06	\$ 0.012
125 - 196	\$ 0.06	\$ 0.012	\$ 0.06	\$ 0.012	\$ 0.06	\$ 0.012

Day: 8:00 AM to 5:00 PM, Monday through Friday

Evening: 5:00 PM to 10:00 PM, Monday through Friday

Night/Weekend: 10:00 PM to 8:00 AM, All days
 8:00 AM to 10:00 PM, Saturday and Sunday

2.9.3.2 This Section is Reserved for Future Use

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2.9.3.3 Dial Station-to-Station and Operator Assisted MTS Calls – Rate Schedule

A. Rate Schedule

Dial Station-to-Station

Rate Mileage	<u>Day</u>		<u>Evening (off-peak)</u>		<u>Night & Weekend</u>	
	<u>Initial Minute</u>	<u>Each Add'l Minute</u>	<u>Initial Minute</u>	<u>Each Add'l Minute</u>	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
1-10	\$0.27	\$0.16	\$0.27	\$0.16	\$0.27	\$0.16
11-16	\$0.27	\$0.16	\$0.27	\$0.16	\$0.27	\$0.16
17-22	\$0.27	\$0.16	\$0.27	\$0.16	\$0.27	\$0.16
23-30	\$0.27	\$0.16	\$0.27	\$0.16	\$0.27	\$0.16
31-40	\$0.27	\$0.16	\$0.27	\$0.16	\$0.27	\$0.16
41-55	\$0.27	\$0.16	\$0.27	\$0.16	\$0.27	\$0.16
56-70	\$0.27	\$0.16	\$0.27	\$0.16	\$0.27	\$0.16
71-124	\$0.27	\$0.16	\$0.27	\$0.16	\$0.27	\$0.16
125-196	\$0.27	\$0.16	\$0.27	\$0.16	\$0.27	\$0.16

B. Service Charges

	<u>Per Call</u>
Dialed Station Rate Schedule Charge Plus:	
- Operator Station-to-Station	\$1.75
- Person-to-Person	\$3.50

B. Time Schedule

Day, Evening (off-peak) and Night/Weekend Rates Apply As Follows:

Day:	8:00 AM to 5:00 PM, Monday through Friday
Evening:	5:00 PM to 10:00 PM, Monday through Friday
Night/Weekend:	10:00 PM to 8:00 AM, All Days
	8:00 AM to 10:00 PM, Saturday and Sunday

2.10 Supplemental Equipment

2.10.1 General

A. Direct Inward Dialing (DID):

Provides for inward dialing from the telecommunications network directly to a line associated with switching equipment located on the Customer's premises.

B. Automatic Identified Outward Dialing (AIOD) Service:

Provides automatic identification of station line numbers for each outgoing dialed message toll call and the total charges for measured local use calls. Subsequent billing of these messages is provided through central office facilities at the serving central office. Each station line associated with this service requires a seven digit telephone number.

This service requires special central office equipment and is furnished only where facilities permit, in accordance with currently available list of central office codes.

The monthly and non-recurring charges specified are in addition to the rates shown elsewhere in this Tariff for the services with which this offering is associated.

Where AIOD is furnished on more than one group of dial tone lines, each such group shall be considered as a separate service and changed accordingly, and the service must be provided on all dial tone lines in a dial tone line group. A dial tone line group is any quantity of central office lines bearing the same Central Office Code.

2.10.2 Rate Schedule

	<u>Product / Service Charge</u>	<u>Monthly</u>
DID Service		
- Each group of 20 DID Station Numbers ¹	\$15.00	\$5.60
- DID Termination per 1 each Dial Tone Line ²	\$25.00	\$25.00
AIOD Service		
- Common Equipment	\$50.00	\$25.00
- AIOD Termination, per each Dial Tone Line	\$5.00	\$5.00

¹ A service establishment charge of \$125.00 is applicable to the initial installation of the first group of 20 DID Station Numbers.

² In addition, Dial Tone Lines equipped for DID service are charged for at the regular Tariff Dial Tone Line rate and charges.

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2.12 Toll Free Service

2.12.1 IntraLATA Toll Free Switched Service

A. Description

IntraLATA Toll Free Switched Service is an optional toll plan that permits Business Customers direct dialed station-to-station toll calls to locations within the Customer's serving intrastate LATA, and to locations which are interstate intraLATA.

B. Regulations

1. The Customer will have each direct dialed station-to-station, intrastate / intraLATA and interstate / intraLATA toll call billed with an initial 30-second timing increment, and additional 6-second increments beyond the initial timed period.
2. This service is available to all Business Customers for each billed telephone number account.
3. Calls to 700/900 Services, 976/556 Audiotex Services, Calling Card, Conference, Collect, Bill to Third Party and Person-to-Person calls are excluded from this service offering.
4. This service option is not offered in combination with the Customer Specific Pricing Arrangements, Remote Call Forwarding, Wide Area Telecommunications Service (WATS) or the Business Option Calling Plan.
5. This service is not available with Customer requested Suspension of Service.
6. All Customer qualifying toll calls which are interstate intraLATA will be rated in accordance with the F.C.C. tariff of CoreComm Newco, Inc.

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2.12.1 IntraLATA Toll Free Switched Service(cont.)

C. Rates

1. Application of Rates

	<u>Monthly Rate</u>
a. IntraLATA Toll Free Switched Service	
- per termination associated with each IntraLATA Toll Free Switched telephone number	\$4.95
b. Usage Rates for Qualifying Toll Calls	
1. IntraLATA Toll Free Switched Service	
Intrastate/IntraLATA	
a. Initial 30-Seconds or Fraction Thereof	\$0.085
b. Additional 6-Seconds or Fraction Thereof	\$0.017

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2.12.3 Toll Free Dedicated Service -- Inward Wide Area Telephone Service (WATS)

A. General Regulations

1. Definitions

Toll Free Dedicated Service

Toll Free Dedicated Service provides for dial type telecommunication originated to a Toll Free Dedicated Service access line from regular exchange service telephone lines located within a LATA within the State of Pennsylvania in accordance with the regulations and schedules of charges specified in this Tariff. Special access codes established for Toll Free Dedicated Service are: 800 and 888

Toll Free Dedicated Service Access Line

An intrastate Toll Free Dedicated Service Access Line is a facility arrangement provided for the purpose of receiving Toll Free Dedicated Service calls. Each such line will be arranged at the Customer's option for Toll Free Dedicated Service within the State of Pennsylvania.

A Dual Jurisdiction Toll Free Dedicated Service Access Line is a facility arrangement provided for the purpose of receiving both intrastate and interstate Toll Free Dedicated Service calls. Each such line will be arranged at the Customer's option for Toll Free Dedicated Service, subject to the terms and conditions of CoreComm Newco's F.C.C. Tariff No. 1.

Toll Free Dedicated Service Usage

Calls terminating into an intrastate Toll Free Dedicated Service access line arranged by the Customer are subject to the terms and conditions of this Tariff or of the appropriate Interexchange Carrier tariff.

Calls terminating into a Dual Jurisdiction Toll Free Dedicated Service Access Line, which originate within a LATA within the State of Pennsylvania are subject to the terms and conditions of this Tariff or of the appropriate Interexchange Carrier tariff when so arranged by the Customer. Calls terminating into a Dual Jurisdiction Toll Free Dedicated Service Access Line between LATAs within the State of Pennsylvania and interstate calls are subject to the terms and conditions of the appropriate Interexchange Carrier tariff.

2.12.3 Toll Free Dedicated Service -- Inward Wide Area Telephone Service (WATS) (continued)

Dial Type Communications

Dial type telecommunications as specified above is an incoming call dialed to a Customer's Toll Free Dedicated Service Access Line, except that if facilities are not available for dial completion, the call may be placed with an operator. The call may also be placed with an operator in the same manner if the calling party for any reason cannot reach a dial station

Service Group

The term "Service Group" as used in connection with Toll Free Dedicated Service, denotes all access lines arranged in central office equipment furnished by the Company as part of a given hunting arrangement

2. Availability of Service

The furnishing of service under this Tariff will require certain physical arrangements of facilities of the Company and is therefore subject to the availability of such facilities.

3. Limitation of Service

- a. Toll Free Dedicated Service does not include person-to-person, collect, conference, or other calls requiring operation handling except as provided in the definition of Toll Free Dedicated Service Access Line in Section 2.12.3.A.1 preceding.
- b. Toll Free Dedicated Service is not represented as adapted for connection to other services of the Company or to Customer provided facilities. Toll Free Dedicated Service contemplates the provision of satisfactory transmission only between the called access line and the calling access line within a LATA within the State of Pennsylvania. The access line will be terminated only at a Customer's premises located in the State of Pennsylvania.
- c. Toll Free Dedicated Service is furnished upon the condition that the Customer obtain adequate service to permit the use of this service without impairing, interfering with, or causing injurious effects upon Toll Free Dedicated Service or any other service rendered by the Company.

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2.12.3 Toll Free Dedicated Service -- Inward Wide Area Telephone Service (WATS) (continued)

4. Use of Service by the Customer

- a. Toll Free Dedicated Service is provided for the use by the Customer and may be used by others, when so authorized by the Customer, providing that all such usage shall be subject to the provisions of this Tariff.
- b. Orders, including those that involve the start, rearrangement, release, or discontinuance of service, will be accepted by the Company only from the Customer or by others, when so authorized by the Customer.
- c. The design, maintenance, and operation of Toll Free Dedicated Service envisions that communications will terminate at a Toll Free Dedicated Service network interface for the purpose of communicating with stations, within a LATA within the State of Pennsylvania. Connections of communications systems provided by the Customer or Interexchange Carrier to Toll Free Dedicated Service may be made. However, the Company will not be responsible for the through transmission of signals or for the quality of transmission on such connections.

5. Extensions of Access Lines

This Company will provide extensions of access lines only within a LATA within the State of Pennsylvania. The number and location of such extensions may be limited by transmission factors.

6. Connection with Customer -- Provided Data Receiving Equipment

Customer-provided data receiving equipment may be connected to Toll Free Dedicated Service access lines subject to the regulations and rates applicable to the connection of such facilities to the local and long distance telecommunications systems of the Company as provided by this tariff.

2.12.3 Toll Free Dedicated Service -- Inward Wide Area Telephone Service (WATS) (continued)

7. Connection with Customer-Provided Terminal Equipment and Communications Systems

Customer-provided terminal equipment and communications systems may be connected to Toll Free Dedicated Service access lines subject to the regulations and rates applicable to the connection of such facilities to the local and long distance telecommunications system of the Company as provided in this tariff.

8. Cancellation and Special Handling of Application for Service

Where installation of central office facilities for non-designed service has been completed by this Company, the product/service charge under Section 2.12.3.B.8 will apply.

Applicable charges for Customer cancellation or Customer requested expedited application for service which requires design, will be billed according to provisions listed in this tariff.

9. Minimum Contract Period

The minimum contract period for service is one month

10. Network Interface

The Toll Free Dedicated Service Access Line charge includes a termination in a Network Interface

11. Primary Interexchange Carrier Selection

Primary Interexchange Carrier Selection is an arrangement whereby a Toll Free Dedicated Service user may select and designate to the Company an Interexchange Carrier to carry interLATA only, or intraLATA and interLATA combined Toll Free Dedicated Service calls. This Interexchange Carrier is referred to as the Toll Free Dedicated Service user's predesignated Interexchange Carrier.

2.12.3 Toll Free Dedicated Service -- Inward Wide Area Telephone Service (WATS) (continued)

B. Rates

1. Service Area

The Customer's LATA within Pennsylvania is the service area.

2. Minimum Average Time Requirement

Usage is subject to an average of 30 seconds per completed call for each billing period. This means that if the average duration per call during each billing cycle is less than 30 seconds, billing will be based on an average duration of 30 seconds per call.

3. Method of Determining Usage Charges for Toll Free Dedicated Service Calls within a LATA

- a. Determine the total number of calls for each service group separately
- b. Determine the equivalent hours used by applying the minimum average time requirement of 30 seconds (1 call – 30 seconds)
- c. Determine the total actual hours used for the service group.
- d. Determine the chargeable hours which is the greater of b. or c. above, rounded to the nearest hundredth (two decimal places)
- e. Determine usage charges by multiplying the hourly rate in the appropriate taper(s) by the number of hours used in each taper and totaling these charges.

4. Method of Determining Fractional Recurring Charges Other Than Usage (e.g., Access Lines, Etc.)

Charges for a fraction of a month are determined by dividing the monthly rate by 30 to obtain a daily rate. That rate is multiplied by the number of days service is provided.

2.12.3 Toll Free Dedicated Service -- Inward Wide Area Telephone Service (WATS) (continued)

5. Timing of Calls

Chargeable time begins when connection is established between a station associated with the Toll Free Dedicated Service access line and the calling station, and ends when the calling station "hangs up" thereby, releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

6. Monthly Charges

a. Toll Free Dedicated Service Access Line Charge

The Toll Free Dedicated Service Access Line charge includes a termination in a network interface or connection to an Interexchange Carrier channel utilizing a Toll Free Dedicated Service central office connecting facility. The Customer has the option of obtaining a Toll Free Dedicated Service access line either directly from this Company subject to the terms and conditions of this tariff, or from another participating Interexchange Carrier.

A monthly charge of \$33.50 applies to each Toll Free Dedicated Service access line.

b. Monthly Usage Charges

The hourly rates apply to the usage within a service group rounded to the nearest hundredth of an hour

Rate Per Hour

0 - 25 Hours	\$9.94
25.01 - 50 Hours	\$8.16
50.01 - 80 Hours	\$6.07
Over 80 Hours	\$4.82

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2.12.3 Toll Free Dedicated Service -- Inward Wide Area Telephone Service (WATS) (continued)

7. Toll Free Dedicated Service Extension Line Charges

The Toll Free Dedicated Service extension line terminates in a network interface.

Type 2011 channel charges apply as covered in this tariff, for an extension of an access line to another premises of the same Customer within the same LATA

8. Schedule of Product / Service Charges

	<u>Product / Service Charge</u>
a. Each Toll Free Dedicated Service Access Line provided or moved to another premises	\$75.00
b. Changing a Toll Free Dedicated Service Access Line telephone number to a different number, per line	\$45.00
c. Service Rearrangement Charge, per line, to:	\$35.00
- Separate an existing Toll Free Dedicated Service into two or more hunting arrangements which contain the same Toll Free Dedicated Service access line as the original hunting arrangement	
- Combine two or more Toll Free Dedicated Service hunting arrangements into a single hunting arrangement containing the same Toll Free Dedicated Service access line. Regerminate or rearrange an existing access line in the Central Office, due to a Customer requested terminal equipment change	
d. The non-recurring charge per line for subsequent Interexchange Carrier Selections is the non-recurring Change of Toll Free Dedicated Service telephone number charge specified in 2.12.3.B.8.b, preceding	

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2.12.4 Outward Wide Area Telephone Service (WATS)

A. General

Outward Wide Area Telephone Service (WATS) is the furnishing of facilities for dial type telecommunications from a WATS access line to point throughout the service area. The rates set forth in this tariff are in payment for the service furnished between the calling and called station.

B. Rates

1. Access Line Charge, per line	<u>Per Month</u>
	\$25.00
2. Measured Time Usage Charges, per hour	<u>Per Hour</u>
0 - 25 Hours	\$6.00
25.01 - 50 Hours	\$5.75
50 - 80 Hours	\$5.50
80.01 - 140 Hours	\$4.95
Over 140 Hours	\$3.98

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2.13 Telephone Assistance Programs

2.13.1 Lifeline Service

A. Description

Lifeline Service is a Residence offering for low-income customers who qualify for this service in accordance with the following regulations.

B. Regulations

1. Lifeline Service is available to qualified Residence Customers and is provided via a Residence individual Dial Tone Line. Lifeline Service is limited to only one service per qualified customer. A potential Lifeline Customer who has an outstanding final bill for telephone service which is less than (4) years old must pay the entire balance of any basic service final bill before being eligible for Lifeline Service.
2. Residence Lifeline Service consists of the following tariffed standard features and optional customer elected services at the applicable rates, charges and regulations for each feature and service provided:
 - a. One-Party Residence Unlimited Service and Local Measured Service, if available
 - b. Directory Listing (standard only)
 - d. Private or Semi-Private Listing Service (only when a customer need has been determined by the Company).
 - e. Access to Directory Assistance Service.
 - f. Access to Message Toll Telephone Service and Optional Dial Station-To-Station Calling Plan Services. However, the Residence Lifeline Dial Tone Line will be blocked from dial station access to 976/556/900 and any other type of Audiotex Service.
 - g. Access to Operator Services.
 - h. Voluntary Toll Restriction Option.
 - i. Link Up America (if eligible).
 - j. Access to 800/888 Services.
 - k. Access to Call Trace.
 - l. Access to Alerting and Reporting Systems (9-1-1 dialing).
 - m. Access to the Pennsylvania Telecommunications Relay Service,
 - n. Caller ID Per-call and Per-line Blocking.

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3. An applicant for Lifeline Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs or be able to provide proof of income which is at or below the annual United States Census Bureau Poverty Level Guidelines For All States (Except Alaska and Hawaii) and the District of Columbia. Applicants who wish to be certified for Lifeline Service via the low income option will need to provide the following proof of eligibility: 1) currently filed State Income Tax Form; 2) currently filed Federal Income Tax Form, or 3) other equivalent documentation as prescribed by the Company. Recertification of Lifeline Service participants will be conducted biennially by the Company.

Pennsylvania Department of Public Welfare Lifeline Service Programs:

- * Temporary Assistance For Needy Families (TANF)
- * General Assistance (GA)
- * Supplemental Security Income (SSI)

The DPW Programs listed above must be certified by DPW. Such certification by DPW will be provided only when a DPW client requests Lifeline Service based on the client's status as a participant in any of the above eligibility programs. Certification by DPW will be limited to confirmation of the client's program status (i.e., participation or non-participation). Participation by DPW is subject to execution of an agreement with DPW and the Company.

4. Lifeline Service will be provided to a Customer only so long as such Customer continues to meet the participation and certification guidelines in B.3. above. At the time of initial establishment of Lifeline Service, the Customer agrees to have his or her eligibility recertified as determined by the Company. When the Company is notified by the Customer or determines through recertification that the Customer is no longer a participant in the DPW programs in B.3. above or otherwise low-income eligible, the Customer will be notified (by telephone or letter) that the Lifeline Service rate is no longer applicable. Within the stated customer notification period (10 working days from the date of the notification), the Customer can contact the Company to negotiate new Dial Tone Service arrangements at applicable tariff rates (no connection charges will apply for existing services or options retained). If the Customer does not contact the Company by the end of the notification period, the Lifeline Service will be changed to applicable Exchange Area Dial Tone Line service at existing tariff rates (no connection charges will apply to existing services or options retained). Upon contacting the Company, the customer will have ten (10) working days to complete the low-income certification or recertification process in order to retain Lifeline Service.

5. A Lifeline Service customer may not subscribe to any other type of Residence local exchange service at the same or other premises. Lifeline Service will not be provided via foreign exchange or foreign central office service arrangements.
6. Only services listed in B.2. above will be provided to Lifeline Customers. All other premium services offered by the Company will not be available.
7. Lifeline Service Customers are required to apply for the Link Up America benefit when applicable.
8. Customer requested temporary suspension of Lifeline Service is not permitted.
9. Lifeline Service does not apply to applicants who are full time students living in university or college controlled housing.
10. The applicant must not be a dependent for Federal Income Tax purposes, unless he or she is 60 years of age or older.
11. Lifeline customers are subject to all Residence service regulations in this and other tariffs of the Company.
12. Residence Lifeline Service cannot be resold by the Lifeline Customer or the Lifeline Customer's agent(s).
13. Resale of Lifeline Services are subject to wholesale rate obligations under Section 251 (c)(4) of the Telecommunication Act of 1996.
14. All outstanding charges, account balances and service restrictions apply to existing customers who qualify for Lifeline Service. Service restrictions will remain until the arrearage(s) have been paid in full.
15. Any Lifeline customer who has a past due balance of Toll Charges will be treated with the appropriate Chapter 64 regulations. The Residence Toll Restoral Charge applies to Lifeline Customers who are suspended for non-payment and who subsequently pay their outstanding toll charges and request toll restoral. If a Lifeline Customer is toll restricted for a second occurrence, the Company may, at its discretion, place the Lifeline Customer on permanent toll restriction.
16. Toll-Blocking and Toll-Control services will be provided at no charge to Lifeline Service subscribers, to the extent that they are offered.

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Effective: September 20, 1999

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C. Lifeline Service Applicable Rates

1. Applicable Residence Dial Tone Cell monthly rate minus \$1.75 *
2. Lifeline Service customers will pay the applicable Subscriber Line Charge monthly rate minus \$3.50 *
3. Lifeline Service is subject to all applicable State, Local and Federal Taxes, and Surcharges, and to all applicable tariff rates, charges, surcharges and regulations.

* The Dial Tone Line and Subscriber Line Charge monthly rate discounts will be reduced to the extent that application of the full discount would not result in rates that are less than zero.

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2.13.2. Link Up America

A. Description

Link Up America is a program designed to promote universal service by providing a discount on service connection charges for qualified low-income customers.

B. Regulations

1. Link Up America is available to residence customers who meet the following eligibility criteria:

a. The applicant must not be a dependent for federal income tax purposes, unless he or she is 60 years of age or older.

b. Applicant must participate in any of the following programs:

- Categorically Needy Medical Assistance (Blue Card)
- Food Stamps
- General Assistance (GA)
- Low Income Home Energy Assistance Program (LIHEAP)
- Medically Needy Only - Medical Assistance (Green Card)
- State Blind Pension
- Supplemental Security Income (SSI)
- Temporary Assistance For Needy Families (TANF)

The applicant must self-certify the requirements set out in Section 2.13.2.B.1.a. The requirement set out in Section 2.13.2.B.1.b. must be certified by the Pennsylvania Department of Public Welfare (DPW). Such certification by DPW: (1) will be provided only when a DPW client requests Link Up America benefits based on the client's status as a recipient of any of the benefits listed in b.; (2) will be limited to confirmation of the client's status (i.e., participation or non-participation) in the benefit program listed in b. specified by the client; (3) will not be a determination by DPW as to eligibility of the client for Link Up America benefits. Participation by DPW is subject to execution of an agreement with DPW.

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- c. Applicants who do not participate in any of the above programs may be eligible under the Pennsylvania Telephone Association's low income guidelines which are based on Pennsylvania state taxable income.

The requirements in Section 2.13.2.B.1.c. must be certified by the Pennsylvania Department of Revenue (DOR). Such certification by DOR: will be provided only when an applicant has completed and signed a Link Up America Application For Certification form and mailed such form to DOR. Participation by DOR is subject to execution of an agreement with DOR.

2. The Link Up America discount is applicable to one access line (dial tone line) when it applies to the installation or relocation of main service at a Customer's principal residence.
3. Link Up America applicants are not exempt from Company deposit requirements.
4. The Link Up America discount does not apply to the installation of inside wire.
5. Service will not be established at discounted rates prior to receipt of certification. Service will be established at full Service Connection charges. If certification is received within 60 days of original application for service, credit will be applied to provide the Link Up America discount.
6. The Link Up America discount does not apply to applicants who are full time students living in university or college controlled housing.

C. Rates

The Link Up America Program provides for a 50% discount on the Service Connection Charge associated with the connection of a new Residence exchange access line (Dial Tone Line) as specified in this tariff. The total amount of the discount may not exceed \$30.00 and the remaining charges will be billed to the Link Up America Customer in monthly installments as specified in this tariff.

2.13.3 Pennsylvania Telecommunications Relay Service

A. 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.

B. 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 the 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 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 following surcharge rates apply to all bills issued on or after July 1, 1998:

	<u>Monthly Rate</u>
Per residence access line	\$0.05
Per business access line	\$0.10

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

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Effective: September 20, 1999

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C. Rates

Non-Coin

Local calls will be charged at the applicable local flat rate or local measured service rate. IntraLATA toll calls placed through the Pennsylvania Telecommunications Relay Service will be rated according to the Company's IntraLATA Interexchange Tariff.

Coin

Local calls originating from payphones made through a Telecommunications Relay Service (TRS) are free of charge. Calling Card Customer Dialed toll calls originating from payphones made through a TRS will not exceed the rate applicable for a similar non-TRS toll call made using coin sent-paid service.

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CoreComm Pennsylvania, Inc.
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Chicago, Illinois 60606-3709

3 SPECIAL ARRANGEMENTS

3.1 General

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; (4) combinations thereof.

3.2 Basis for Computing Rates for Special Arrangements

The costs referred to in Section 3.1 preceding may include one or more of the following items to the extent they are applicable:

- A. cost of installing the facilities to be provided including estimated costs for the rearrangements of existing facilities. Costs may include the following:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights of way;
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities, with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

3.3 Termination Liability for Special Arrangements

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer as follows:

- A. the termination liability period is the estimated service life of the facilities provided,
- B. the amount of the maximum termination liability is equal to the estimated amounts for:
 - 1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - a. equipment and materials provided or used,
 - b. engineering, labor and supervision,
 - c. transportation, and
 - d. rights of way;
 - 2. license preparation, processing, and related fees;
 - 3. tariff preparation, processing, and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - 5. any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The applicable termination liability method applies to calculations regarding the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 3.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 3.3.B. preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of facilities provided. This product is adjusted to reflect applicable taxes.

3.4 Other Special Arrangements

THIS SECTION REMAINS BLANK FOR PURPOSES OF FUTURE USE

DCDOCS: 157531.1 (3djv011.doc)
09/16/99 17:00

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Effective: September 20, 1999

Ellen Craig
Vice President of Regulatory Affairs
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Chicago, Illinois 60606-3709

4. PROMOTIONAL OFFERINGS

4.1 General

The Company may from time to time engage in special promotional offerings or trial service offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by the Commission.

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April 14, 1999

VIA OVERNIGHT DELIVERY

James McNulty, Secretary
Pennsylvania Public Utility Commission
North Office Building, B-20
North Street and Commonwealth Avenue
Harrisburg, Pennsylvania 17120

RECEIVED

APR 14 1999

PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Re: Notification Letter of Proposed Acquisition of Customer Accounts of
USN Communications, Inc., by CoreComm Pennsylvania, Inc.**

Dear Mr. McNulty:

CoreComm Pennsylvania, Inc. ("CoreComm PA"), and USN Communications, Inc. ("USNC") (collectively "the Parties"), by their undersigned counsel, hereby notify the Commission of the proposed acquisition by CoreComm PA of the customer accounts and incidental assets of USNC's subsidiaries authorized to provide telecommunications services in Pennsylvania pursuant to an Asset Purchase Agreement dated February 19, 1999, between CoreComm Limited ("CoreComm Ltd."), CoreComm PA's ultimate parent company, and USNC, and by order of the U.S. Bankruptcy Court for the District of Delaware.¹

On January 22, 1999, CoreComm PA filed its application with the Commission for authority to provide resold and facilities-based local exchange telecommunications services in

¹ In re USN Communications, Inc., Case No. 99-383 (PJW) (D. Del. Apr. 2, 1999). A description of the transaction between USNC and CoreComm Ltd. and the Bankruptcy Court ruling is set forth below.

James McNulty, Secretary

April 14, 1999

Page 2

Pennsylvania.² This application was perfected on March 19, 1999, when CoreComm PA amended the application to expand its proposed service territory to cover the service territory of GTE North, Inc. and accordingly filed a new certificate of service. This application complies with the filing requirements of the Commission's Opinions and Orders, entered June 3, 1996, and September 9, 1996, respectively, in Docket Number M-00960799. Therefore, CoreComm PA currently possesses provisional authority to provide local exchange services in Pennsylvania. CoreComm PA also possesses provisional authority to resell interexchange services in Pennsylvania.³

USNC or various operating subsidiaries of USNC hold the following authorities: (1) USNC holds authority to resell interexchange services (Docket No. A-310304); (2) USN Communications Atlantic, Inc. ("USNC-AT") holds authority to resell interexchange services (Docket No. A-310560) and to provide resold and facilities-based local exchange services (Docket No. A-310560F002); and (3) USN Communications Long Distance, Inc. ("USNC-LD") holds authority to resell interexchange services (Docket No. A-310653). A description of the Parties and the transaction are provided below.

Based on discussions with Commission staff, it is the understanding of the Parties that prior approval of the sale is not required by the Commission in order to consummate the proposed transaction. Therefore, absent the receipt of written notification to the contrary, the Parties will proceed on the understanding that no approval or other formal action with respect to the proposed transaction is required by the Commission. To the extent, however, that the Commission nevertheless deems approval necessary, the Parties respectfully request that this letter be treated as an application for such approval. The Parties further request that the application be processed as expeditiously as possible in order to permit the Parties to consummate the transaction promptly.

² Application of CoreComm Pennsylvania, Inc. for Approval to Offer, Render, Furnish, or Supply Telecommunications Services as a Competitive Local Exchange Carrier to the Public in the Commonwealth of Pennsylvania, File A-310801F0002 (filed Jan. 22, 1999).

³ See Letter dated Mar. 10, 1999, from James J. McNulty, Secretary, Pennsylvania Public Utility Commission, to A. Sheba Chacko, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, Washington D.C., regarding File A-310801 (granting provisional authority to resell interexchange services to CoreComm Pennsylvania, Inc.). Another subsidiary of CoreComm Ltd., CoreComm Newco, Inc., possesses authority to operate in Pennsylvania as a reseller of interexchange telecommunications services, Docket No. A-310297.

James McNulty, Secretary

April 14, 1999

Page 3

Description of the Companies

CoreComm PA is an indirect, wholly owned subsidiary of CoreComm Ltd. CoreComm Ltd. is a public company traded on the NASDAQ stock exchange under the symbol COMMF, with headquarters at 110 E. 59th St., New York, New York 10022.

Through its direct wholly-owned subsidiary, CoreComm Newco, Inc., CoreComm Ltd. is currently providing local and long distance, wireless, Internet and other services to both residential and business customers in Ohio. In addition to Ohio and provisional authority in Pennsylvania, CoreComm Ltd. is authorized, through wholly owned subsidiaries, to provide resold and/or facilities-based, local and/or interexchange telecommunications services in California, Colorado, Florida, Illinois, Indiana, Kentucky, Massachusetts, Michigan, Nevada, New Hampshire, New York, Rhode Island, Texas and West Virginia. It also has applications pending to provide local and interexchange services in a number of other states, and is authorized by the FCC to offer domestic interstate and international services nationwide as a non-dominant carrier.⁴

USNC is a Delaware corporation, with principal offices located at 10 S. Riverside Plaza Chicago, Illinois 60606. USNC, through various operating subsidiaries, is authorized to provide intrastate interexchange services in 48 states and to provide local telephone services in 19 states.⁵ As described above, through various operating subsidiaries, the company is authorized to offer intrastate local exchange and interexchange telecommunications services in Pennsylvania. USNC is also authorized by the FCC, through other subsidiaries, to offer domestic interstate and international services nationwide as a non-dominant carrier.⁶

⁴ File No. ITC-98-338 (effective June 17, 1998), held in the name of CoreComm's operating subsidiary, CoreComm Newco, Inc.

⁵ USNC's operating subsidiaries include, among others, USN Communications Midwest, Inc., USN Communications Northeast, Inc., USN Communications West, Inc., USN Communications Atlantic, Inc., USN Communications Southwest, Inc. and USN Communications Maine, Inc.

⁶ USNC holds two Section 214 authorities from the Federal Communications Commission: (1) File No. ITC-95-213 (effective April 24, 1995), initially held in the name USN Communications, Inc., which USNC subsequently re-named USN Communications Midwest, Inc; and (2) File No. ITC-94-328 (effective July 16, 1994), initially held in the name United Telemangement Services, Inc., which USNC subsequently re-named USN Communications Long Distance, Inc.

James McNulty, Secretary

April 14, 1999

Page 4

Description of the Transaction

On February 19, 1999, USNC and CoreComm executed an Asset Purchase Agreement ("Agreement") under which CoreComm will acquire substantially all of USNC's assets, with the exception of the assets of USN Wireless, Inc. and its subsidiaries, free and clear of liens, claims, and other encumbrances except as expressly assumed in the Agreement. The assets to be purchased include the assets of USNC's certificated operating entities in the various states, and their customer bases. CoreComm then will exercise its option to transfer such assets to its operating subsidiaries in the respective states. Thus, in Pennsylvania, the assets of USNC's operating subsidiaries will become the property of CoreComm's operating subsidiary in the Commonwealth, CoreComm PA.⁷

Concurrently with execution of the Agreement, USNC and 12 of its subsidiaries filed voluntary petitions under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, in the U.S. Bankruptcy Court for the District of Delaware. With their Chapter 11 petitions, USNC and the selling subsidiaries filed a motion for the Bankruptcy Court's approval of the sale of their assets and business as a going concern to CoreComm under the Agreement, as the best way to maximize creditor recoveries and preserve uninterrupted service to their customers. At a hearing on April 2, 1999, the Bankruptcy Court approved USNC's motion for authorization of the proposed sale to CoreComm.^{8/} The Parties anticipate that the sale will be consummated on or around May 1, 1999.

Tariffs

To ensure a seamless transition of USNC's customers to CoreComm PA and to avoid any interruption in service to such customers, CoreComm PA will continue to provide service pursuant to the USNC entities' tariffs currently on file with the Commission. By this letter CoreComm PA hereby amends its applications to provide local exchange and interexchange telecommunications services in Pennsylvania⁹ to replace the tariffs submitted with these

⁷ A chart illustrating the corporate structure of the Parties immediately prior to, and immediately following the transaction, is attached hereto.

^{8/} In re USN Communications, Inc., Case No. 99-383 (PJW), ¶4 (D. Del. Apr.2, 1999) (directing USNC to sell its assets to CoreComm Ltd. free and clear of any and all liens). The order of the Bankruptcy Court also directs all regulatory agencies to "accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement" Id. at ¶14.

⁹ See supra nn. 2 & 3.

James McNulty, Secretary

April 14, 1999

Page 5

applications with the local exchange tariff and interexchange tariff of USNC-AT.¹⁰ CoreComm PA will provide Pennsylvania customers with high quality, reliable and affordable services.

Once the sale is approved and consummated, USNC's subsidiaries operating in Pennsylvania will inform its customers, by bill inserts or any other method acceptable to the Commission, that CoreComm PA has acquired the company's assets and that CoreComm PA will continue to provide service to those customers on the same rates, terms and conditions as those provided by USNC's Pennsylvania subsidiaries.¹¹

Public Interest Considerations

CoreComm PA respectfully submits that consummation of the proposed transaction as directed by the Bankruptcy Court will serve the public interest in Pennsylvania. First, consummation of the sale will ensure the continued provision of reliable, uninterrupted telecommunications services to thousands of residential and business customers in Pennsylvania. Second, consummation of the sale will expand customer choice and promote the continued development of effective competition in the Pennsylvania telecommunications marketplace by accelerating the entry of a strong, experienced competitor committed to preserving and building upon USNC's existing customer base through the provision of advanced, high quality products and services, including, in particular, products and services directed to the often ignored residential market.

Conclusion

After review of the Pennsylvania statutes and Commission rules, it is CoreComm PA's understanding that prior approval of the Commission is not required to consummate the transaction described above. Accordingly, absent the receipt of written notification to the contrary, this is to advise that the parties are intending to proceed with their plans to effectuate the transaction, without seeking additional Commission approval. This letter is forwarded to the Commission for informational purposes, to be included in the appropriate file.

¹⁰ Local Exchange Tariff of USN Communications Atlantic, Inc., PA P.U.C. No. 1. IntraLATA Interexchange Tariff of USN Communications Atlantic, Inc., PA. P.U.C. No. 1. After a transition period, CoreComm PA may choose to revise these tariffs to better serve its customers. CoreComm PA will comply with all applicable regulations regarding any such revisions.

¹¹ The Parties understand that the Commission subsequently will require them to file an application for USNC's operating subsidiaries to abandon their certificates of authority to provide telecommunications services in the Commonwealth.

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C.

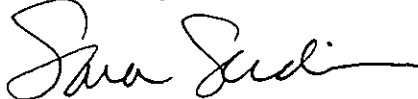
James McNulty, Secretary

April 14, 1999

Page 6

Please date-stamp the enclosed extra copy of this letter and return it in the self-addressed, stamped envelope provided herein. Should you have any questions or comments regarding this transaction, please do not hesitate to contact the undersigned.

Respectfully submitted,

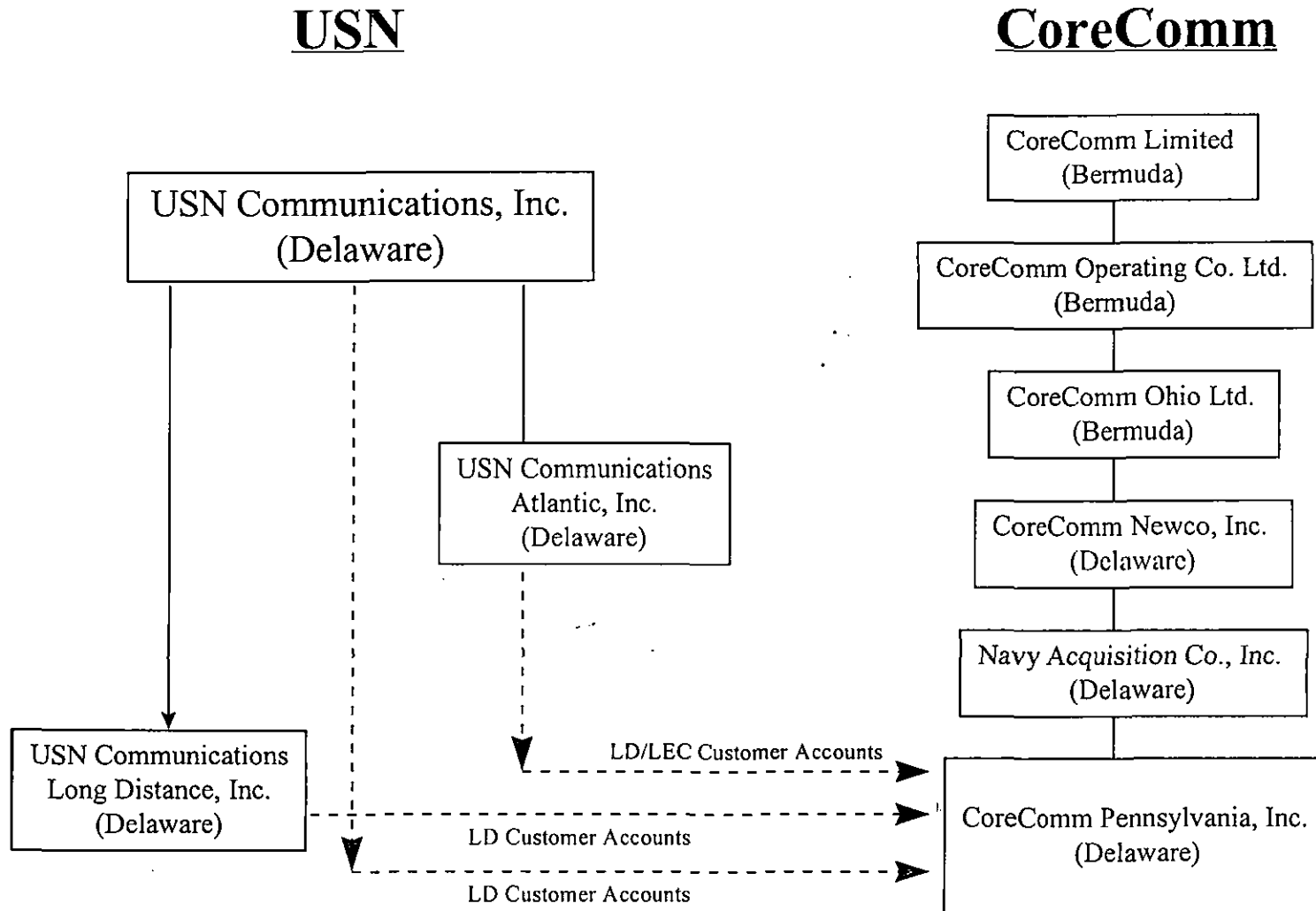


Sara F. Seidman
Counsel for CoreComm Pennsylvania, Inc.,
and CoreComm Limited

cc: Louise Fink Smith, Esq.
Doug Beebe
Joe Spandra
Christopher A. Holt, Esq.
Eric J. Branfman, Esq.

DCDOCS: 147717.1 (35z9011.doc)

CoreComm Acquisition of USN's Pennsylvania Assets



A-310801

PENNSYLVANIA TELECOMMUNICATIONS TARIFF

Intrastate Interexchange Tariff

ORIGINAL

DOCUMENT
FOLDER

RECEIVED

JUL 21 1999

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of Pennsylvania by CORECOMM PENNSYLVANIA, INC. ("Company").

DOCKETED
JUL 27 1999

Issued: July 22, 1999

Effective: July 23, 1999

Issued by: Ellen C. Craig, Vice-President of Regulatory Affairs
CORECOMM PENNSYLVANIA, INC.
10 South Riverside Plaza, Suite 2000
Chicago, Illinois 60606

CHECK SHEET

The title page and pages 1-34 inclusive of this Tariff are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	18	Original
2	Original	19	Original
3	Original	20	Original
4	Original	21	Original
5	Original	22	Original
6	Original	23	Original
7	Original	24	Original
8	Original	25	Original
9	Original	26	Original
10	Original	27	Original
11	Original	28	Original
12	Original	29	Original
13	Original	30	Original
14	Original	31	Original
15	Original	32	Original
16	Original	33	Original
17	Original	34	Original

* New or Revised Sheets

Issued: July 22, 1999

Effective: July 23, 1999

Issued by: Ellen C. Craig, Vice-President of Regulatory Affairs
CORECOMM PENNSYLVANIA, INC.
10 South Riverside Plaza, Suite 2000
Chicago, Illinois 60606

CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

Issued: July 22, 1999

Effective: July 23, 1999

Issued by: Ellen C. Craig, Vice-President of Regulatory Affairs
CORECOMM PENNSYLVANIA, INC.
10 South Riverside Plaza, Suite 2000
Chicago, Illinois 60606

TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

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).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages 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 designed by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

APPLICABILITY

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of Pennsylvania by CORECOMM PENNSYLVANIA, INC. ("Company").

Issued: July 22, 1999

Effective: July 23, 1999

Issued by: Ellen C. Craig, Vice-President of Regulatory Affairs
CORECOMM PENNSYLVANIA, INC.
10 South Riverside Plaza, Suite 2000
Chicago, Illinois 60606

EXPLANATION OF SYMBOLS

- (D) To signify discontinued material
- (I) To signify a rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To signify a reduction
- (T) To signify a change in text but no change in rate or regulation

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I. TECHNICAL TERMS AND ABBREVIATIONS

For the purpose of this Tariff, the following definitions will apply:

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Bill Date

The date on which billing information is compiled and sent to the Customer.

Call

A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to and interconnecting telephone company.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Commission

Pennsylvania Public Utility Commission

Company

CORECOMM PENNSYLVANIA, INC.

Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

DCS

DCS means Digital Cross-Connect System.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

DS-0

DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access

DS-0 Service with VF Local Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

Due Date

The Due Date is the date on which payment is due.

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications Commission

HITC

Highest Interexchange Transporter Charge or Surcharge

HIDTR

Highest Interexchange Transporter Daytime Rate

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

Kbps

Kilobits per second.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

N/A

Not available.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Payment Method

The manner which the Customer designates as the means of billing charges for Calls using the Company's Service.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Route Diversity

Two channels which are furnished partially or entirely over two physically separate routes.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the Commission.

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

Two-Way Conversation

A Two-Way Conversation is a telephone conversation between or among two or more parties.

VF

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000 hertz frequency band.

2. RULES AND REGULATIONS

2.1. Description and Limitations of Services

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.5. Service may be discontinued after five business days written notice to the Customer if:
- 2.1.5.A. the Customer is using the Service in violation of this Tariff; or
- 2.1.5.B. the Customer is using the Service in violation of the law or Commission regulation.
- 2.1.6. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- 2.1.7. Service will be provided until canceled, by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.
- 2.1.8. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.

- 2.1.9. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.
- 2.1.10. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.
- 2.2. Other Terms and Conditions
- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.2.4. A Customer shall not use any service-mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5. In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.2.6. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.

- 2.2.7. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.8. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.9. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.10. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.
- 2.3. Liability
- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2.3.2. With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the

Service or facilities, equipment, or Services associated with such Service.

- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.3.7. The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, or sold by third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THE COMPANY'S LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE

LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

- 2.3.8. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company 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 routing the Call, or (b) the sum of \$1,000.00.
- 2.3.9. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.10. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- 2.4. Cancellation of Service by a Customer
- 2.4.1. If a Customer cancels a Service order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.
- 2.4.2. Upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.
- 2.5. Cancellation for Cause by the Company
- 2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, except in extreme cases, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled

Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

- 2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon five business days written 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 under the following circumstances, except under extreme cases where the customer may be disconnected immediately and without notice:
- 2.5.2.A. if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);
 - 2.5.2.B. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);
 - 2.5.2.C. if the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s);
 - 2.5.2.D. if the Customer has been given five business days written notice in a separate mailing by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used;
 - 2.5.2.E. in the event of unauthorized use.
 - 2.5.2.F. Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the Commission's rules.
- 2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

2.6. Credit Allowance

- 2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.
- 2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3. No credit shall be allowed:
- 2.6.3.A. For failure of services or facilities of Customer; or
- 2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.
- 2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.
- 2.6.5. Credits are applicable only to that portion of Service interrupted.
- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.7. Use of Service

2.7.1 The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.

2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:

2.7.2.A. One joint user or Authorized User must be designated as the Customer.

2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.

2.7.3. In addition to the other provisions in this Tariff, Customers reselling company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.

2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.

2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.

2.8. Payment Arrangements

2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.

- 2.8.2. The Company's bills are due upon receipt. Amounts not paid within 30 days from the Bill Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount not to exceed the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.
- 2.8.3. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any).
- 2.8.4. Disputes with respect to charges must be presented to the Company in writing within thirty days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.
- 2.8.5. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- 2.8.6. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.8.7. Company will not require deposits or advance payments by Customers for Services.
- 2.9. Assignment
- 2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.
- 2.10. Taxes
- 2.10.1. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- 2.10.2. If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of

service made subject to such tax, fee or charge.

- 2.10.3. If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.
- 2.10.4. When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate or intrastate telecommunications service provided to and billed to an end user/customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

2.11. Method for Calculation of Airline Mileage

- 2.11.1 The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

$$\text{the square root of: } \frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

Example:		<u>V</u>	<u>H</u>
	City 1	5004	1406
	City 2	5987	3424

$$\text{the square root of: } \frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

2.12. Time of Day Rate Periods

2.12.1 Time of Day Rate Periods are determined by the time of day at the location of the Calling station.

The rates shown in Section 4 apply as follows:

DAY: From 8:01 AM to 5:00 PM Monday - Friday

EVENING: From 5:01 PM to 11:00 PM Monday - Friday and Sunday

NIGHT/

WEEKEND: From 11:01 PM to 8:00 AM Everyday

From 8:01 AM to 11:00 PM Saturday

From 8:01 AM to 5:00 PM Sunday

2.13. Special Customer Arrangements

2.13.1 In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.14. Inspection

2.14.1 The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

3. DESCRIPTION OF SERVICES3.1. Wide Area ("WATS") and Message ("MTS") Toll Services

3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3.2. Switched Inbound Service

3.2.1. Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends. Customers will incur a \$5.00 per month per line charge.

3.3. Dedicated Inbound Service

3.3.1. Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. Customers will be responsible for all applicable local loop charges.

3.4. Switched Outbound Service

3.4.1. Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating end.

3.5. Dedicated Outbound Service

3.5.1. Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end.

3.6. Calling Card Service

3.6.1. The Company offers a Calling Card for Customers subscribing to Company's inbound or outbound Services. Company issues Customer a Calling Card and access code, and allows Customer to access Company's network by dialing an 800 number.

3.7 Debit Card Service

3.7.1 The Company offers a Debit Card to Customer. Company issues Customer a Debit Card and access code, and allow Customer to access Company's network by dialing an 800 number. Customer pays the Company in advance for Debit Card Services.

3.8. Timing of Calls

3.8.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

3.8.2. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is thirty (30) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in six (6) second increments and rounded to the next higher six (6) second period.

4. RATES

4.1. Usage Rates

4.1.1. The following are the maximum per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

4.2. Switched Inbound Usage Rates

4.2.1. Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends. Customers will incur a \$5.00 per month per line charge.

RATE PER MINUTE

DAY / EVENING / NIGHT

MILEAGE	INITIAL 30 SECONDS	ADDITIONAL 6 SECONDS
ALL	\$.0725 up to HIDTR	\$.0145 up to HIDTR

4.3. Dedicated Inbound Usage Rates

- 4.3.1 Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. Customers will be responsible for all applicable local loop charges.

RATE PER MINUTE

DAY / EVENING / NIGHT

MILEAGE	INITIAL 18 SECONDS	ADDITIONAL 6 SECONDS
ALL	\$.0315 up to HIDTR	\$.0105 up to HIDTR

Issued: July 22, 1999

Effective: July 23, 1999

Issued by: Ellen C. Craig, Vice-President of Regulatory Affairs
CORECOMM PENNSYLVANIA, INC.
10 South Riverside Plaza, Suite 2000
Chicago, Illinois 60606

4.4. Switched Outbound Usage Rates

- 4.4.1. Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating end.

RATE PER MINUTE

DAY / EVENING / NIGHT

MILEAGE	INITIAL 30 SECONDS	ADDITIONAL 6 SECONDS
ALL	\$.0685 up to HIDTR	\$.0137 up to HIDTR

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CORECOMM PENNSYLVANIA, INC.
10 South Riverside Plaza, Suite 2000
Chicago, Illinois 60606

4.5. Dedicated Outbound Usage Rates

- 4.5.1. Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end.

RATE PER MINUTE**DAY/EVENING/NIGHT**

MILEAGE	INITIAL 18 SECONDS	ADDITIONAL 6 SECONDS
ALL	\$.0315 up to HIDTR	\$.0105 up to HIDTR

4.6 Calling Card Service

- 4.6.1 The Company offers a Calling Card for Customers subscribing to Company's inbound or outbound Services. Company issues Customer a Calling Card and access code, and allows Customer to access Company's network by dialing an 800 number. Company bills calls to Customer's account. Customers will be billed a \$.70 per call charge in addition to the per minute charge set forth below. In addition, Customers will receive a \$5.00 per month service charge if the Customer fails to exceed ten (10) dollars per month in usage charges.

DAY / EVENING / NIGHT

MILEAGE	INITIAL 60 SECONDS	ADDITIONAL 60 SECONDS
ALL	\$.199 up to HIDTR	\$.199 up to HIDTR

4.7 Debit Card Service

- 4.7.1 The Company offers a Debit Card to Customer. Company issues Customer a Debit Card and access code, and allow Customer to access Company's network by dialing an 800 number. Customer pays the Company in advance for Debit Card Services.

DAY / EVENING / NIGHT

MILEAGE	INITIAL 60 SECONDS	ADDITIONAL 6 SECONDS
ALL	\$.20 up to HIDTR	\$.20 up to HIDTR

4.8. Special Promotional Offering

4.8.1 The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by Commission. Company will not have special promotional offerings for more than 90 days in any 12 month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

4.9. Emergency Calls

4.9.1 Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where call originated without the intervention of Company.

4.9.1.A. 911 calls are not routed but are completed through the local network. No billing applies to emergency calls.

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07/21/99 17:03

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

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

MINTZ LEVIN COHN FERRIS GLOVSKY & POPEO PC
ATTN A SHEBA CHACKO
701 PENNSYLVANIA AVE NW STE 900
WASHINGTON, DC 20004

DATE 4/21/99
RECEIVED # 195563

APR 27 1999

Application fees for CORECOMM PENNSYLVANIA INC

Docket Number A-310801F0002..... \$250.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 6121

CHECK AMOUNT: \$250.00

DOCUMENT
FOLDER

C. Joseph Meisinger
(for Department of Revenue)

049806

EEF

99 APR 23 AM 8:36
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