

Bell Atlantic - Pennsylvania, Inc.
1717 Arch Street, 32
Philadelphia, PA 19103
Tel: (215) 963-6023
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Christopher M. Arfaa
Regulatory Counsel



DOCUMENT
FOLDER

December 7, 1999

VIA FEDERAL EXPRESS

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
North Street & Commonwealth Avenue
North Office Building - Room B20
Harrisburg, PA 17120

DOCKETED
DEC 10 1999

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DEC 07 1999

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Joint Petition of Bell Atlantic - Pennsylvania, Inc. and Computer Business Sciences, Inc. d/b/a CBS for Approval an Interconnection Agreement.
Dkt. No. A-310832F0002

Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order entered November 19, 1999, the parties in the above-referenced matter were directed to file a true and correct copy of their Agreement. Please be advised that the true and correct copy of the Agreement is the Agreement which the parties filed on September 22, 1999.

Please do not hesitate to contact me if you have any questions regarding this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Christopher M Arfaa /dc".

Christopher M. Arfaa

CMA/dc

cc: Deborah S. Arnott, Regulatory Administrator (Via Federal Express)

57

EEF

Computer Business Sciences, Inc.

80-02 Kew Gardens Road, Suite 5000
Kew Gardens, New York 11415
p. (718) 520-6500
f. (718) 520-0783

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Jan 31
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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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January 28, 2000

Mr. James J. McNulty
Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

RE: DOCKET NO. A-310832 AND 310832-F00002- COMPUTER BUSINESS SCIENCES, INC.

Dear Mr. McNulty:

Computer Business Sciences, Inc. ("CBS") hereby respectfully submits its final Tariffs 1, 2 and 3 (Local Exchange, Interexchange and Switched Access) for Commission review and approval. I look forward to your comments.

Should you have any questions please do not hesitate to contact me.

Sincerely yours,



Deborah Amott
Regulatory Administrator
p. (718) 520-6500 X149
f. (718) 520-0783
email: darnott@deb.5netusa.com

ale

A-310832 F0002 DOCKETED

TITLE SHEET

Facilities-Based Interexchange Carrier Tariff

FEB 07 2000
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Regulations and Schedule of Rates applicable to Facilities-Based
Interexchange Carrier Services within the Commonwealth of Pennsylvania

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PA PUBLIC UTILITY COMMISSION
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Docket No. A-310832F0002

CHECK SHEET

Sheets 1 through ___ inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
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SYMBOLS

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

- I - Increase in rates
- D - Decrease in rates
- C - Change

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 16 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the PA. P.U.C.. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Pa. P.U.C. follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.1.
 - 2.1.1.
 - 2.1.1 .A.
 - 2.1.1 .A.1 .
 - 2.1.1 .A.1 .(a).
 - 2.1.1 .A.1 .(a).l.
 - 2.1.1 .A.1 .(a).l.(i).
- D. Check Sheets - When a tariff filing is made with the Pa. P.U.C., an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk. There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the PA. P.U.C..

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a Computer Business Sciences, Inc. network switching center.

Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

Company or Carrier- Computer Business Sciences, Inc. ("CBS")

Customer- The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

High Speed Internet – Internet access at a minimum of 56K bandwidth

Holidays - Computer Business Sciences, Inc.'s recognized holidays are New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day.

LATA – Local Area Transport Access

Local Dial Tone – a single voice grade communications channel which allows the customer to place or receive calls.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

XDSL – a variety of digital subscriber line services which provides ultra high speed internet access.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Computer Business Sciences, Inc.

Computer Business Sciences, Inc. services and facilities are furnished for communications originating at specified points within the state of Pennsylvania under terms of this Tariff.

Computer Business Sciences, Inc. installs, operates, and maintains the communication services provided here under in accordance with the terms and conditions set forth under this Tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Computer Business Sciences, Inc. network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of facilities and the provisions of this tariff.

2.2.2 Computer Business Sciences, Inc. reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control; or when the customer is using service in violation of the law or the provisions of this tariff.

2.2.3 All facilities provided under this tariff are directly controlled by Computer Business Sciences, Inc. and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

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SECTION 2 - RULES AND REGULATIONS (cont.)

2.2 Limitations (Cont.)

2.2.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees.

2.2.5 Customers reselling or rebilling service must have a certificate of public convenience and necessity as an interexchange carrier from the Pennsylvania Public Utility Commission.

2.3 Liabilities of The Company

2.3.1 Computer Business Sciences, Inc.'s liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customers for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.

2.3.2 Computer Business Sciences, Inc. shall be indemnified and held harmless by the customer against:

2.3.2.1 Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.

2.3.1.2 All other claims arising out of any act or omission of the customer in connection with any service or facility provided by Computer Business Sciences, Inc.

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SECTION 2 - RULES AND REGULATIONS (cont.)**2.4 Interruption of Service**

- 2.4.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in 2.3.1 herein. It shall be obligation of the customer to notify The Company immediately 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 by the customer within his control, or is not in wiring or equipment, if any, furnished by the customer and connected to the Company's facilities.
- 2.4.2 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.4.3 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.4.4 The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

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

"A" - outage time in hours

"B" - total monthly charge for affected facility

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SECTION 2 - RULES AND REGULATIONS (cont.)**2.5 Restoration of Service**

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.6 Deposits

The Company does not require a deposit from the customer.

2.7 Advance Payments

For customers whom the Company feels an advance payment is necessary, Computer Business Sciences, Inc. reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charge; and if necessary a new advance payment will be collected for the next month.

2.8 Taxes

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.

2.9 Employee Concessions

Any employee of the Company in good standing for three months or longer may receive any of the Company's services 20% below the tariffed rate as a concession.

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SECTION 2 – RULES AND REGULATIONS (cont.)**2.10 Disconnection of Service**

The Company (carrier), upon five (5) working days' written notice to Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

2.10.1 Non-payment of any sum due to carrier for regulated service for more than thirty (30) days beyond the date of rendition of the bill for such service.

2.10.2 A violation of any regulation governing the service under this tariff.

2.10.3 A violation of any law, rule or regulation of any government authority having jurisdiction over such service.

Prior to termination of service, the Company will mail or deliver written notice to the customer at least 10 days prior to the date of the proposed termination. Termination of service by the Company to a residential customer will follow a two-step process, whereby the Company shall mail or deliver written notice to the customer at least 7 days before the date of proposed suspension regardless upon which suspension is sought, per 52 Pa. Code Section 64.71. When at least 10 days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension due to any of the following reasons (per 52 Pa. Code Section 64.121)

1. failure to make satisfactory arrangements to pay arrearages;
2. failure to post a deposit;
3. failure to meet the requirements of a payment agreement;
4. failure to give adequate assurances that an unauthorized use or practice will cease.

The Company complies with all billing standards within Pa. Code Section 64 and abides by the Bureau of Consumer Services' primary jurisdiction over complaints (Pa. Code Section 64.154) with regard to customer payment arrangements.

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SECTION 2 – RULES AND REGULATIONS (cont.)**2.11 Billing Procedures**

Rendering and Payment. Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. Each bill contains monthly recurring charges billed in advance, and the last date for timely payment. The Company will prorate monthly recurring charges based on a 30 day month.

Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order or cashier's check.

Customer payments are considered prompt when received by the Company or its agent by the due date on the bill. The due date is 30 days after the bill is rendered and is designated by the due date on the Customer's bill to timely pay the charges stated. The Company will credit payments within 24 hours of receipt.

Any objections to billed charges should be promptly reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

SECTION 3 - DESCRIPTION OF SERVICE**3.1 Timing of Calls**

The customer's long distance usage charge is based on the actual usage of Computer Business Sciences, Inc.'s network. Usage begins when called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or

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the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up. There is no charge for an uncompleted call.

3.2 Minimum Call Completion Rate

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

3.3 Special Services

For the purpose of this tariff, a Special Service is deemed to be any service requested by the customer for which there is no prescribed rate in this tariff. Special Service charges will be developed on an individual case basis and filed in this tariff.

3.3.1 Special Service Regulations

Special Service charges will be based on the estimated cost of furnishing such services including the cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any other specific item associated with the particular Special Service request.

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SECTION 3 - DESCRIPTION OF SERVICE (cont.)

- 3.3.1.1 If at the request of the customer, CBS obtains facilities not normally used to provide service to its customers, the cost incurred will be billed as a Special Service.
- 3.3.1.2 If at the request of the customer, CBS provides technical assistance not normally required to provide service, the costs involved will be billed as a Special Service.
- 3.3.1.3 When special signaling, conditioning, equipment or other features are required to make customer-provided equipment compatible with CBS service, the cost of providing these features will be billed as a Special Service.
- 3.3.1.3 When additional testing is requested in excess of the normal testing required to provide service.

3.3.2 Hearing or Speech Impaired Persons

Rates for certain calls are reduced pursuant to Section 4.2.2 for a residence or single-line business customer who meet the following requirements:

- 3.3.2.1 The customer is certified to the Company as having a hearing or speech impairment that prevents telephone voice communication.
- 3.3.2.2 The customer uses a telecommunications device for the deaf (TDD) or other non-voice equipment for telecommunications.
- 3.3.2.3 The customer makes written application to the Company for reduced rates.
- 3.3.2.4 The customer designates to the Company one and only one telephone number associated with that customer's service and telecommunications device.

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SECTION 3 - DESCRIPTION OF SERVICE (cont.)**3.4 General Description of CBS's Communication Services**

CBS Long Distance Service is an intrastate/interexchange telecommunications service that enables an end-user to place toll calls by accessing the CBS network directly. The service is accessed by establishing an account with the Company, having an authorization code issued, and dialing a 7 digit access code. The end-user accesses the network by dialing either (local area code) + number TBD (to be determined) or a toll-free number -- (800 or 888) + number TBD. CBS' Long Distance Service is available 24 hours a day, 7 days a week.

On it's network "On-Net", CBS will be offering bundled and unbundled flat rate local dial tone including high speed internet, and XDSL service.

The monthly flat-rate charges for Business and Residential Exchange Service "on-Net" are as follows:

Local Exchange Dial Tone:	\$15 per month
High Speed Internet Access:	\$20 per month
High Speed Access (XDSL)	\$65 per month

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SECTION 3 - DESCRIPTION OF SERVICE (cont.)**3.5 Directory Assistance**

Directory Assistance is available to customers of any of CBS's services. A charge of 60 cents/minute will apply to each Directory Assistance call. The charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Up to two requests may be made on each Directory Assistance call

Per call to Directory Assistance: \$0.60

3.6 Calculation of Distance

CBS's rates are not distance sensitive.

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SECTION 4 – RATES

4.1 Rates The per minute rates for CBS Long Distance Service are as follows

Using the (local area code) + TBD access code: \$0.06 per minute

Using the (800 or 888) + access code: \$0.14 per minute

The above rates apply to each minute or fraction thereof.

4.2 Special Promotions

The company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the Pa. P.U.C. with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

4.3 Special Rates For The Handicapped

4.3.2 Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle."

4.3.3 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

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SECTION 4 – RATES (cont.)

4.4 Late Charges and Return Check Charges

Interest charges of 1.25% per month will be assessed on all unpaid balances more than thirty (30) days old (in accordance 52 PA Code Section 64.16).

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds.

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Kew Gardens, New York 11415

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Computer Business Sciences, Inc.
80-02 Kew Gardens Road, Suite 5000
Kew Gardens, NY 11415

Tariff Telephone-Pa. P.U.C. No. 3

ORIGINAL SHEET 1

A-310832

COMPETITIVE LOCAL CARRIER

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Tariff Schedule Applicable to

INTRASTATE SWITCHED ACCESS SERVICE

of

Computer Business Sciences, Inc.

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JAN 31 2000

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Applying to Intrastate Switched Access Communications Services Between Points in the Commonwealth of Pennsylvania and Containing Rates, Rules and Regulations Governing Service.

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Docket No. 310832

Deborah Arnott
VP-Regulatory & Compliance
80-02 Kew Gardens Road, Suite 5000
Kew Gardens, NY 11415

Effective:

ACCESS SERVICE

Check Sheet

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

Sheet Number	Revision	Sheet Number	Revision
		31	Original
1	Original	32	Original
2	Original	33	Original
3	Original	34	Original
4	Original	35	Original
5	Original	36	Original
6	Original	37	Original
7	Original	38	Original
8	Original	39	Original
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18	Original	49	Original
19	Original	50	Original
20	Original	51	Original
21	Original	52	Original
22	Original	53	Original
23	Original	54	Original
24	Original	55	Original
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26	Original	57	Original
27	Original	58	Original
28	Original	59	Original
29	Original	60	Original
30	Original	61	Original

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ACCESS SERVICE

Check Sheet. (cont'd.)

Sheet Number	Revision	Sheet Number	Revision
62	Original	96	Original
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64	Original		
65	Original		
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Computer Business Sciences, Inc.
80-02 Kew Gardens Road, Suite 5000
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Tariff Telephone-Pa. P.U.C. No. 3

ORIGINAL SHEET 4

ACCESS SERVICE

Check Sheet. (cont'd.)

[reserved for future use]

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Tariff Format

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14. 1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Ca.PUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Ca.PUC follow in their tariff approval process, the most current sheet number on file with the PUC is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.(A).
 - 2. (A). 1
 - 2. (A). 1. (a).
 - 2. (A). 1. (a). 1.
 - 2. (A). 1. (a). 1. (i).
 - 2. 1. 1. A. 1. (a). I. (i). (1).
- D. **Check Sheets** - When a tariff filing is made with the Ca. PUC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

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ACCESS SERVICE

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Preliminary Statement

This tariff sets forth the rates, rules and regulations of Computer Business Sciences, Inc. applicable to its provision of switched access service, interconnection and number portability within the Commonwealth of Pennsylvania to carrier customers located in exchange areas served by Bell Atlantic-Pennsylvania, Inc.

The Company has been authorized by the Pennsylvania Public Utility Commission (Pa. P.U.C.) to provide competitive local exchange service and interexchange service.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Pa. P.U.C.

Application of Tariff

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate access services by Computer Business Sciences, Inc. to carrier customers within the Commonwealth of Pennsylvania. The rates concur with the Switched Access Rates of Bell Atlantic – Pennsylvania, Inc.

This tariff applies only for the use of the Company's services for communications between points within the Commonwealth of Pennsylvania; this includes the use of the Company's network to complete an end to end intrastate communication.

Availability of the Company's Tariff

Complete copies of the Company's advice letters and current tariff are maintained at the Company's business offices located at:

Computer Business Sciences, Inc.
80-02 Kew Gardens Road
Suite 5000
Kew Gardens, NY
11415

The tariff is also available for public inspection at the Pennsylvania Public Utility Commission.

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EXPLANATION OF SYMBOLS

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

(D) - To signify discontinued material, including listing, rate, rule or condition.

(I) - To signify increase.

(L) - To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.

(N) - To signify new material including listing, rate, rule or condition.

(R) - To signify reduction.

(T) - To signify a change in wording of text but not change in rate, rule or condition.

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The Company has been authorized by the Pa. P.U.C. to provide competitive local exchange service within the Commonwealth of Pennsylvania and its initial services areas are identified and depicted on the maps found within the Company's Tariff Telephone-Pa. P.U.C. No. 1.

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This tariff addresses the issue of Switched Access Charges, which are the charges that the Company will bill either interexchange carriers (IXCs) or other LECs, for the use of its facilities in order to complete toll calls by end-users. IXCs rely almost exclusively on the switched and dedicated access facilities of incumbent LECs to transmit calls between their customers and the IXC's locations. All of the Company's rates for Switched Access Services concur with those of Bell Atlantic-Pennsylvania, Inc. (herein referred to as BAPA).

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1.0 RATE DESCRIPTIONS

Schedule 1: Traffic Sensitive (TS) Elements, Non-Traffic Sensitive Elements (NTS) and Local Switching

Traffic Sensitive (TS) elements have costs that change with the traffic load (number of calls, the duration of the calls) placed on them.

The switched access charge rate elements associated with TS costs include the following "End Office" switched access components: Local Switching, Line Termination and Intercept. These rate elements are billed to the Interexchange Carrier on a per minute of use basis. Line Termination provides termination for the end user lines terminating in the local end office. This access charge component is billed on a per 100 minutes of use basis. Intercept is the recording that a caller hears when a telephone number has either moved or been changed or else the calling party has been disconnected.

Local Transport is the voice frequency transmission path from the end user's end office to the IXC's premises or point of presence. This access charge element is billed on a per minute of use basis and is also mileage sensitive.

Local Switching provides for the use of end office switching equipment which connects a customer to another switching machine (or machines) to connect to a customer outside the local calling area either by another local exchange company or an interexchange carrier. Local Switching is further broken down into different Feature Groups (i.e. Feature Group A, B, or D or FG A, FG B or FG D) which are service categories differentiated by standard and available optional features, based on the manner in which an end user makes a local call.

Feature Group A is a line-side connection available to all IXCs in which an end-user must dial a seven digit telephone number (i.e. NXX-XXXX) to access the long distance carrier of his choice. The end user must then enter an account code and the telephone number of the called person.

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1.0 RATE DESCRIPTIONS (cont'd)

Schedule 1: Traffic Sensitive (TS) Elements, Non-Traffic Sensitive Elements (NTS) and Local Switching (cont'd)

Feature Group B is a trunk-side connection in which the end-user must first dial a seven digit telephone number XXX-XXXX. The "XXX" is the Carrier Identification Code (CIC) of the desired long distance carrier. As with Feature Group A, the end user must then enter an account code and the telephone number of the called person.

Feature Group D is a trunk-side connection which allows the end user to select an access customer via presubscription or on a per call basis. With Feature Group D, the end user dials 1+ the area code and telephone number and the call is automatically completed by the presubscribed long distance carrier. Feature Group D also allows the end user to "dial around" the presubscribed carrier by dialing 1010XXXX (where XXX is the area code and telephone number of the called party).

Included in Local Switching are:

Common Switching which provides the local end office switching functions and optional features.

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1.0 RATE DESCRIPTIONS

**Schedule 1: Traffic Sensitive (TS) Elements,
Non-Traffic Sensitive Elements (NTS) and
Local Switching (Cont'd.)**

1. Local Switching

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

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1.0 RATE DESCRIPTIONS

**Schedule 1: Traffic Sensitive (TS) Elements,
Non-Traffic Sensitive Elements (NTS) and
Local Switching (Cont'd.)**

2. Common Switching Nonchargeable Optional Features

Automatic Number Identification (available with FGB and FGD) -
Per Transmission Path Group

Up to seven Digit Outpulsing of Access Digits to Customer (available to FGB) Per
Transmission Path Group

Service Class Routing (available with FG D)
- Per Transmission Path Group

Alternate Traffic Routing (available with FG D)
- Per Transmission Path Group

International Carrier Option (available with FG D)
- Per End Office and Access Tandem

3. Common Switching Chargeable Optional Feature

Automatic Number Identification
SS7 Charge Number

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1.0 RATE DESCRIPTIONS

**Schedule 1: Traffic Sensitive (TS) Elements,
Non-Traffic Sensitive Elements (NTS) and
Local Switching (Cont'd.)**

4. Trunk Side Transport Termination Nonchargeable Options

- Standard Trunk for Originating, Terminating or Two-way Operation
(available with FGB and FGD)
- Rotary Dial Station Signaling Trunk (available with FGB)
- Operator Trunk, Full Feature Arrangement (available with FGD)
- Operator Trunk, Assist Feature (available with FGD)

5. SS7 Signaling Option

- Calling Party Number (available with FG D)
- Charge Number (available with FG D)
- Carrier Selection Parameter (available with FG D)
- Access Transport Parameter (available with FG D)

6. Non-Traffic Sensitive (NTS) Elements

Non-Traffic Sensitive Elements have costs that do not change with the traffic load (number of calls; duration of calls) placed on them.

The Carrier Common Line Charge is the only switched access rate element designed to recover NTS costs. This Carrier Common Line Charge is based on a rate per line per access minute – consistent with the rate charged by BAPA = \$.005369.

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1.0 RATE DESCRIPTIONS (cont'd)

Schedule 2: Local Transport

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

1. Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

2. Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

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1.0 RATE DESCRIPTIONS (cont'd)

Schedule 2: Local Transport (cont'd)

3. Nonchargeable Optional Features

(A) Supervisory Signaling

DX Supervisory Signaling Arrangement
- Per Transmission Path

SF Supervisory Signaling Arrangement
- Per Transmission Path

E&M Type I Supervisory Signaling Arrangement
- Per Transmission Path

E&M Type 11 Supervisory Signaling Arrangement
- Per Transmission Path

E&M Type III Supervisory Signaling Arrangement (available with FGD)
- Per Transmission Path

(B) Customer specification of the receive transmission level at the first point of switching within a range acceptable to the Company (available with FGB)
- Per Transmission Path

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1.0 RATE DESCRIPTIONS (cont'd)

Schedule 2: Local Transport (cont'd)

3. Nonchargeable Optional Features (cont'd)

- (C) Customer specification of Local Transport Termination; four-wire termination in lieu of two-wire termination (available with FGB)
 - Per Transmission Path

- (D) Signaling System 7
 - Per signaling connection arranged

- (E) 64 kbps Clear Channel Capability
 - Per Transmission Path

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1.0 RATE DESCRIPTIONS (cont'd)

Schedule 3: 800/888 Data Base Access Service

This service provides access on a per query basis to the 800/888 Data Base for the purpose of routing end user dialed 800/888 number calls to the Customer.

800/888 Data Base Access Service, which is available to all Customers, is an originating offering which provides a carrier identification function for numbers using the 800/888 NPA (i.e., 800/888-NXX-XXXX). The carrier identification function is performed using queries which are routed using the Company's CCS/SS7 network to the Company's Service Control Point (SCP). Data Base 800/888 Service may be provided with Call-Routing Capability, Carrier-ID-Only and/or Number Administration Service options.

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1.0 RATE DESCRIPTIONS (cont'd)

Schedule 3: **800/888 Data Base Access Service, (Cont'd.)**

800/888 Call-Routing Capability

Call-Routing Capability is provided in conjunction with Originating Switched Access Services. When a 1-800/888-NXX-XXXX call is originated by an End User, the Company will perform the carrier identification function based on the dialed digits to determine the Customer location to which the call is to be routed. Once carrier identification has been established, the call will be routed to the Customer.

For the Call-Routing carrier identification function, all traffic must be routed via a Service Switching Point (SSP) at which that function is available. It is the Customer's responsibility to ensure that sufficient Switched Access facilities have been ordered to handle its 800/888 traffic.

The Call-Routing Capability allows for the following additional functions, at the Customer's option:

POTS Translation: The Customer may choose to have either the dialed 800/888 number or the standard network routing (POTS) number forwarded to the IC premises.

Routing Options: alternate carrier(s) and/or alternate destination(s) may be identified based on criteria such as time-of-day, day-of-week, specific dates, originating NPA-NXX-XXXX and/or percent allocation. Routing Options also include routing to a single carrier and destination from an area of service which is smaller than an area defined by an NPA-NXX.

In addition to Switched Access per minute of use rates, the Call-Routing Query Charge applies per 800/888 query. When the Call-Routing carrier identification function performed includes POTS Translation and/or Routing Options, a charge will also apply, per query.

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1.0 RATE DESCRIPTIONS (cont'd)

Schedule 3: **800/888 Data Base Access Service, (Cont'd.)**

800/888 Carrier-ID-Only

Customers may choose to launch queries to the Company SCP using their own CCS/SS7 network to transport part of the signaling. When the carrier identification is provided, the Customer may use the information to route 800/888 traffic using their own network. In these cases the Company Switched Access services are not used to deliver a call to a carrier.

Customers must purchase Signal Transfer Point Access Service. Customers with networks and/or SSPs located in LATAs not served by the Company, must order STP Access at the Regional STP for 800/888 Carrier-ID-Only service. The Company 800/888 Data Base will receive and respond to 800/888 carrier identification requests.

800/888 Carrier-ID-Only data is only for use in routing originating calls and may not be stored by the Customer for future use.

An Administrative charge applies for each 800/888 Carrier-ID-Only Access Order and an Originating Point Code (OPQ charge applies for each OPC established. An OPC charge also applies for each OPC added or changed subsequent to the establishment of STP Port Access. A recurring charge will apply for each 800/888 Carrier-ID-Only query that returns a carrier identification code. When the carrier identification function performed includes POTS translation and/or Routing Options charges will also apply, per query.

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1.0 RATE DESCRIPTIONS (cont'd)

Schedule 4: [Reserved for future use.]

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1.0 RATE DESCRIPTIONS (cont'd)

Schedule 5: 500/900 Access Service

500/900 Access Service is an originating offering utilizing trunk side Switched Access Service. The service provides a Customer identification function based on the dialed 500/900 number.

500/900 Access Service is provisioned with 1+500/900+NXX-XXXX. When a 1+500/900+NXX-XXXX or 0+500/900+NXX-XXXX call is originated by an End User, the Company will perform the Customer identification function based on the 500/900-NXX dialed digits to determine the Customer location to which the call is to be routed. If the call originates from an end office not equipped to provide the Customer identification function, the call will be routed to an office at which the function is available. Once Customer identification has been established, the call will be routed to the Customer. Calls originating in an end office switch but to which the Customer has not ordered 500/900 Access Service, will be routed to intercept. 1+500/900+NXX-XXXX calls from Company coin telephone, 0-, IOXXX and Inmate service will be blocked. 1+500/900 and 0+500/900 will not be permitted from End User access lines that have specifically requested that 500/900 calls be blocked.

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1.0 RATE DESCRIPTIONS

Schedule 6: Operator Transfer Service

Operator Transfer Service is an arrangement in which Company operators transfer 0 and End User dialed calls, i.e., the End User dials 0 with no additional digits, to the Customer designated by the End User.

The operator answers the End User 0- dialed call and determines that the End User wants to place an interLATA call. Initially, the operator will direct the End User to dial the Customer on a 0+ or 1+ basis. If the End User insists that the operator complete the call:

If the End User identifies a Customer who subscribes to Operator Transfer Service, the operator will transfer the call to the identified Customer.

If the End User has no preference or the identified Customer does not subscribe to Operator Transfer Service, the End User will be asked to select from a list of Customers who subscribe to Operator Transfer Service. The operator will transfer the call to the identified Customer.

The list of available Operator Transfer Service Customers will be updated monthly. The order in which Customers will be read to End Users will be initially determined by lottery. For each subsequent monthly update, following the initial order selection, the Customer in the first position on the list will be moved to the last position on the list. All other Customers on the list will be moved up one position, e.g., 3rd to 2nd, 2nd to 1st, etc. New Operator Transfer Service Customers will be placed at the bottom of the list of Customers pending the next monthly update.

All rates and charges normally applicable to Feature Group D, i.e., nonrecurring, monthly recurring, and usage sensitive, apply to Operator Transfer Service.

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Schedule 7: Signal Transfer Point Access

Signal Transfer Point (STP) Access provides interconnection to the Company Common Channel Signaling (CCS) network using a Dedicated Network Access Link (DNAL) and a dedicated Signal Transfer Point (STP) port. The DNAL provides the connection from the Customer designated premises to the Company STP.

The STP provides screening and routing. It uses the American National Standards Institute (ANSI) Signaling System 7 (SS7) protocol as specified in AM-TR-OAT-000069 to interact with Signaling Points (SPs), Service Switching Points (SSPs) and other STPs.

The CCS network is a digital data network carrying signaling information which interfaces with the voice/data network in order to ensure network availability and reliability, STPs are deployed in geographically dispersed mated pairs. The STP Access requires interconnection to port(s) of both STPs of the mated pair.

The CCS network uses the SS7 protocol, a protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the ANSI for signaling functions such as routing, establishing connections, providing billing information, validating calling cards and other services. Agreements may be required for passing optional pieces of the SS7 protocol.

STP Access can be used in conjunction with Feature Group D service, LIDB Access Service, 800/888 Carrier-ID-Only and/or for call set up between two Customer controlled intraSTP ports.

A Port Charge applies for each port established. An Originating Point Code (OPQ) charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A Global Title Address (GTA) Translation charge applies for each service or application (excluding LIDB Access Service and 800/888 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

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1.0 RATE DESCRIPTIONS

Schedule 8: Number Portability

1. General

Number Portability allows an End User who switches from the Company's local exchange service to that of another certified local exchange carrier to retain the use of their existing Company assigned telephone number, provided the Customer remains at the same location.

Number Portability utilizes a telephone number and electronic switching facilities to automatically forward all incoming calls to the Company assigned telephone number to the terminating telephone number assigned by another certified local exchange carrier.

All other access, local and toll rates and charges for all services ordered by the Customer, as set forth in other sections of this tariff and the Company's local exchange and federal access tariffs, continue to apply.

2. Regulations

- (A) Number Portability is offered where facilities permit.
- (B) The Customer is required to provide sufficient terminating facilities and service at the terminating end of a forwarded call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of the Company or any of its end users.

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1.0 RATE DESCRIPTIONS

Schedule 8: Number Portability, (Contd.)

2. Regulations, (cont'd.)

- (C) End to end transmission characteristics may vary depending on the distance and routing necessary to complete calls over facilities and the fact that another carrier is involved in provisioning of service.

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1.0 RATE DESCRIPTIONS

Schedule 9: Local Interconnection Service

1. General

Until directed by the Pa. P.U.C., or until the Company and the interconnecting Local Exchange Carrier come to a mutual agreement to implement this service - whichever comes first - local interconnection will be paid "in kind", an arrangement known as Bill and Keep. The provisions contained in this rate schedule do not apply to Bill and Keep arrangements.

Local Interconnection Service is an offering providing access to the Company's end office switches in the terminating direction only, for use by authorized providers of local exchange telephone service for the completion of local exchange and toll calls that originate and terminate in the Commonwealth of Pennsylvania. Local Interconnection Service must be provided to a Point of Interface (POI) which will be established by the Company and the Customer at a location within the Commonwealth of Pennsylvania and in the same LATA as the Company end office at which the local exchange call will terminate.

2. Regulations

- (A) The Company may request an annual audit of the authorized local exchange provider billings for Local Interconnection Services (calls originating from the Company's end user to the authorized local exchange provider's end user). The audit requirement is needed to ensure accurate billing of non-local exchange calls.
- (B) Where jurisdiction can be determined, the Company will bill the Customer usage charges based on call detail. To the extent that the Company is unable to determine jurisdiction, the Customer shall provide the percent of intraLATA usage that is Toll. Such a percentage will be provided for each trunk group to each POI. The remainder of the usage for each trunk group will be determined to be local usage. See Rule No.17 for Jurisdictional Reports.

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1.0 RATE DESCRIPTIONS

Schedule 9: **Local Interconnection Service**, (Cont'd.)

2. Regulations, (cont'd.)

- (C) The Customer shall be responsible for all costs associated with delivery terminating traffic to the Company's POI.
- (D) Local Interconnection Service is only available to those authorized local exchange carriers that offer reciprocal arrangements to the Company under comparable rates, terms and conditions.
- (E) Individual Case Basis (ICB) arrangements may be negotiated for Local Interconnection Service. Such arrangements are subject to Pa. P.U.C. approval and must provide reciprocal arrangements for the Company's termination of intraLATA traffic comparable rates, terms and conditions.

3. Rates

Local Interconnection Service consists of the following rate categories

- (A) Terminating Usage - applied on a per minute-of-use basis for the completion of calls from an authorized local exchange provider end user to a Company end user.

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1.0 RATE DESCRIPTIONS

Schedule 10: Presubscription

1. General

Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Tariff. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IC, for any additional change in selection, a nonrecurring charge as specified below applies.

2. Regulations

At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the Customer may choose either of the following options.

Designate an IC as a PIC and dial 10XXX or 101XXX to reach other ICs.

Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 101XXXX for all calls to all ICs.

Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth below applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service and applies only for selection of an IC which provides only intrastate service.

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1.0 RATE DESCRIPTIONS

Special Conditions Applicable to All Rate Schedules

1. Application of Rates

The regulations set forth in this section govern the application of rates contained in the Rate Schedules of this tariff. Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

(A) Charges based on Duration of Use

Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes.

For originating calls over Feature Group B or D, usage measurement begins when the originating Feature Group B or D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group B or D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized by the switch.

For terminating calls over Feature Group B or D, the measurement of access minutes begins when the terminating Feature Group B or D switch receives answer supervision from the terminating end user's end office indicating the terminating end user has answered.

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1.0 RATE DESCRIPTIONS

Special Conditions Applicable to All Rate Schedules, (cont'd.)

1. Application of Rates, (cont'd.)

(A) Charges based on Duration of Use, (cont'd.)

The measurement of terminating call usage over Feature Group B or D ends when the terminating Feature Group B or D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

(B) Rates Based on Distance

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

Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the National Exchange Carrier Association, Inc. Tariff No. 4 is revised to include certain Company wire centers, the airline distance should be determined utilizing "V" (vertical) and "H" (horizontal) coordinates.

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1.0 RATE DESCRIPTIONS

Special Conditions Applicable to All Rate Schedules, (cont'd.)

2. Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

(A) Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

(B) On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee of \$50.00.

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2.0 RULES

No. 1 Definitions

ACCESS CODE - Denotes a uniform code assigned to the Company. The code has the form 10XXX or 1010XXXX for direct access; XXX-XXXX for calling card access.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CABS - Carrier Access Billing system

CARRIER - An entity which provides telecommunications services to the public for hire.

CBS - Used throughout this tariff to refer to Computer Business Sciences, Inc.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

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2.0 RULES (cont'd)

No. 1 Definitions (cont'd)

CLC - Competitive Local Carrier. A common carrier that was issued a Certificate of Public Convenience and Necessity after July 24, 1995 to provide telecommunications within a specific geographic area.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY - Computer Business Sciences, Inc. ("CBS" or "the Company")

CUSTOMER - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this tariff, including Interexchange Carriers, Local Exchange Carriers, Competitive Local Carriers and End Users.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DATE OF PRESENTATION - The postmark date on the billing envelope.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes.

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2.0 RULES (cont'd)

No. 1 Definitions (cont'd)

ENTRY SWITCH - First point of switching.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with, the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

FIRM ORDER CONFIRMATION - The date the Company confirms an order and due date for service to be provided to the Customer.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

INTEREXCHANGE CARRIER (IC) - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

INTERSTATE COMMUNICATIONS - Any communications that crosses over a state boundary. Interstate Communications includes interstate and international communications.

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2.0 RULES (cont'd)

No. 1 Definitions (cont'd)

INTRASTATE COMMUNICATIONS - Any communications which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

ITORP - IntraLATA Toll Originating Responsibility Plan

IXC - Interexchange Carrier

LEC - Local Exchange Carrier

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established pursuant the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4. More simply, local transport is the voice frequency transmission path from the end user's end office to the IXC's premises or point of presence.

LOCAL CALLING AREA - The Company's local calling areas for basic service rates mirror the local calling areas described in the dominant local exchange carrier's tariff for that region. Pacific Telesis' local calling area/zone descriptions can be found in Pacific Bell's CAL. P.U.C. No. A5, Section 5.2.1. GTE's local calling area/zone descriptions can be found in GTEC CAL. P.U.C. No. A28, Section III-B.

LOCAL EXCHANGE CALL - A telephonic communication that originates and terminates within a single "exchange area" or "local calling area" as defined in the approved tariffs of the originating company.

MESSAGE - A Message is a Call as defined above.

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2.0 RULES (cont'd)

No. 1 Definitions (cont'd)

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SPECIAL ACCESS CHARGES – Charges that local exchange companies (LECs) bill either *interexchange carriers (IXCs) or other LECs, for the use of their facilities in order to complete toll calls by end-users.*

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

SWITCHED ACCESS CHARGES – Charges that local exchange companies (LECs) bill either *interexchange carriers (IXCs) or other LECs, for the use of their facilities in order to complete toll calls by end-users.*

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2.0 RULES (cont'd)

No. 1 Definitions (cont'd)

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from an IC's premises to an End User premises.

TOLL CALL - A telephonic communication that originates and terminates within the same LATA and is outside the jurisdiction of a Local Exchange Call.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

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2.0 RULES (Cont'd.)

No. 2 Description of Switched Access Service

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical or optical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided and to terminate calls to the End User's premises from a Customer's premises.

Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

There are two rate categories which apply to Switched Access Service, (see rate schedules of this tariff):

Local Switching
Local Transport

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2.0 RULES (Cont'd.)

No. 3 Application for Service

Service is installed by arrangement between Computer Business Sciences, Inc. and the Customer. Switched Access may be in either the originating or terminating direction, or both.

(A) Customers desiring to obtain Service must complete a Service application provided by Company (Access Service Request).

(B) Cancellation of Application for Service:

Where the Customer or applicant cancels an application for service prior to the receipt of firm order confirmation (FOC), or prior to the start of special construction, no charge applies.

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.

(C) Cancellation of Service:

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

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2.0 RULES (Cont'd.)

No. 3 Application for Service, (cont'd.)

(D) Termination Liability:

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:

- 1) 20 % of the balance of the total billing payable during the life of the term, or
- 2) the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

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2.0 RULES (Cont'd.)

No. 4 Contracts

Contracts will only be used in special circumstances for Individual Case Basis ("ICB") service offerings. Customer and Company can enter into a contract for Switched Access service. *The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company.* Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer. ICBs will be filed in accordance with G.O. 96-A.

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2.0 RULES (Cont'd.)

No. 5 Establishment and Re-establishment of Credit

Computer Business Sciences, Inc. may require Customers or potential customers to provide information pertaining to their financial ability to pay for service. Computer Business Sciences, Inc. may deny service to Customers who do not provide the requested information or who fail to meet CBS's financial criteria. If service was discontinued for non-payment of charges, CBS may request additional information from the Customer and reserves the right to collect an advance payment and/or deposit prior to re-establishing service.

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2.0 RULES (Cont'd.)

No. 6 Advance Payments. Deposits. and Guarantors

(A) Advance Payments

At the time an application for service is made, an applicant may be required to pay an amount equal to one month's service charges and/or the service connection and/or equipment charges which may be applicable as well as any nonrecurring charges for any required special construction. The amount of the first month's service is credited to the Customer's account on the first bill rendered.

(B) Deposits

1. Requirement: The Company may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.
2. Nondiscrimination: Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.

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2.0 RULES (Cont'd.)

No. 6 Advance Payments, Deposits, and Guarantors, (cont'd.)

(B) Deposits, (cont'd.)

3. Amount: The amount of the deposit shall not exceed twice the estimated average monthly bill for the class of service for which the deposit is to be applied. Interest on deposits will be set at the 3-month commercial paper rate published by the Federal Reserve Board, except no interest will be paid if the Customer has received a minimum of two discontinuance of service notices in a 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered.
4. Refund upon Discontinuance: Upon discontinuance or termination of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to the Customer within 30 days of rendition of the final bill, and will include any interest on the deposit as set forth above.
5. Refund after Satisfactory Payment: After prompt and timely payment of all charges for 12 consecutive billing periods, within 30 days, the Company will refund the deposit to the Customer. The refund will include interest at the rate set forth above. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account.
6. Deposit Receipt: See Rule 5.

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2.0 RULES (Cont'd.)

No. 6 Advance Payments, Deposits, and Guarantors, (cont'd.)

(B) Deposits, (cont'd.)

7. Deposits shall not be required if the applicant: (cont'd.)

- a. Provides a satisfactory credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, Customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
- b. A co-signer or guarantor may be used providing the co-signer or guarantor has acceptable credit history with the Company or another acceptable local exchange carrier.
- c. The Company cannot refuse a deposit to establish credit for service. However, it may request that the deposit be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit, etc.).

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2.0 RULES (Cont'd.)

No. 7 Notices and Communications

- (A) Notice by the Company: Unless otherwise provided by these Rules, any notice by the Company to the Customer or by the Customer's authorized representative will be given in writing either by facsimile to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the authorized representative's last known address. The Company may provide verbal notice to a Customer or to an authorized representative thereof only in emergencies, where a delay may result in impaired service or a hazard to a Customer. All 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 of the placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, which ever occurs first.
- (B) Notice by the Company Regarding Change in Ownership
- The Company will notify Customers in writing of a change in ownership or identity of a Customer's service provider on the Customer's next monthly billing cycle.
- (C) Notice by Customer: Unless otherwise provided by these Rules, any notice by the Customer or its authorized representative may be given verbally to the Company at the Company's business office or by written notice mailed to the Company's business office.
- (D) 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 notice set forth herein.

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2.0 RULES (Cont'd.)

No. 8 Rendering and Payment of Bills

- (A) ITORP – In the instance when two LECs are involved in the original and termination of a toll call, a settlement process called ITORP is utilized. ITORP stands for IntraLATA Toll Originating Responsibility Plan. ITORP utilizes the principle of “Bill and Keep” where the LEC that serves the customer that originates a toll call bills the customer for that toll call and keeps the revenue paid by the customer for that call. The originating LEC then settles with the terminating LEC under the ITORP process to compensate the terminating LEC for the use of its facilities.
- (B) Intrastate Access Charges (InterLATA) – The system that the Company uses to bill interLATA access charges is the Carrier Access Billing System (CABS). With this billing system the originating LEC bills the IXC the appropriate access charges for the origination of that toll call and the terminating LEC bills the same IXC the appropriate access charges for the termination of that toll call.
- (C) The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer. Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. The Company will prorate monthly recurring charges based on a 30 day month.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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2.0 RULES (Cont'd.)

No. 8 Rendering and Payment of Bills, (contd.)

- (E) Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- (F) Customer payments are considered prompt when received by the Company or its agent by the due date on the bill. The due date is 30 days after the bill is rendered and is designated by the due date on the Customer's bill to timely pay the charges stated. The Company will credit payments within 24 hours of receipt.
- (G) Customers have up to 90 days (commenced 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- (H) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
 - (a) a rate of 1.5 percent per month; or
 - (b) the highest interest rate which may be applied under state law for commercial transactions.

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2.0 RULES (Cont'd.)

No. 8 Rendering and Payment of Bills, (cont'd.)

- (I) The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated, excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of services offered under the terms of this tariff.
- (J) A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, with the following exceptions: collect calls, credit card calls, third party billed calls, "error file" (calls which cannot be billed due to the unavailability of complete billing information to the Company). An additional exception for backbilling is permitted for a period of one and one-half years in cases involving toll fraud.
- (1) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

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2.0 RULES (Cont'd.)

No. 9 Disputed Bill Procedure

In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:

- I The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.
2. The undisputed portion of the bill and subsequent bills, other than the disputed amount, must be paid by the "Due by" date shown on the bill. If the undisputed portion of the bill and subsequent bills become delinquent as described in Rule No. 7, the service may be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.

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2.0 RULES (Cont'd.)

No. 10 Discontinuance and Restoration of Service

(A) Discontinuance by Customer

1. A Customer may have service discontinued by providing thirty days written notice to the Company. Customers remain responsible for payment of all bills for services furnished.
2. If a Customer cancels his or her order for service before the service begins, a \$50.00 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. However, no charge will be levied if a Customer cancels his or her service within three (3) days of placing the order.

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2.0 RULES (Cont'd.)

No. 10 Discontinuance and Restoration of Service, (cont'd.)

(B) Discontinuance with Cause:

1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
2. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
3. 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, the Company, by notice to the Customer may discontinue or suspend service without incurring any liability.
4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
6. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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2.0 RULES (Cont'd.)

No. 10 Discontinuance and Restoration of Service, (cont'd.)

(B) Discontinuance with Cause: (cont'd.)

7. When the Customer neglects or refuses to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company, service may be discontinued after 7 days written notice if access is not provided within the 7 day notice period.
8. Service may be discontinued without notice if the Customer uses the equipment or network provided by the Company in such a manner as to adversely affect the Company's equipment or the Company's service to others.
9. Upon the Company's discontinuance of service to the Customer under paragraph 1 or 2 above, the Company, 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, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

(C) Restoration of Service

The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a fifty dollar (\$50.00) charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete installation/connection fee will apply.

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2.0 RULES (Cont'd.)

No. 10 Discontinuance and Restoration of Service, (cont'd.)

(C) Restoration of Service (cont'd)

The Company reserves the right to refuse to re-establish service to the Customer for whom service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.

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2.0 RULES (Cont'd.)

No. 11 Temporary Service

From time to time, Computer Business Sciences, Inc. may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Calls placed by Customers on such temporary service will be subject to the rates and regulations provided in this tariff.

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2.0 RULES (Cont'd.)

No. 12 Continuity of Service

(A) Allowances for Interruptions in Service

Credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by Customer, are subject to the general liability provisions set forth in Rule 15, herein. It shall be the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, not within his control, or is not in wiring or equipment connected to the terminal of Company.

(B) Credit for Interruptions

1. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
2. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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2.0 RULES (Cont'd.)

No. 12 Continuity of Service, (cont'd.)

(B) Credit for Interruptions

3. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruption of 24 hours or less	Interruption Period <u>to be Credited</u>
Less than 30 minutes	none
30 minutes up to, but not including 3 hours	1/10 day
3 hours up to, but not including 6 hours	1/5 day
6 hours up to, but not including 9 hours	2/5 day
9 hours up to, but not including 12 hours	3/5 day
12 hours up to, but not including 15 hours	4/5 day
15 hours up to, but not including 24 hours	One day

Two or more interruptions of 15 minutes or more during any one 24hour period shall be considered as one interruption.

Interruption over 24 hours and less than 72 hours:

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any 24 hour period.

Interruption over 72 hours:

Interruptions over 72 hours will be credited 2 days for each full 24 hour period. No more than 30 days credit will be allowed for any one month period.

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2.0 RULES (Contd.)

No. 12 Continuity of Service, (cont'd.)

(D) Limitations on Allowances

No credit allowance will be made for:

1. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
2. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. Interruptions due to the failure or malfunction of non-Company equipment;
4. Interruptions of service during a 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;
5. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
6. 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; or
7. Interruption of service due to circumstances or causes beyond the control of the Company.

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2.0 RULES (Contd.)

No. 12 Continuity of Service, (cont'd.)

(D) Limitations on Allowances (cont'd)

8. Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

(E) Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or Customers' service.

- (F) The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

(G) Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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2.0 RULES (Cont'd.)

No. 13 Service Connections and Facilities on Customers' Premises

- (A) Service furnished by Computer Business Sciences, Inc. may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the carrier. Service furnished by Computer Business Sciences, Inc. is not part of a joint undertaking with such carriers.
- (B) Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer-provided terminal equipment or communications systems with carrier's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.
- (C) Carrier's facilities and service may be used with or terminated in Customer-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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2.0 RULES (Cont'd.)

No. 14 Liability

- (A) The liability of the Company for its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, is limited to the lesser of \$500 or the actual damages or injury sustained, which in the event of any failure of service shall be deemed to be 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company. In addition, Customer credits for interrupted service will be issued, where applicable, in accordance with the provisions of Rule 14 herein.
- (B) In no event will Company be responsible for consequential damages or lost profits suffered by Customer on account of interrupted or unsatisfactory service unless Company is found to have been willfully negligent.
- (C) The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

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2.0 RULES (Cont'd.)

No. 14 Liability (cont'd)

- (D) The Company shall be indemnified and held harmless by the Customer against:
- a. Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Company's facilities; and
 - b. *Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer;* and
 - c. All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.
- (E) The Company will make no refund of overpayments by a Customer unless the claim for such overpayment together with proper evidence is submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.

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2.0 RULES (Cont'd.)

No. 15 Limitations of Service

- (A) Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- (B) The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- (C) The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- (D) The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- (E) The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.
- (F) No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

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2.0 RULES (Cont'd.)

No. 16 Use of Service

- (A) Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- (B) The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- (C) Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- (D) Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- (E) Use and Ownership of Equipment

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

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2.0 RULES (Cont'd.)

No. 17 Responsibilities of the Customer

The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) for assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customer's telephone lines.

The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.

The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.

The Customer shall be responsible for all calls placed by or through Customer is equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

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2.0 RULES (Cont'd.)

No. 17 Responsibilities of the Customer, (cont'd.)

(A) Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

1. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in paragraph E below. Charges will be apportioned in accordance with those reports.

2. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls may be implemented at the Company option to ensure acceptable service levels

(B) On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

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2.0 RULES (Cont'd.)

No. 17 Responsibilities of the Customer, (cont'd.)

(C) Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

(D) Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in plan the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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2.0 RULES (Cont'd.)

No. 17 Responsibilities of the Customer, (cont'd.) :

(E) Jurisdictional Reports

1. For Feature Group B Switched Access Service(s) for both interstate and intrastate use, the projected interstate percentage of use must be provided by the Customer in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage of use from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use. When a Customer orders feature Group B Switched Access Service, the Customer shall state, in its order, the projected Percent Interstate Usage (PIU) factor for Feature Group B Switched Access Service group ordered.

For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured, by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

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2.0 RULES (Contd.)

No. 17 Responsibilities of the Customer, (cont'd.)

(E) Jurisdictional Reports, (cont'd.)

1. (cont'd.)

Should the Customer not supply a terminating PIU factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction of the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth below.

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 ($100 - \text{projected interstate percentage} = \text{intrastate percentage}$) as the projected intrastate percentage of use.

2. For the purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.
3. These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

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2.0 RULES (Cont'd.)

No. 17 Responsibilities of the Customer, (cont'd.)

(E) Jurisdictional Reports, (cont'd.)

4. The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes, (i.e., number access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in this tariff.

5. Effective on the first day of each quarter of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of each quarter, for each service arranged for interstate and intrastate use. Except as set forth above where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth above.

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2.0 RULES (Cont'd.)

No. 17 Responsibilities of the Customer, (cont'd.)

(E) Jurisdictional Reports, (cont'd.)

6. The Customer reported projected interstate percentage of use as set forth above will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth above. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.
7. The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.
8. The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

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2.0 RULES (Cont'd.)

No. 17 Responsibilities of the Customer, (cont'd.)

(E) Jurisdictional Reports, (cont'd.)

3. No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.
4. The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.
5. For the purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.
6. Whole number percentages will be used by the Company to apportion the use, rates and/or nonrecurring charges between interstate and intrastate.

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2.0 RULES (Cont'd.)

No. 17 Responsibilities of the Customer, (cont'd.)

(F) Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth above will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

1. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
2. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

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2.0 RULES (Cont'd.)

No. 18 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows:

- (A) For Feature Group B and/or D Switched Access Service, when service is jointly provided by more than one Exchange Telephone Company, the Customer must supply a copy of the order to each Exchange Telephone Company involved in providing the service.

Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff. The rate for the Transport elements will be determined as set forth below. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

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2.0 RULES (Cont'd.)

No. 18 Meet Point Billing, (cont'd.)

(B) The charge for the Local Transport Facility and Termination rate elements for services provided as set forth above are determined as follows:

1. Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport Facility, as defined below. Determine the airline mileage for the Local Transport Facility charge using the V&H method as set forth in this tariff.
2. For Feature Groups B or D Switched Access Service, the Local Transport Facility and Termination charges are determined by using the steps set forth in (a) through (c) below for the total Local Transport-Common Switched Transport charges.

(a) Multiply:

The number of access minutes by the number of airline miles as determined in (1) preceding by the Company's appropriate Local Transport Facility per mile per access minute rate by the Company's billing percentage factor.

(b) Multiply:

The number of access minutes by the Company's appropriate Local Transport Termination per minute rate. The resulting amount is the Company's total Local Transport Termination charge.

(c) Add:

The products of (a) and (b) for the Company's total Local Transport-Common Switched Transport charges.

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2.0 RULES (Cont'd.)

No. 18 Meet Point Billing, (cont'd.)

- (C) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in National Exchange Carrier Association, Inc. Tariff FCC No. 4, except as noted in (D) below.
- (D) Until the National Exchange Carrier Association, Inc. Tariff FCC No. 4 is revised to include the following meet points, the applicable billing percentage factors for Feature Group B or D Switched Access Service traffic between certain Company end offices and Pacific Bell Telephone Company, Inc. offices as set forth in Computer Business Sciences, Inc. International Tariff FCC No. 2.
- (E) Should any changes be made to the meet point billing arrangements as set forth in (A) preceding, the Company will give affected Customers 30 days' notice.
- (F) Should the Company act as an intermediate, non-terminating local exchange carrier, Local Transport Termination rates, as determined in (B) preceding, will not be applied to the meet point billing arrangement.

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3.0 SWITCHED ACCESS SERVICE RATES & CHARGES

No. 1	<u>Access Connections</u> (Cont'd)	<u>USOC</u>
	(A) <u>Interface Group Service</u> (Cont'd)	
	Interface Groups: (Cont'd)	
	Group 7, DS1C level path with Bit Stream signaling	TPP7X
	Group 8, DS2 level path with Bit Stream signaling	TPP8X
	Group 9, DS3 level path with Bit Stream signaling	TPP9X
	Group 10, DS4 level path with Bit Stream signaling	TPPAX
	(B) <u>Interface Group Nonchargeable</u> <u>Optional Features</u>	<u>FID</u>
	(1) <u>Supervisory Signaling</u>	
	DX Supervisory Signaling arrangement - Per Transmission Path*	NCI ++DX+
	SF Supervisory Signaling arrangement - Per Transmission Path**	NCI ++SF+
	E&M Type I Supervisory Signaling arrangement - Per Transmission Path*	NCI ++EA+
	E&M Type II Supervisory Signaling arrangement - Per Transmission Path*	NCI ++EB+

* Available with Interface Groups 1 and 2.

** Available with Interface Groups 2 and 6 through 10.

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3.0 SWITCHED ACCESS SERVICE RATES & CHARGES

No. 1 Access Connections (Cont'd)

(B) Interface Group Nonchargeable Optional Features (Cont'd)

FID

(1) Supervisory Signaling (Cont'd)

E&M Type III Supervisory
Signaling arrangement
- Per Transmission Path*

NCI TTECT

Tandem Supervisory
Signaling arrangement
- Per Transmission Path**

NCI TTEXT

(2) Customer-Specified Entry Switch
Receive Level

Customer specification of the receive
transmission level at the first
point of switching within a range
acceptable to the Telephone Company
- Per Transmission Path***

TLV

* Available with Interface Group 2 for Trunkside BSA-101XXXX Option and FGD.

** Available with Interface Group 2 for Lineside BSA and FGA.

*** Available with Interface Groups 2 through 10 for Lineside BSA, Trunkside BSA-950 Option and FGA and FGB.

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3.0 SWITCHED ACCESS SERVICE RATES & CHARGES

No. 2 Switched Transport*

(A)	<u>Entrance Facilities</u> <u>Voice Grade</u>	<u>Monthly Rate</u>	<u>Nonrecurring</u>		
			<u>Initial</u>	<u>Additional</u>	
	2 - Wire				
	Cell1	\$21.92	\$795.00	270.00	
	Cell2	31.12	795.00	270.00	
	Cell3	38.22	795.00	270.00	
	Cell4	43.12	795.00	270.00	
	4 - Wire				
	Cell1	\$35.00	\$795.00	270.00	
	Cell2	36.62	795.00	270.00	
	Cell3	49.12	795.00	270.00	
	Cell4	57.57	795.00	270.00	
	DS1				
	Cell1	\$210.00	\$930.00	\$ 300.00	
	Cell2	225.00	930.00	300.00	
	Cell3	240.00	930.00	300.00	
	Cell4	270.00	930.00	300.00	
	per Rearrangement		290.00	145.00	
	DS3-Electrical Interface	3,130.00	1,800.00	1,800.00	
	-Optical Interface	2,980.00	1,800.00	1,800.00	
	(B) <u>Tandem-Switched Transport</u>		<u>Per MOU</u>		
			<u>Fixed</u>	<u>Per Mile</u>	
	Tandem Switching, Per MOU		\$.000983		
	Tandem Transport		\$.000195	\$.000045	
	(C) <u>Direct-Trunked Transport</u>		<u>Per Month</u>		
			<u>Fixed</u>	<u>Per Mile</u>	<u>USOC</u>
	(1) Voice Grade \$	16.00	\$ 2.50		1YTXS
	(2) DS1	75.00	25.00		1YTXS
	(3) DS3				
	- Optical	900.00	180.00		1YTXS
	- Electrical	900.00	180.00		1YTXS

* Flexibly Priced

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 VP-Regulatory & Compliance
 80-02 Kew Gardens Road, Suite 5000
 Kew Gardens, NY 11415

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ACCESS SERVICE

3.0 SWITCHED ACCESS SERVICE RATES & CHARGES

No. 2 Switched Transport* (Cont'd)

(D) Multiplexing

	<u>Nonrecurring Charge</u>	<u>Per Month</u>	<u>USOC</u>
- Entrance Facility, per arrangement			
DS1 to Voice Grade	\$435.00	\$118.00	MKW1X
DS3 to DS1	555.00	500.00	MKW3X
- Direct Trunked Transport, per arrangement			
DS1 to Voice Grade	435.00	118.00	M6W1X
DS3 to DS1	555.00	500.00	M6W3X

(E) Shared Network Arrangement

- Processing Charge per Service Order	40.00		SRNXX
---------------------------------------	-------	--	-------

(F) Switched Access Connection Charge

- per Line or Trunk	20.00		TPP++
---------------------	-------	--	-------

(G) Service Order Charge

- per Service Order	110.00		NRBLE
---------------------	--------	--	-------

(H) Per Remote Trunk Group

- per occurrence	300.00		NRBTC
------------------	--------	--	-------

(I) Common Channel Signaling Access Service

	<u>Rate</u>
(1) STP Access Mileage	
- Per month, per mile	\$ 4.00
(2) STP Port Termination	
- Per month, per port	932.58

*Flexibly Priced.

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3.0 SWITCHED ACCESS SERVICE RATES & CHARGES

No. 2 Switched Transport (Cont'd)

(J) Toll Free Data Base Access Service

(available with Feature Group D equipped with
out of band signaling)

	<u>USOC</u>	<u>RATE</u>
Basic Query Charge		
- Per Query	800DB	\$.003089

Toll Free Data Base Vertical Feature Package (VFP)

(available with Toll Free Data Base Basic Access Service)

	<u>USOC</u>	<u>RATE</u>
VFP Charge		
- Per Query	800VP	\$.000327

(K) Alternate Serving Wire Center

	<u>Monthly</u>
per point of termination	
DS1	\$ 25.00
DS3 (Optical or Electrical)	250.00

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3.0 SWITCHED ACCESS SERVICE RATES & CHARGES

No. 3 Local Switching

	<u>Rates Per Access Minute</u>	
	<u>Originating Access Minutes</u>	<u>Terminating Access Minutes</u>
(A) <u>MTS</u>		
Lineside BSA	\$.014969	.
Feature Group A	\$.015630	\$.026716
Trunkside BSA-950 Option	\$.015501	
Feature Group B	.015630	.014175
Trunkside BSA 101XXXX Option	\$.018091	
Feature Group D	.014175	.014175
(B) <u>WATS</u>	.017182	*
(C) <u>Toll Free/900</u>	*	.017182
(D) <u>Switched 56 Kilobit Service</u> **		
- Per minute of use	\$.14	

* Rated as MTS minutes of use.

** The Switched 56 Kilobit Service minute-of-use charge applies in addition to the appropriate Trunkside BSA-101XXXX Option or FGD access charges.

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3.0 SWITCHED ACCESS SERVICE RATES & CHARGES

No. 3 Local Switching ** (Cont'd)

(E) Common Switching Optional Features and BSEs

	<u>FID/USOC</u>	<u>Rate</u>	<u>Nonrecurring Charge</u>
Call Denial on Line or Hunt Group (available with Lineside BSA and FGA)			
- Per Transmission Path or Transmission Path Group	CAD	None	None
Service Code Denial on Line or Hunt Group (available with Lineside BSA and FGA)			
- Per Transmission Path or Transmission Path Group	SCD	None	None
Hunt Group Arrangement (available with Lineside BSA and FGA)			
- Per Transmission Path Group	HML/HTG	None	None
Hunting Service Arrangements BSE (available with Lineside BSA)			
- Per Line, Per Month	HSHPG	\$0.12 (I)	\$31.00* (I)
Hunting Service Arrangements: Circular BSE (available with Lineside BSA)			
- Per Line, Per Month	HSCH	0.12 (I)	1.00* (I)
Hunting Service Arrangements: Preferred BSE (available with Lineside BSA)			
- Per Line, Per Month	HSHP	0.12 (I)	31.00* (I)

* This charge applies to subsequent activity only.

** Flexibly Priced.

(I) Indicates increase.

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3.0 SWITCHED ACCESS SERVICE RATES & CHARGES

No. 3 Local Switching ** (Cont'd)

(E) Common Switching Optional Features and BSEs (Cont'd)

	<u>FID/USOC</u>	<u>Rate</u>	<u>Nonrecurring Charge</u>
Uniform Call Distribution Arrangement (available with FGA) - Per Transmission Path Group	HTYUD	None	None
Uniform Call Distribution BSE (available with Lineside BSA) - Per Line, Per Month	EH7PG	\$1.70	\$46.00*
Nonhunting Number for use with Hunt Group Arrangement or Uniform Call Distribution Arrangement (available with FGA) - Per Transmission Path	NHN	None	None
Automatic Number Identification (available with FGB and FGD) - Per Transmission Path Group	ANI	None	None
Automatic Number Identification BSE (available with Trunkside BSA-950 Option and Trunkside BSA-101XXXX Option) - Per Call	ANI	\$.0004	\$67.50*
Up to 7 Digit Outpulsing of Access Digits to customer (available with Trunkside BSA-950 Option and FGB) - Per Transmission Path Group	USDO	None	None

* This charge applies to subsequent activity only.
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3.0 SWITCHED ACCESS SERVICE RATES & CHARGES

No. 3 Local Switching ** (Cont'd)

(E) Common Switching Optional Features and BSEs (Cont'd)

	<u>FID/USOC</u>	<u>Rate</u>	<u>Nonrecurring Charge</u>
Service Class Routing (available with Trunkside BSA-101XXXX Option and FGD) - Per Transmission Path Group	SCRT	None	None
Alternate Traffic Routing (available with Trunkside BSA-950 Option, Trunkside BSA 101XXXX Option, FGB and FGD) - Per Transmission Path Group	ARTG	ICB	ICB
Trunk Access Limitation Arrangement (available with Trunkside BSA 101XXXX Option and FGD) - Per End Office	CHOK	None	None
Toll Billing Exception - Per Transmission Path	TBEA	None	None

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ACCESS SERVICE

3.0 SWITCHED ACCESS SERVICE RATES & CHARGES

No. 3 Local Switching (Cont'd)

(E) Common Switching Optional Features and BSEs (Cont'd)

	<u>FID/USOC</u>	<u>Rate</u>	<u>Nonrecurring Charge</u>
Call Gapping Arrangement (available with Trunkside BSA-101XXXX Option and FGD) - Per End Office	CGAP	None	None
International Carrier Option (available with Trunkside BSA-101XXXX Option and FGD) - Per End Office and Access Tandem	INCO	None	None
Code Screening for use with WATS Service (available with Lineside BSA, Trunkside BSA-950 Option, Trunkside BSA 101XXXX Option and FGs A, B and D) - Per WATS Access Connection	BAND	None	None
Hunt Group Arrangement for use with WATS Service (available with Lineside BSA, Trunkside BSA-950 option, Trunkside BSA 101XXXX Option and FGs A, B and D) - Per WATS Service Group	HML/HTG	None	None
Uniform Call Distribution Arrangement for use with WATS Service (available with Lineside BSA, Trunkside BSA-950 Option, Trunkside BSA-101XXXX Option and FGs A, B and D) - Per WATS Service Group	HTY UD	None	None

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ACCESS SERVICE

3.0 SWITCHED ACCESS SERVICE RATES & CHARGES

No. 3 Local Switching (Cont'd)

(E) Common Switching Optional Features and BSEs (Cont'd)

	<u>FID/USOC</u>	<u>Rate</u>	<u>Nonrecurring Charge</u>
Nonhunting Number for use with Hunt Group Arrangement or Uniform Call Distribution Arrangement for use with WATS Service (available with Lineside BSA, Trunkside BSA-950 Option, Trunkside BSA-101XXXX Option and FGs A, B and D) - Per WATS Service Group	NHN	None	None
Non-Hunt Directory Numbers (BSE) (available with Lineside BSA) - Per Group, Per Month	HSGPN	\$0.05	\$24.00*
Answer Supervision with a Lineside Interface (ESE) (available with Lineside BSA) - Per Line, Per Month	USW1X	1.50	31.00
Three-Way Call Transfer (ESE) (available with Lineside BSA) - Per Line, Per Month	E03	4.50	30.00
Make Busy Arrangement (BSE) (available with Lineside BSA) - Per Group, Per Month	DXV	3.00	43.00

* This charge applies to subsequent activity only.

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No. 3 Local Switching (Cont'd)

(E) Common Switching Optional Features and BSEs (Cont'd)

	<u>FID/USOC</u>	<u>Rate</u>	<u>Nonrecurring Charge</u>
Charge Number (CN) (available with Trunkside BSA- 101XXXX Option and FGD equipped with out of band signaling) - Per End Office, Per Trunk Group* (**)	CP3CN	None	None
Calling Party Number (CPN) (available with Trunkside BSA-101XXXX Option and FGD equipped with out of band signaling) - Per End Office, Per Trunk Group*	CF3CP	None	None
Carrier Selection Parameter (CSP)** (available with Trunkside BSA-101XXXX Option and FGD equipped with out of band signaling) - Per End Office, Per Trunk Group*	CF3CS	None	None
Access Transport Parameter (available with Trunkside BSA-101XXXX Option and FGD equipped with out of band signaling) - Per End Office, Per Trunk Group*(**)			

(F) Operator Transfer Service (OTS)

Rate Per Call

- Per call transferred

\$.23

* Available only on originating Trunkside BSA-101XXXX Option and FGD.
 ** Available only at selected Telephone Company switches.

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No. 3 Local Switching* (Cont'd)

(G) Transport Termination Nonchargeable Options

FID

(1) Line Side Terminations
(For Lineside BSA and
FGA)

Two Way Operation

- Dial Pulse with Loop Start NC +++A
- Dial Pulse with Ground Start NC +++E
- DTMF with Loop Start NC +++F
- DTMF with Ground Start NC +++G

Terminating Operation

- Dial Pulse with Loop Start NC +++N
- Dial Pulse with Ground Start NC +++P
- DTMF with Loop Start NC +++R
- DTMF with Ground Start NC +++S

Originating Operation

- Loop Start NC +++U
- Ground Start NC +++V

(2) Trunk Side Terminations
(For Trunkside BSA-950
Option, Trunkside BSA
101XXXX Option, FGB and
FGD) Standard Trunk for
Originating, Terminating
or Two-Way operation
(available with Trunkside
BSA-950 Option, Trunkside
BSA-101XXXX Option,
FGB and FGD)

TTC SO
TTC ST
TTC TY

Rotary Dial Station
Signaling Trunk
(available with Trunkside
BSA-950 Option and FGB)

TTC RD

Operator Trunk, Coin,
Non-Coin or Combined
Coin and Non-Coin

TTC CO

Operator Trunk, Full
Feature Arrangement
(available with Trunkside
BSA-101XXXX Option
and FGD)

TTC FF

* Flexibly priced

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3.0 SWITCHED ACCESS SERVICE RATES & CHARGES

No. 3 Local Switching** (Cont'd)

(G) Transport Termination Non-Chargeable Option (Cont'd)

	<u>FID</u>
(3) Line Side Terminations for WATS Access Connections	
Originating Only Loop Start, Line Side Connection, with DTMF Address Signaling - Per Transmission Path	NC +++R
Originating Only Loop Start, Line Side Connection, with Dial Pulse Address Signaling - Per Transmission Path	NC +++N
Originating Only Ground Start, Line Side Connection, with DTMF Address Signaling - Per WATS Access Connection	NC +++5
Originating Only Ground Start, Line Side Connection, with Dial Pulse Address Signaling - Per WATS Access Connection	NC +++P
Terminating Only Loop Start, Line Side Connection - Per WATS Access Connection	NC +++U
Terminating only Ground Start, Line Side Connection - Per WATS Access Connection	NC +++V

No. 4 WATS/Toll Free Access Connections

Monthly rate 2-Wire WATS (only)	\$27.00 per line
Monthly rate 2-Wire Toll Free (only)	33.50 per line
Monthly rate 4-Wire WATS/Toll Free	ICB per line
Installation	\$75.00 per line

No. 5 Central Office Service

Rearrangement Charge	\$35.00 per line
----------------------	------------------

** Flexibly Priced

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ACCESS SERVICE

3.0 SWITCHED ACCESS SERVICE RATES & CHARGES

No. 6 Tandem Access Sectorization (TAS)

		<u>USOC</u>
Per Trunk, Per Month	\$1.00	TJN
Nonrecurring Charges		
Initial, Per Customer,		
Per Tandem	\$5,612.89	
Subsequent, Per Point		
of Termination	\$913.22	

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ACCESS SERVICE

3.0 SWITCHED ACCESS SERVICE RATES & CHARGES

No. 7 Metallic DNAL*

	<u>Monthly Rate/Cell</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
(A) Local Channel				
- Per termination				
- two-wire	\$8.00	\$11.00	\$17.00	\$21.00
	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>		<u>Additional</u>
		<u>Initial</u>		
(B) Transmission Function				
- Per termination #				
<u>Same Wire Center</u>				
- Metallic for up to 2 or 3 point service	\$.65	\$ 95.00		\$60.00
- Metallic Equivalent for up to 26 points	2.40	115.00		70.00
<u>Demultiplexed Channels and Different Wire Center</u>				
- Metallic for up to 2 or 3 point service **	6.65	120.00		75.00
- Metallic Equivalent for up to 26 points	7.40	150.00		90.00
		<u>Monthly Rate</u>		
		<u>Fixed</u>	<u>Per mile</u>	
(C) Channel Mileage				
<u>Mileage Bands</u>				
Over 0 to 1 mile	\$12.50		-	
Over 1 to 3 miles	11.00		\$4.00	
Over 3 to 5 miles	14.00		4.00	
Over 5 to 15 miles	16.00		4.00	
Over 15 to 25 miles	32.00		3.00	
Over 25 miles	44.00		2.50	

NOTES:

- Metallic DNAL can only be used with the BSE Make Busy Arrangement.
- # A minimum of two transmission functions apply per service.
- ** Not available as demultiplexed channel.
- ***Flexibly Priced.

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 VP-Regulatory & Compliance
 80-02 Kew Gardens Road, Suite 5000
 Kew Gardens, NY 11415

Effective:

Computer Business Sciences, Inc.

80-02 Kew Gardens Road, Suite 5000

Kew Gardens, New York 11415

p. (718) 520-6500

f. (718) 520-0783

ORIGINAL

**DOCUMENT
FOLDER
RECEIVED**

March 8, 2000

MAR 08 2000

Mr. James J. McNulty
Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: ^{A-} DOCKET NO. A-310832 AND 310832-F00002- COMPUTER BUSINESS SCIENCES, INC.

Dear Mr. McNulty:

Computer Business Sciences, Inc. ("CBS") hereby respectfully submits two copies of revised pages 9, 28-30 of its Tariff Telephone-Pa. P.U.C. No. 3 and pages 1-57 of its Tariff Telephone-Pa. P.U.C. No. 1. for Commission review and approval. If these changes are acceptable please notify me with appropriate Issued and Effective Dates so that I may complete the final tariffs. I look forward to your comments.

Should you have any questions please do not hesitate to contact me.

Sincerely yours,



Deborah Arnott

VP-Compliance

p. (718) 520-6500 X149

f. (718) 520-0783

email: darnott@deb.5netusa.com

EEF

TITLE SHEET

ORIGINAL

RATES AND RULES

To offer services as a Competitive Local Exchange Carrier
within the Commonwealth of Pennsylvania

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MAR 08 2000

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**DOCUMENT
FOLDER**

DOCKETED
MAR 15 2000

This tariff is only effective in the exchange areas of Bell Atlantic - Pennsylvania, Inc.

This local exchange tariff contains the descriptions, rules and rates applicable to the provision of intrastate facilities-based local exchange telecommunications services provided by Computer Business Sciences, Inc., with principal offices being at 80-02 Kew Gardens Road, Suite 5000, Kew Gardens, New York 11415, in the Commonwealth of Pennsylvania. This tariff concurs with 52 Pa. Code Sections 63 & 64 and any provisions of this tariff which are not consistent with this Code will be deemed inoperative and superceded.

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Effective:

By:

Deborah Arnott, Regulatory Administrator
80-02 Kew Gardens Road, Suite 5000
Kew Gardens, New York 11415

Docket Number: A-310832

CHECK SHEET

The sheets listed below, which are inclusive of this local exchange tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this page.

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Deborah Arnott, Regulatory Administrator
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SYMBOLS SHEET

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

- I - Increase in rates
- D - Decrease in rates
- C - Change

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80-02 Kew Gardens Road, Suite 5000
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Docket Number: A-310832

TARIFF FORMAT SHEETS

- A. Sheet numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Pennsylvania Public Utility Commission. For example, the fourth revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc., the Pennsylvania Public Utility Commission follows in their tariff approval process, the most current sheet number on file with the Department is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1
 - 2.1.1.A.1(a)
 - 2.1.1.A.1(a)I
 - 2.1.1.A.1(a)I(i)
 - 2.1.1.A.1(a)I(i)(1)
- D. Check Sheets - When a tariff filing is made with the Pennsylvania Public Utility Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (*i.e.*, the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Pennsylvania Public Utility Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line: An arrangement which connects the customer's location to the Company's network switching center.

Authorization Code: A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

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

Business: A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

PA. P.U.C.: Pennsylvania Public Utility Commission

Central Office: A location where there is an assembly of equipment that establishes the connections between subscriber access lines, trunks, switched access circuits, private line facilities, and special access facilities with the rest of the telephone network.

Commission: Pennsylvania Public Utility Commission.

Company or Carrier: Computer Business Sciences, Inc. ("CBS")

Customer: The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

End User: Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access: The ability of a long distance carrier to serve Customers on a presubscribed basis rather than through the use of dial access codes.

Exchange: A central office or group of central offices, together with the Customer's stations and lines connected thereto, forming a local system which furnishes means of telephonic intercommunication without toll charges between Customers within a specified area, usually a single city, town or village.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

Extended Area Service: A type of service where Customers of a given exchange may complete calls to and, where provided by the tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Intra-LATA Toll Messages: Those toll messages which originate and terminate within the same LATA.

LATA: Local Area Transport Access

LEC: Local Exchange Company.

Message: A completed call.

Premises: A building or buildings on contiguous property.

Residence or Residential: A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Rotary: Routes a call to an idle Station line.

Special Construction: Service configurations specifically designed and constructed at a Customer's request.

XDSL: A variety of digital subscriber line services.

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SECTION 2 - RULES AND REGULATIONS

- 2.1 Undertaking of the Company. The Company's services and facilities are furnished for communications originating at specified points within the Commonwealth of Pennsylvania under terms of this tariff.

The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer-term basis, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 *The Company reserves the right to discontinue furnishing service or limit the use of service necessitated by conditions beyond its control; or when the Customer is using service in violation of the law or the provisions of this tariff.*
- 2.2.3 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.5 Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an alternative local exchange carrier for the Pennsylvania Public Utility Commission.

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SECTION 2 - RULES AND REGULATIONS (cont.)2.3 Liabilities of the Company

- 2.3.1 The provisions of this section do not apply to errors and omissions caused by the willful misconduct, fraudulent conduct or violations of laws by the Company.
- 2.3.2 In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- 2.3.3 Computer Business Sciences, Inc.'s liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customers for the period during which the aforementioned faults in transmission occur, unless ordered by the Pa. P.U.C..
- 2.3.4 Acceptance by the Department of the liability provisions contained in this tariff does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law, but the recognition that, as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of this tariff.
- 2.3.5 The liability of the Company for service irregularities shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service for the period during which the service irregularity exists. Service irregularities are defined as mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure of or defects in the service and/or facilities furnished by the Company which occur in the course of furnishing service or facilities and are not caused by the negligence of the Customer or the negligence of the Company in failing to maintain proper standards of maintenance or operation, or to exercise reasonable supervision.
- 2.3.6 The Company shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.

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SECTION 2 - RULES AND REGULATIONS (cont.)

2.4 Uses of Service

- 2.4.1 Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- 2.4.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process or code. All rights, title and interest to such items remain, at all times, solely with the Company.
- 2.4.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.4.4 Service may only be resold or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, resold, or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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SECTION 2 - RULES AND REGULATIONS (cont.)

2.4 Uses of Service (cont.)

2.4.5 Any individual or company who uses or receives service from the Company, other than the provisions of an accepted application for service and a current Customer relationship, shall be liable for the tariff cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the court.

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

2.4.7 Unauthorized Use

- A. Service shall not be used to make unlawful expressions, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass.
- B. Service shall not be used for any purpose in violation of law.
- C. Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers, or interfere with the Company's reasonable ability to provide the service to others.

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SECTION 2 - RULES AND REGULATIONS (cont.)

2.5 Responsibilities of the Customer

- 2.5.1 The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customer's telephone lines.
- 2.5.2 The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
- 2.5.3 The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.
- 2.5.4 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.
- 2.5.5 The Customer and any authorized or joint users, jointly and serially, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable court costs and attorneys fees as determined by the court), or liability for patent infringement arising from 1) combining with, or using in connection with facilities the Company furnished, facilities the Customer, authorized user, or joint user furnished, or 2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control and from all other claims, loss, damage, expense (including the reasonable court costs and attorneys fees as determined by the court), or liability arising out of any commission or omission by the Customer, authorized user, or joint user in connection with the service. In the event that any such infringing use is enjoined, the Customer, authorized user, or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement.

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SECTION 2 - RULES AND REGULATIONS (cont.)

2.5.5 Responsibilities of the Customer (cont.)

In addition and without limitation, the Customer, authorized user, or joint user shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims, including but not limited to slander, libel or infringement.

2.6 Interruption of Service

2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence or the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3.3 herein. It shall be the Customer's obligation to notify the Company immediately of any service interruption 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 by the Customer within his control, if any, furnished by the Customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

2.6.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four (24) hours after the subscriber notifies the Company.

2.6.3 In accordance with 52 Pa. Code Section 64.52, when service is interrupted for a period of at least 24 hours, credit to customers at the following rate shall apply:

- 1) One-thirtieth of monthly rate for each of the first three full 24-hour periods.
- 2) Two-thirtieths of monthly rate for each 24-hour period beyond the first three 24-hour periods.

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SECTION 2 - RULES AND REGULATIONS (cont.)

2.7 Disconnection of Service by Carrier. The Company (carrier), upon fourteen (14) working days' written notice to customer with a second written notice to customer seven (7) days before actual disconnection, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

2.7.1 Non-payment of any sum due to carrier for regulated service for more than thirty (30) days beyond the date of rendition of the bill for such service.

2.7.2 A violation of any regulation governing the service under this tariff.

2.7.3 A violation of any law, rule or regulation of any government authority having jurisdiction over such service.

Per 52 Pa. Code Section 64.71, prior to termination of service, the Company will mail or deliver written notice to the customer at least 10 days prior to the date of the proposed termination. Termination of service by a carrier to a residential customer will follow a two step process, whereby the Company shall mail or deliver written notice to the customer at least 7 days before the date of proposed suspension regardless upon which suspension is sought.

Per 52 Pa. Code Section 64.121, when at least 10 days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension due to any of the following reasons: (1) failure to make satisfactory arrangements to pay arrearages, (2) failure to post a deposit, (3) failure to meet the requirements of a payment agreement or (4) failure to give adequate assurances that an unauthorized use or practice will cease.

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SECTION 2 - RULES AND REGULATIONS (cont.)

2.8 Deposits. The Company may, at its sole discretion, require a deposit from the Customer as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required. The amount of such deposit shall not exceed twice the estimated average monthly bill for the class of service for which the deposit is to be applied. Interest on deposits will be paid in accordance with the provisions of 52 PA Code Section 64.41. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulation on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered.

Upon discontinuance or termination of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to the Customer within 30 days of rendition of the final bill, and will include any interest on the deposit as set forth above.

After prompt and timely payment of all charges for 12 consecutive billing periods, within 30 days, the Company will refund the deposit to the Customer. The refund will include interest at the rate set forth above. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account.

2.9 Advance Payments. For Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount. Such amount shall be equal to one (1) month's service charges and/or the service connection and/or equipment charges which may be applicable, as well as any nonrecurring charges for any required special construction. The amount of the first month's service is credited to the Customer's account on the first bill rendered.

2.10 Taxes. 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.

2.11 Billing of Calls. All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

To be timely registered a dispute must be brought to the attention of the Company orally or in writing by the customer or the customer's designee before actual suspension or termination of service. When a dispute is properly registered, suspension or termination based on disputed portions of the bill is prohibited until resolution of the dispute. However, the disputing party shall pay, or enter into a reasonable payment agreement for all undisputed portions of the bill. If

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SECTION 2 - RULES AND REGULATIONS (cont.)

2.11 Billing of Calls. (cont'd)

the disputing party does not do so, the Company may suspend or terminate service based on the nonpayment, if the suspension or termination is otherwise permitted under 52 Pa. Code Section 64.131-182. Failure to timely register a dispute, except for good cause, shall constitute a waiver of applicable rights to retain service without complying with the termination notice, suspension notice or Company written summary, and may constitute a waiver of rights to file an informal complaint. Within 10 days of the notification or mailing of the Company written summary and not thereafter, except for failure to receive notice or other good cause, an informal complaint may be filed by the customer or customer designee with the Pa. P.U.C..

2.12 Minimum Call Completion Rate. A Customer can expect a call completion rate comparable to that of the local underlining carrier.

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SECTION 2 - RULES AND REGULATIONS (cont.)

2.13 Application for Service

Service is installed by arrangement between the Company and the Customer.

- 2.13.1 A Customer desiring to obtain service may do so based on an oral or written agreement. In order to initiate service, the Customer must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

If the service agreement is made verbally, the Company will, within 5 days of initiating the service order, provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill. Within 5 days of initiating service, the Company shall state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications service provided by the Company. If services requested by Customer are bundled, however, by agreement with the Customer, bundled services will not be initiated for up to 60 days.

Potential Customers who are denied service for failure to establish credit or pay the required deposit will be notified in writing by the Company of the reason for the denial within 10 days of the denial.

2.13.2 Cancellation of Application for Service

Cancellation notice requirements are specified in the written contract/service agreement with the Customer. No charge applies when the applicant cancels an application for service prior to the start of installation or special construction.

When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Carrier, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers of Computer Business Sciences, Inc. may cancel service by providing thirty (30) days' written notice to Computer Business Sciences, Inc. Customers are responsible for all charges, including fixed fees, which accrue up to the cancellation date.

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SECTION 2 - RULES AND REGULATIONS (cont.)

2.13 Application for Service (cont.)

2.13.3 Cancellation of Service

The Customer may have service discontinued upon at least 5 days oral or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for services furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of his or her 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 terms of the Service Order shall survive such termination.

2.13.4 Termination Liability

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will equal to the lesser of either:

- A. 20% of the balance of the total billing payable during the life of the term; or
- B. the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

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SECTION 2 - RULES AND REGULATIONS (cont.)

2.14 Discontinuance and Restoration of Service

2.14.1 Discontinuance of Service

- A. A Customer may have service discontinued upon oral or written notice to the Company on or before the date of disconnection. Customers remain responsible for payment of all bills for services furnished. A customer who wishes to have service discontinued shall give at least 5 days oral or written notice to the company for discontinuation of the service.
- B. If a Customer cancels his or her order for service before the service begins, a charge equal to the greater of \$25.00 or the actual costs incurred by the Company in provisioning the service prior to the cancellation will be levied upon the Customer. However, no charge will be levied if a Customer cancels his or her service within three (3) days of the date the order was placed in writing or within three (3) days of the date of the Company's written confirmation. No cancellation charge applies to orders canceled due to delays in installation that are caused by the Company that are five (5) days past the promised due date. The Customer will be informed of the cancellation charge at the time the order is placed.
- C. *No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.*
- D. Upon termination, presubscribed Customers may be held responsible for charges thereafter if the Customer has not selected an alternative local exchange carrier and service has not been transferred to the alternative carrier and such Customer is continuing to receive service from the Company.

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SECTION 2 - RULES AND REGULATIONS (cont.)

2.14 Discontinuance and Restoration of Service (cont.)

2.14.1 Discontinuance of Service (cont.)

- E. The Company may discontinue service under the following circumstances:
 - 1. Nonpayment of any regulated sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees as determined by the court.
 - 2. A violation of, or failure to comply with, any regulation governing the furnishing of service.
 - 3. An order from a court from another government authority having jurisdiction which prohibits the Company from furnishing service.
 - 4. Failure to post a required deposit or guarantee.
 - 5. In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
 - 6. Any violation of the conditions governing the furnishing of service.
- F. Service may be refused or disconnected in the event of illegal use or of intent to defraud the Company. The Company may disconnect service for this reason after sending written notice certified mail to the Customer's last known address.
- G. Written notice of the pending disconnection will be rendered not less than 14 days prior to the disconnection, with a *second notice* sent to the Customer 7 days before actual disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.

Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service is not initially discontinued on any Saturday, Sunday, legal holiday, or any other day the Company service representatives are not available to serve Customers.

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SECTION 2 - RULES AND REGULATIONS (cont.)

2.14 Discontinuance and Restoration of Service (cont.)

2.14.1 Discontinuance of Service (cont.)

H. Notice of Disconnection. Written notice will state:

1. the name and address of the Customer whose account is delinquent;
2. the reason for the discontinuance;
3. the amount that is delinquent (if applicable);
4. the date when payment or arrangements for payment are required in order to avoid termination;
5. the procedure the Customer may use to initiate a complaint or to request an investigation concerning service or disputed charges;
6. the procedure the Customer may use to request amortization of the unpaid charges;
7. the telephone number of the Company representative who can provide additional information or institute arrangements for payment;
8. the telephone number of the Pa. P.U.C. Bureau of Consumer Services where the Customer may direct inquiries.

I. Restoration of Service.

Unless prevented by circumstances beyond the Company's control or unless a subscriber requests otherwise, the Company shall reconnect previously disconnected service by 5 p.m. on the next business day following either:

- A) Receipt by the Company or its authorized Agent, of the full amount in arrears for which service was disconnected, or upon verification by the Company that conditions which warranted disconnection of service have been eliminated; or
- B) Agreement by the Company and the subscriber on a deferred payment plan and a payment, if required, under the plan.

Before restoring service under this rule, the Company may not insist upon payment of any new bill that is not past due if that bill did not itself provide the basis for disconnection.

Payment received by an authorized Agent of the Company shall be treated in the same manner as payment made directly to the Company.

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SECTION 2 - RULES AND REGULATIONS (cont.)

2.15 Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at anytime and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period of time is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or Customers' service.

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

2.16 Special Construction And Special Arrangements

2.16.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff or any applicable contract, special construction and special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal tariff or contract conditions. Special construction is that construction undertaken:

- A. Where facilities are not presently available, and there is no other requirement for the facilities so constructed,
- B. Of a type other than that which the Company would normally utilize in the furnishing of its services,
- C. Over a route other than that which the Company would normally utilize in the furnishing of its services,
- D. In a quantity greater than that which the Company would normally construct,
- E. On an expedited basis,

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SECTION 2 - RULES AND REGULATIONS (cont.)

2.16.1 Special Construction And Special Arrangements (cont'd)

- F. On a temporary basis until permanent facilities are available,
- G. Involving abnormal costs, or
- H. In advance of its normal construction.

2.16.2 Basis for Charges

Where the Company furnishes a facility on special construction basis, or any service for which a rate or charge is not specified in this tariff, charges will be based on the costs incurred by the Company and may include the following: (i) non-recurring type charges, (ii) recurring type charges, (iii) termination liabilities or (iv) combinations thereof the agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service of the facilities provided.

2.16.3 Basis for Cost Computation - The costs referred to in Section 2.16.2 preceding may include one or more of the following items to the extent they are applicable:

- A. Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of: (i) equipment and materials provided or used, (ii) engineering, labor and supervision, (iii) transportation, (iv) rights of way and (v) any other item chargeable to the capital account.
- B. Annual charges including the following: (i) cost of maintenance, (ii) 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, (iii) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items, (iv) any other identifiable costs related to the facilities provided and (v) an amount for return and contingencies.

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SECTION 2 - RULES AND REGULATIONS (cont.)

2.16.4 Termination Liability. 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.

A. The maximum termination liability is equal to the total cost of the special facility as determined under Section 2.17.3, preceding, adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided.

B. The maximum termination liability as determined in paragraph A.) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

2.16.5 Maintenance Charge - A maintenance charge shall apply when a user requests the dispatch of the Company's personnel for the purpose of performing maintenance activity on the Company's facilities and the trouble condition is found to result from equipment, facilities, or systems not provided by the Company.

2.17 Universal Emergency Telephone Number Service (911, E911)

2.17.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such.

2.17.2 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

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SECTION 2 - RULES AND REGULATIONS (cont.)

2.17 Universal Emergency Telephone Number Service (911, E911), (Cont'd.)

2.17.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

2.17.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES

3.1 General

3.1.1 Service Order and Installation Charge. The Service Order and Installation Charge is a nonrecurring charge which applies to administrative processing of orders for the installation of a new service, and the installation of equipment required for the provision of service.

Service Order and Installation Charge: \$250

3.1.2 Business and Residential Exchange Service -- Monthly Service Rates

Business and Residential Exchange Services provide a business or residential customer with a connection to the Company's switching network which enables the Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance, access toll-free telecommunications service such as 800 or 888 calling, and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

Business and Residential Exchange Services are provided via one or more channels terminated at the Customer's premises. Each Business and Residential Services channel corresponds to one or more digital, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Business and Residential Exchange Services include XDSL broadband services and local dial tone; which services may be purchased on a bundled or unbundled basis.

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)

3.1 General (cont.)

3.1.2 Business and Residential Exchange Service -- Monthly Service Rates (cont.)

The monthly charges for Business and Residential Exchange Services are as follows:

Bundled Services on net:

Local Exchange Dial Tone: \$15 per month

High Speed Access (XDSL): \$65 per month

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)

3.2 Payment of Bills

3.2.1 Rendering and Payment. Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. Each bill contains monthly recurring charges billed in advance, and the last date for timely payment. The Company will pro-rate monthly recurring charges based on a 30 day month.

Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.

Customer payments are considered prompt when received by the company or its agent by the due date on the bill. The due date is 30 days after the bill is rendered and is designated by the due date on the Customer's bill to timely pay the charges stated. The Company will credit payments within 24 hours of receipt.

3.2.2 Late Payment Charges. Interest charges of 1.25% per month will be assessed on all unpaid balances more than thirty (30) days old. There will not be interest on previously-charged late payment fees.

3.2.3 Return Check Charges. A return check charge of \$20.00 will be charged the customer for any returned check regardless of face value of check. The Company may waive the bad check charge under appropriate circumstances.

3.2.4 Customer Payment Arrangements. All billing standards are in compliance with Pa. Code Section 64. The Bureau of Consumer Services has primary jurisdiction over all complaints.

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)

3.3 Emergency Call Exemptions. The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies, including police, fire, ambulance, bomb squad and poison control. Computer Business Sciences, Inc. will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

3.4 Other Services

3.4.1 Pennsylvania Telephone Relay Service

1. General

The Pennsylvania Telecommunications Relay Service is a relay telecommunication service for the deaf, hearing and/or speech disabled population of the Commonwealth. The service permits telephone communications between deaf, hearing, and/or speech disabled individuals who must use a Text Telephone and individuals with normal hearing and speech as provided in the AT&T Communications of Pennsylvania, Inc. Tariff PA. P.U.C. No. 13.

2. Surcharge

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

This surcharge serves as the funding vehicle for the operation of the Pennsylvania Telecommunications Relay Service, and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the Pennsylvania Telecommunications 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.

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)3.4 Other Services3.4.1 Pennsylvania Telephone Relay Service

2. Surcharge (cont'd)

The following surcharge rates apply to all bills issued on or after July 1, 1999.

Per residence access line, per month	\$.06
Per business access line, per month	\$.12

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

3. Rates

Local calls will be charged at the applicable local flat rate or local measured service rate, except for calls originating from Pay Telephones, which shall be completed free of charge. All intraLATA toll calls, placed through the Pennsylvania Telecommunications Relay Service will be rated according to the Rates Applicable On Messages Placed by Certified Speech and/or Hearing Disabled rates in the Pennsylvania Telephone Association Toll Tariff PA. P.U.C. No. 10. This Company concurs in this tariff.

The Company will make available to the Telecommunications Relay Service (TRS) user either a calling card or a prepaid debit card. The rates for either option will not exceed those that would apply to identical calls for non-TRS users of coin-sent-paid service.

Please refer to the appropriate Interexchange Carrier tariff for interstate charges.

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)3.4 Other Services (cont'd)3.4.2 Lifeline Service Plan

The Company will abide by Pa. Docket No. I-00940035 with regard to the provisions of telecommunications services throughout the Commonwealth of Pennsylvania.

1. Description

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

2. Regulations

- a. 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 or household. A potential Lifeline customer who has an outstanding final bill for telephone service which is less than (4) four years old must pay the entire balance of any Basic Service final bill before being eligible for Lifeline Service.
- b. 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:
 1. One-Party Residence Unlimited Service and Local Measured Service, if available.
 2. Directory Listing (standard only).
 3. Non-Published or Non-Listed Telephone Number Service.
 4. Access to Directory Assistance Service.
 5. Touch Tone Calling Service.
 6. Access to Operator Service.
 7. Voluntary Toll Restriction Option.
 8. Link Up America (if eligible).
 9. Access to 800/888 Services
 10. Access to Call Trace.
 11. Access to Alerting and Reporting Systems (9-1-1 dialing)
 12. Access to the Pennsylvania Telecommunications Relay service.
 13. Caller ID Per-call and Per-line Blocking.

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)3.4 Other Services (cont'd)

3.4.2 Lifeline Service Plan (cont'd)

- i. An applicant for Lifeline Services 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 below the annual United States 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 CBS. Recertification of Lifeline Service participants will be conducted biennially by CBS.

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 D&E Telephone Company.

- ii. Lifeline Service will be provided to a customer only so long as such customer continues to meet the participation and certification guidelines in 2 (c) above. At the time of initial establishment of Lifeline Service, the customer agrees to have his or her eligibility recertified as determined by D&E Telephone Company. When the Company is notified by the customer or determines through Recertification that the Lifeline Service customer is no longer a participant in the DPW programs in 2 (c) 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 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 portions 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

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)3.4 Other Services (cont'd)

3.4.2 Lifeline Service Plan (cont'd)

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.

- iii. 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.
- iv. 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.
- v. Only services listed in 2 (b) above will be provided to Lifeline customers. All other premium services offered by the Company will not be available.
- vi. Lifeline Service customers are required to apply for the Link Up America benefit when applicable.
- vii. Customer requested temporary suspension of Lifeline Service is not permitted.
- viii. Lifeline Service does not apply to applicants who are full time students living in university or college controlled housing.
- ix. The applicant must not be a dependent for Federal Income Tax purposes, unless he or she is 60 years or older.
- x. Lifeline customers are subject to all Residence service regulations in this and other tariffs of D&E Telephone Company.
- xi. Residence Lifeline Services cannot be resold by the Lifeline customer or the Lifeline customer's agent (s).
- xii. Resale of Lifeline Services are subject to wholesale rate obligations under Section 251 (c) (4) of the Telecommunication Act of 1196.

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)

3.4 Other Services (cont'd)

3.4.2 Lifeline Service Plan (cont'd)

- xiii. All outstanding charges, account balance and service restrictions apply to existing customer who qualify for Lifeline Service. Service restrictions will remain until the arrearage(s) have been paid in full.
- xiv. 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 a permanent toll restriction.
- xv. Toll-Blocking and Toll-Control services will be provided at no charge to Lifeline Service subscribers, to the extent that they are offered.

Dial Tone Monthly Rate

- xvi. Applicable Residence Dial Tone monthly rate minus \$1.75 (1).
- xvii. Lifeline Service customers will pay applicable Subscriber Line Charge monthly rate minus \$3.50 (1).
- xviii. Lifeline Service is subject to all applicable state, local and federal taxes, and Surcharges, and to all applicable tariff rates, charges, surcharges and regulations.

NOTE:

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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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)3.4 Other Services (cont'd)3.4.3 Link Up America3.4.3.1 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.

3.4.3.2 Regulations

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

- (1) The applicant must not be a dependent for federal income tax purposes, unless he or she is 60 years of age or older.
- (2) Applicant must participate in any of the following programs:
 - i. Aid to Families with Dependent Children (AFDC)
 - ii. Categorically Needy Medical Assistance (Blue Card)
 - iii. Food Stamps
 - iv. General Assistance (GA)
 - v. Low Income Home Energy Assistance Program (LIHEAP)
 - vi. Medically Needy Only Medical Assistance (Green Card)
 - vii. State Blind Person
 - viii. Supplemental Security Income (SSI)
- (3) Applicants who do not participate in any of the above programs may be eligible under the Pennsylvania Telephone Association low income guidelines which are based on Pennsylvania state taxable income.

The applicant must self-certify the requirement set out in a.(1). The requirement set out in a.(2) must be certified by the Pennsylvania Department of Public Welfare (DPW). Participation by DPW is subject to execution of an agreement signed by the Telephone Company and DPW. The requirements set out in a.(3) must be certified by the Pennsylvania Department of Revenue (DOR). Participation by DOR is subject to execution of an agreement signed by the Telephone Company and DOR.

b. 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.

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)

3.4 Other Services (cont'd)

3.4.3 Link Up America

3.4.3.2 Regulations (cont'd)

- c. Link Up America applicants are not exempt from Telephone Company deposit requirements.
- d. 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, credit will be applied to provide Link Up America discount.

The Link Up America discount does not apply to applicants who are full time students living in university or college controlled housing.

3.4.3.3 Rates

The Link Up America Program provides for a 50% discount on the Line Connection Charge associated with the connection of a new residence exchange access line (dial tone Line) as specified in Paragraph A.3.a. preceding. The total amount of the discount may not exceed \$30 and the remaining charges will be billed to the Link Up America customer in monthly installments as specified in Paragraph A.2.e. preceding.

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)

3.4 Other Services (cont'd)

3.4.4 911 - Emergency Services

The Company will contract with Bell Atlantic-Pennsylvania, Inc. for the provision of 911-Emergency Services to its Customers. All 911-Emergency Services will be provided in accordance with the Public Safety Emergency Telephone Act of 1990.

3.4.5 Caller ID and Caller ID Deluxe Blocking Services

Caller ID and Caller ID Deluxe Blocking Services will be provided by the Company in accordance with the requirements of Pa. Title 66 Section 2906 and Pa. Docket No. R-00943025.

Caller ID Service

Caller ID service is an optional feature which allows a subscriber to see the telephone number of an incoming call displayed on the customer provided display unit. The telephone number of an incoming call will display between the first and second rings. Caller ID Service works only on calls which originate from and terminate in central offices which are equipped to provide this service or between central offices that are equipped and have SS7 connectivity. Caller ID is available to customers by monthly subscription only, which provides unlimited use of this service.

As facilities permit, Caller ID Service will be provided to the following customers: Residence and Business One-Party Service, PBX Trunks and Centrex Service. For calls originating from a line within a PBX Multi-line hunting group, only the "main" telephone number will be delivered.

The telephone numbers that will be displayed on a Caller ID subscriber's display unit include listed, non-listed and non-published telephone numbers.

The telephone numbers that will not be displayed to the Caller ID subscriber are (1) calls from customers who use Per-Call Blocking or subscribe to Per-Line Blocking; (2) calls from customers located in central offices not a part of the SS7 Signaling System; and (3) calls placed through an operator. When these types of calls are received by a Caller ID subscriber their display unit will notify them that the calling telephone number is unavailable.

In addition to the ability to see the telephone number of incoming calls, Caller ID Service provides a subscriber with the ability to reject calls from customers who have blocked the

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)

3.4 Other Services (cont'd)

3.4.5 Caller ID and Caller ID Deluxe Blocking Services (cont'd)

display of their telephone number on outgoing calls. This feature is called Anonymous Call Rejection (ACR) and can be activated and deactivated by dialing a specific code.

This feature is initially provided to the subscriber in the deactivated mode. The ACR will remain either on or off until the subscriber makes a change by dialing the special code. The Caller ID subscriber will hear a confirmation tone when the feature is activated or deactivated. When a caller who has activated the Per-Call Blocking or Per-Line Blocking, calls a Caller ID subscriber that has activated ACR, the caller will hear an announcement that calls from blocked telephone numbers are not being accepted. The Caller ID Deluxe subscriber's telephone does not ring. There is no additional charge for this feature. Blocked local or long distance calls routed to the Anonymous Call rejection announcement will not be rated as completed calls.

Caller ID Service, Caller ID Deluxe Service, Per-Call Blocking and Per-Line Blocking can be used by customers with push button or dial pulse(rotary) telephones.

Caller ID Deluxe Service.

Caller ID Deluxe Service is an enhancement of the optional feature Caller ID Service. Caller ID Deluxe allows a subscriber to see the telephone number and name of an incoming call displayed on the customer provided display unit. The telephone number and name of an incoming call will display between the first and second rings. Caller ID Deluxe works only on calls which originate from and terminate in central offices which are equipped to provide this service or between central offices that are equipped and have SS7 connectivity. Caller ID Deluxe is available to customers by monthly subscription only, which provides unlimited use of the service.

As facilities permit, Caller ID Deluxe Service will be provided to the following customers: Residence and Business One-Party Service, PBX Trunks and Centrex Service.

The telephone numbers and names that will be displayed on a Caller ID Deluxe subscriber's display unit include listed, non-listed and non-published telephone numbers.

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)

3.4 Other Services (cont'd)

3.4.5 Caller ID and Caller ID Deluxe Blocking Services (cont'd)

Caller ID Deluxe Service (cont'd)

The telephone numbers and names that will not be displayed to the Caller ID subscriber are (1) calls from customers who use Per-Call Blocking or subscribe to Per-Line Blocking; (2) calls from customers located in central offices not a part of the SS7 Signaling System; and (3) calls placed through an operator. When these types of calls are received by a Caller ID subscriber their display unit will notify them that the calling telephone number and name is unavailable.

In addition to the ability to see the telephone number and name of incoming calls, Caller ID Service provides a subscriber with the ability to reject calls from customers who have blocked the display of their telephone number on outgoing calls. This feature is called Anonymous Call Rejection (ACR) and can be activated and deactivated by dialing a specific code.

This feature is initially provided to the subscriber in the deactivated mode. The ACR will remain either on or off until the subscriber makes a change by dialing the special code. The Caller ID subscriber will hear a confirmation tone when the feature is activated or deactivated. When a caller who has activated the Per-Call Blocking or Per-Line Blocking, calls a Caller ID subscriber that has activated ACR, the caller will hear an announcement that calls from blocked telephone numbers are not being accepted. The Caller ID Deluxe subscriber's telephone does not ring. There is no additional charge for this feature. Blocked local or long distance calls routed to the Anonymous Call rejection announcement will not be rated as completed calls.

Caller ID and Caller ID Deluxe Per-Call Blocking.

Per-Call Blocking is automatically available to all customers served by the Company. This blocking option allows the calling party to block the passage of their telephone number and name on outgoing calls. To activate Per-Call Blocking a special code is dialed prior to placing each call.

When this blocking feature is activated by the calling party, and they place a call to a Caller ID or Caller ID Deluxe subscriber, the subscriber's display unit will indicate that the incoming call has been blocked. There is no charge to activate Per-Call Blocking and the service is provided on an unlimited basis. Caller ID Per-Call Blocking does not prevent the delivery of telephone numbers for 911 emergency service providers.

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)3.4 Other Services (cont'd)3.4.5 Caller ID and Caller ID Deluxe Blocking Services (cont'd)Caller ID and Caller ID Deluxe Per-Call Blocking (cont'd)

The Pay Telephones in the Company serving area will only be equipped with the Caller ID Per-Call Blocking option. Instructions on how to use blocking will be provided at each public telephone location.

Caller ID and Caller ID Deluxe Per-Line Blocking

The calling party may prevent the display of their telephone number and name on a permanent basis by subscribing to Per-Line Blocking. This blocking option automatically prevents the display of the calling number and name for all calls placed from that line to a Caller ID or Caller ID Deluxe subscriber, unless the feature is deactivated. If a subscriber of Per-Line Blocking chooses to deactivate blocking, the calling telephone number and name would be sent for that call only. After the call is completed, the line automatically reverts back to the Per-Line Blocking feature. The deactivation of Per-Line Blocking is completed by dialing a special code prior to placing each call.

The code to deactivate Per-Line Blocking is different than the one used to activate Per-Call Blocking. Caller ID Per-Line Blocking will be available to all customers in the Company serving area.

The Per-Line Blocking option can only be added or removed from a customer's line by placing a service order with the Telephone Company. When this service is removed the line is automatically converted to the Per-Call Blocking capability. Caller ID Per-Line Blocking does not prevent the delivery of telephone numbers to 911 emergency service providers.

Customers who use either Per-Call Blocking or Per-Line Blocking will be unable to complete calls to Caller ID and Caller ID Deluxe subscribers that have activated the Anonymous Call Rejection (ACR) feature. When a caller who has blocked the display of his/her telephone number and name calls a Caller ID or Caller ID Deluxe subscriber that has activated ACR, the caller will hear an announcement that the called party does not take anonymous calls. To complete a call to a Caller ID or Caller ID Deluxe subscriber that has activated ACR: (1) place the call by unblocking the telephone number; or (2) place the call through an operator which may involve charges in addition to the cost of the call. The live operator surcharge will be waived for customers of CBS who are

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)3.4 Other Services (cont'd)3.4.5 Caller ID and Caller ID Deluxe Blocking Services (cont'd)Caller ID and Caller ID Deluxe Per-Line Blocking (cont'd)

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). If the operator surcharge cannot be waived when the call is being placed, the Company will, upon notification, credit the live operator surcharge amount to the aforementioned party's telephone bill. Furthermore, should alternative methods become available in the future which permit the aforementioned to access the ACR party without revealing the caller's telephone number, the Company will waive any additional charges associated with such alternative methods.

Rates

	<u>Monthly Charge (per line)</u>
<u>Caller ID Service</u>	
Residence	\$5.95
Business	\$5.95
<u>Centrex</u>	
2-10 lines	\$3.50
11-50 lines	\$2.00
51 or more lines	\$1.00
<u>Caller ID Deluxe Service</u>	
Residence	\$6.95
Business	\$6.95
<u>Centrex</u>	
2-10 lines	\$4.50
11-50 lines	\$3.00
51 or more lines	\$1.50

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)3.4 Other Services (cont'd)3.4.5 Caller ID and Caller ID Deluxe Blocking Services (cont'd)Rates (cont'd)

	Nonrecurring Charge (per order) (per line)	Monthly Charge (per line)
Caller ID Blocking		
Per Call		
Per Line	-----	-----
Residence	\$10.00*	-----
Business	\$15.00*	-----
Centrex	\$15.00*	-----

*Initial per line blocking is provided at no charge upon customer request. This nonrecurring charge would only apply for subsequent requests for Caller ID Blocking (Per Line) for the same customer at the same address.

Provisions and Regulations

1. Caller ID Service and Caller ID Deluxe Service will be offered on a monthly basis only.
2. The nonrecurring charge does not apply to upgrades in service from Caller ID to Caller ID Deluxe.

3.4.6 Call Blocking of 900/976 numbers and Toll Denial Services.

Call Blocking of 900/976 numbers and Toll Denial Services will be provided by the Company in accordance with the requirements of Pa. Title 66 CSA Section 2905.

1. General

Where central office facilities permit, "900/976" Information Service Blocking provides customers the capability to block origination of direct dialed calls to a "900/976" Information Service Number (900/976 – NXX- XXXX)

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)

3.4 Other Services (cont'd)

3.4.6 Call Blocking of 900/976 numbers and Toll Denial Services. (cont'd)

2. Regulations

- a. Blocking is available on individual lines for residence and business customers.
- b. When the blocking is activated, direct dialed calls to all "900/976" Service numbers are blocked
- c. Initial blocking is provided at no charge upon customer request. Subsequent requests for "900/976" Information Services Blocking will be provided at the rates listed below.
- d. Blocking can be provided on a Foreign Exchange access line.
- e. Blocking service may not be available with certain multi-line business arrangements.
- f. There is no charge to remove "900/976" Information Service Blocking.

3. Telephone Message Services

Should CBS provide a commercial, informational, public service or other message for a specific charge billed to the caller by the Company, prior to the presentation of this message, CBS shall warn the caller that the cost of the call will be charged and that the charge will be itemized on the caller's telephone bill. In the event the message requested contains explicit sexual material, the warning preceding the message shall also inform the caller the message contains explicit sexual material.

4. Intrastate services

Before any call can be completed to any telephone message service containing explicit sexual; material, the caller shall obtain an access code number or other personal identification number consisting of not less than nine digits from the Company through written application to the Company. This access code number or personal identification number must be presented to the Company after the warning message and in order to complete the call.

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES.(cont.)

3.4 Other Services (cont'd)

3.4.6 Call Blocking of 900/976 numbers and Toll Denial Services. (cont'd)

5. Dissemination to minors.

Access codes or personal identification numbers obtained to complete calls containing explicit sexual material as defined in 18 Pa.C.S. Section 5903 (relating to obscene and other sexual materials) shall not be issued to a minor. The Company shall exercise all reasonable methods to ascertain that the applicant is not a minor.

6. Telephone Company duties.

The Company will list all telephone calls on the customer telephone bill and shall designate the type or title of message obtained. In addition, the telephone company shall provide, upon request, at no cost to the consumer, the name and address of any telephone service provider.

7. Costs of service

- a. All costs relating to this section shall be borne solely by the Company.
- b. The Company shall provide, in writing, to all telephone companies and competitive interexchange telephone companies providing service in Pennsylvania, its complete telephone number or numbers, including area codes and type or title of service provided. This information will be provided at the time of newly established service, change in service and annually.

8. Blocking Access.

The Company shall, except to the extent that written authorization is required by a customer for availability of access to all or certain types of telephone message services, provide to customers the option of having access to such telephone message services blocked. The Company may not charge the customer any fee or other cost for blocking access to availability of telephone message services unless the Company has already provided such blocking to the customer without fee.

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)

3.4 Other Services (cont'd)

3.4.6 Call Blocking of 900/976 numbers and Toll Denial Services. (cont'd)

9. Rates

“900/976” Information Service Blocking

<u>Residence (Per line)</u>	<u>Service Charges</u>
Initial Request	No Charge
Subsequent Request	\$10.00

Business

Initial Request	No Charge
Subsequent Request, per order	\$15.00
Per Line/Trunk Equipped	\$15.00

3.4.7 IntraLATA Presubscription Implementation Plan

Following is the IntraLATA Presubscription Implementation Plan of the Company, in accordance with Commission Order at Pa. Docket No. I-00940034 as entered October 2, 1997.

- (A) IntraLATA Presubscription is a procedure whereby a customer designates to the Company the IntraLATA Toll Provider (ITP) which the customer wishes to be the carrier of choice for IntraLATA toll calls. Such calls are automatically directed to the designated carrier without the need to use carrier access codes of additional dialing to direct the calls to the designated carrier. IntraLATA presubscription does not prevent a customer, who has presubscribed to the IntraLATA toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative IntraLATA toll carrier on a per call basis.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred IntraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)3.4 Other Services (cont'd)3.4.7 IntraLATA Presubscription Implementation Plan (cont'd)

An ITP must use Feature Group D (FGD) Switched Access Service to qualify as an IntraLATA toll provider unless prior arrangements have been made with or by the Company. IntraLATA toll providers must submit an Access Service Request (ASR) prior to the IntraLATA toll presubscription conversion date or prior to the date on which the carrier proposes to begin participating IntraLATA toll presubscription, unless prior arrangements have been made with the Company.

Selection of an IntraLATA toll provider by an end user is subject to the terms and conditions following.

(B) At the option of the ITP, the non recurring charge for a change in IntraLATA toll presubscription, as provided here in, may be billed to the ITP, instead of the end user. This may involve charges resulting from end user initial free choice PIC changes, as specified in C.1 following. This option for the ITP to be billed for the PIC change charge instead of the end user is not available for orders placed directly via the Company's Business Offices.

(C) Presubscription Charge Application

(1) Existing end users may exercise an initial free presubscription choice, either by contacting the Company or by contacting the ITP directly. The initial free choice must be made within 90 days following implementation of IntraLATA toll presubscription. The charge for the initial free choice will be billed to the new ITP at the discretion of the Company. End users' choices which constitute exercising the free initial choice are:

- Designating an ITP as their primary carrier thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 10XXX, 101XXXX, or other required codes.
- Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all ITP's. This choice can be made by directly contacting the Company.

Following an existing end user's initial free selection, any subsequent selection made during the first 90 days after presubscription or any change made more than 90 days after presubscription is implemented is subject to a non recurring charge as set forth herein.

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)3.4 Other Services (cont'd)3.4.7 IntraLATA Presubscription Implementation Plan (cont'd)(C) Presubscription Charge Application (cont'd)

- (2) New end users who subscribe to service after the presubscription implementation date (including an existing customer who orders an additional line) will be asked to select a primary ITP when they place an order for the Company's Exchange Service. If a customer cannot decide upon an IntraLATA toll carrier at the time, the Company may extend a 30-day period following completion of the service request 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.

Initial free selections available to new end users are:

- Designate an ITP as their primary carrier thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 10XXX, 101XXX, or other required codes.
 - Choose no carrier as a primary carrier thus requiring 10XXX or 101XXX code dialing to access all ITPs. This choice can be made by directly contacting the Company. In addition, new end users that do not select a preferred carrier will be assigned a 'No-PIC.'
 - Following a new end user's initial free selection, any subsequent selection made following implementation of IntraLATA toll presubscription is subject to a non-recurring charge as set forth herein.
- (3) If an ITP elects to discontinue Feature Group D service after implementation of the IntraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users that it is canceling its Feature Group D service, request that the end user select a new ITP, and state that the canceling ITP will pay the PIC change charge as provided herein. The ITP must provide written notification to the Company that this activity has taken place.

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)3.4 Other Services (cont'd)3.4.7 IntraLATA Presubscription Implementation Plan (cont'd)

(C) Presubscription Charge Application (cont'd)

(3) (cont'd)

Following the ITP's discontinuance of service, the Company will bill the canceling ITP the change charge for each end user that is currently designated to the ITP at the time of discontinuance.

- (4) An unauthorized PIC change is a change in the presubscribed IntraLATA toll provider that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in IntraLATA presubscription occurs, the ITP making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided in G.2 following. In addition, the ITP will be assessed the applicable charge for returning the end user to their preferred IntraLATA toll provider.

If an unauthorized change in IntraLATA toll presubscription and interLATA presubscription occurs at the same time, on the same Business/Residence line, and the presubscribed ITP is the same carrier for IntraLATA and interLATA, presubscription change charges as provided herein and the Company's corresponding F.C.C. Access Tariff apply. In addition, the ITP will be assessed the applicable charges for returning the end user to their preferred IntraLATA toll provider as herein and in the Company's corresponding F.C.C. tariff.

(D) Equal Access Recovery Charge

The Equal Access Recovery Charge is a charge to recover the costs that the Company has directly incurred in connection with the implementation of IntraLATA toll presubscription. The Equal Access Recovery Charge is billed to IntraLATA toll providers.

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)

3.4 Other Services (cont'd)

3.4.7 IntraLATA Presubscription Implementation Plan (cont'd)

(E) End User Charge Discrepancy

(1) When a discrepancy is determined regarding an end user's designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described:

- A signed letter of authorization takes precedence over any order other than subsequent, direct consumer contact with the Company.
- When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date/time determines customer choice.
- If an end user denies requesting a change in IntraLATA toll presubscription as submitted by an ITP, and the ITP is unable to produce a letter of authorization, signed by the end user, the ITP will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The ITP will also be assessed the IntraLATA toll presubscription change charge as specified herein, which was previously billed to the end user.

(2) Verification of Orders for Telemarketing

Neither the ITP nor the Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the F.C.C.'s current anti-slamming practice and procedures.

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)3.4 Other Services (cont'd)3.4.7 IntraLATA Presubscription Implementation Plan (cont'd)(F) PIC Switchback Option-Business/Residence

PIC Switchback is an option under which no investigation activities are performed by the Company when an end user denies requesting a change in primary carrier submitted by the ITP. The ITP participating in PIC Switchback will be billed the PIC Switchback charge, and the presubscription change charge, as specified herein, to switch the end user to the end user's previous carrier.

When the Company is contacted by an end user who denies requesting a change in ITP primary carrier, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous ITP at no charge. If this service is made available by the Company, ITP may subscribe to or cancel PIC switchback service on 30 days notice to the Company by submitting a written request. A letter of authorization from the ITP will not be requested or accepted at a later date in the event of dispute of the charges assessed under the PIC Switchback option.

This option in no way relieves the ITP of the F.C.C. requirements for:

- Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or
- Instituting steps to obtain verification of orders submitted to the Company.

In addition, the end user has the option of initiating a complaint to the F.C.C. or the Public Utility Commission concerning unauthorized changes in carrier.

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SECTION 4 SERVICE AREAS

Following are maps of the exchange areas in which Computer Business Sciences, Inc. serves in the following Bell Atlantic - Pennsylvania service areas:

Allentown

Pittsburgh - Central Office District and Zone Boundary Zone 1
 Pittsburgh - Central Office District and Zone Boundary Zone 2
 Pittsburgh - Central Office District and Zone Boundary Zone 3
 Pittsburgh - Central Office District and Zone Boundary Zone 4
 Pittsburgh - Central Office District and Zone Boundary Zone 5
 Pittsburgh - Central Office District and Zone Boundary Zone 6
 Pittsburgh - Central Office District and Zone Boundary Zone 7
 Pittsburgh - Central Office District and Zone Boundary Zone 8
 Pittsburgh - Central Office District and Zone Boundary Zone 10 - McKeesport
 Pittsburgh - Central Office District and Zone Boundary Zone 11 - Pleasant Hills
 Pittsburgh - Central Office District and Zone Boundary Zone 12 - Bethel Park
 Pittsburgh - Central Office District and Zone Boundary Zone 13 - Bridgeville
 Pittsburgh - Central Office District and Zone Boundary Zone 14
 Pittsburgh - Central Office District and Zone Boundary Zone 15 - Coraopolis
 Pittsburgh - Central Office District and Zone Boundary Zone 17 - Perrysville
 Pittsburgh - Central Office District and Zone Boundary Zone 18 - Glenshaw
 Pittsburgh - Central Office District and Zone Boundary Zone 21 - Penn Hills
 Pittsburgh - Central Office District and Zone Boundary Zone 22
 Pittsburgh - Central Office District and Zone Boundary Zone 23 - Irwin
 Pittsburgh - Central Office District and Zone Boundary Zone 16 - Sewickley
 Pittsburgh - Central Office District and Zone Boundary Zone 17 - Perrysville
 Pittsburgh - Central Office District and Zone Boundary Zone 18 - Glenshaw
 Pittsburgh - Central Office District and Zone Boundary Zone 19 - Fox Chapel
 Pittsburgh - Central Office District and Zone Boundary Zone 20 - Oakmont
 Pittsburgh - Central Office District and Zone Boundary Zone 21 - Penn Hills
 Pittsburgh - Central Office District and Zone Boundary Zone 13.22.a. Turtle Creek & b. Monroeville
 Pittsburgh - Central Office District and Zone Boundary Zone 23 - Irwin
 Philadelphia - Central Office District and Zone Boundary Zone 1
 Philadelphia - Central Office District and Zone Boundary Zone 2
 Philadelphia - Central Office District and Zone Boundary Zone 3
 Philadelphia - Central Office District and Zone Boundary Zone 4
 Philadelphia - Central Office District and Zone Boundary Zone 10 - Chester Heights
 Philadelphia - Central Office District and Zone Boundary Zone 11 - Chester
 Philadelphia - Central Office District and Zone Boundary Zone 12 - Media
 Philadelphia - Central Office District and Zone Boundary Zone 13 - Swarthmore
 Philadelphia - Central Office District and Zone Boundary Zone 14 - Darby-Ridley Park-Sharon Hill

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SECTION 4 SERVICE AREAS (cont'd)

Philadelphia – Central Office District and Zone Boundary Zone 17 – Upper Darby
Philadelphia – Central Office District and Zone Boundary Zone 21 – Havertown-Manoa
Philadelphia – Central Office District and Zone Boundary Zone 21 – Havertown-Manoa (cont'd)
Philadelphia – Central Office District and Zone Boundary Zone 22 – Broomall-Newtown Sq.
Philadelphia – Central Office District and Zone Boundary Zone 23 – Cynwyd-Narberth
Philadelphia – Central Office District and Zone Boundary Zone 24 – Ardmore
Philadelphia – Central Office District and Zone Boundary Zone 25 – Bryn Mawr
Philadelphia – Central Office District and Zone Boundary Zone 30 – Norristown
Philadelphia – Central Office District and Zone Boundary Zone 26 – Wayne
Philadelphia – Central Office District and Zone Boundary Zone 28 – Paoli-Malvern-Berwyn
Philadelphia – Central Office District and Zone Boundary Zone 29 – Valley Forge
Philadelphia – Central Office District and Zone Boundary Zone 31 – Conshohocken
Philadelphia – Central Office District and Zone Boundary Zone 32 – Flourtown
Philadelphia – Central Office District and Zone Boundary Zone 33 – Ambler
Philadelphia – Central Office District and Zone Boundary Zone 34 – Cheltenham-Elkins Park-Jenkintown
Philadelphia – Central Office District and Zone Boundary Zone 37 – Bethayres-Huntingdon Valley
Philadelphia – Central Office District and Zone Boundary Zone 38 – Willow Grove
Philadelphia – Central Office District and Zone Boundary Zone 39 – Harboro
Philadelphia – Central Office District and Zone Boundary Zone 40 – Feasterville-Churchville
Philadelphia – Central Office District and Zone Boundary Zone 41 – Eddington-Cornwells Heights
Philadelphia – Central Office District and Zone Boundary Zone 42 – Bristol
Philadelphia – Central Office District and Zone Boundary Zone 43 – Langhorne
Philadelphia – Central Office District and Zone Boundary Zone 44 – Levittown
Philadelphia – Central Office District and Zone Boundary Zone 45 – Warrington

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SECTION 4 SERVICE AREAS (cont'd)

*maps same as before for
next 60 pages*

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EXPLANATION OF SYMBOLS

I – Increase in rates
D – Decrease in rates
C - Change

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ACCESS SERVICE

1.0 RATE DESCRIPTIONS

Schedule 8: Number Portability, (Contd.)

2. Regulations, (cont'd.)

- (C) End to end transmission characteristics may vary depending on the distance and routing necessary to complete calls over facilities and the fact that another carrier is involved in provisioning of service.

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ACCESS SERVICE

1.0 RATE DESCRIPTIONS

Schedule 9: Local Interconnection Service

I. General

Until directed by the Pa. P.U.C., or until the Company and the interconnecting Local Exchange Carrier come to a mutual agreement to implement this service - whichever comes first - local interconnection will be paid "in kind", an arrangement known as Bill and Keep. The provisions contained in this rate schedule do not apply to Bill and Keep arrangements.

Local Interconnection Service is an offering providing access to the Company's end office switches in the terminating direction only, for use by authorized providers of local exchange telephone service for the completion of local exchange and toll calls that originate and terminate in the Commonwealth of Pennsylvania. Local Interconnection Service must be provided to a Point of Interface (POI) which will be established by the Company and the Customer at a location within the Commonwealth of Pennsylvania and in the same LATA as the Company end office at which the local exchange call will terminate.

2. Regulations

- (A) The Company may request an annual audit of the authorized local exchange provider billings for Local Interconnection Services (calls originating from the Company's end user to the authorized local exchange provider's end user). The audit requirement is needed to ensure accurate billing of non-local exchange calls.
- (B) Where jurisdiction can be determined, the Company will bill the Customer usage charges based on call detail. To the extent that the Company is unable to determine jurisdiction, the Customer shall provide the percent of intraLATA usage that is Toll. Such a percentage will be provided for each trunk group to each POI. The remainder of the usage for each trunk group will be determined to be local usage. See Rule No.17 for Jurisdictional Reports.

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I N T E R
O F F I C E

MEMO

March 9, 2000

Subject: A-310832F0002; Joint Petition of Bell Atlantic and Computer Business Sciences, Inc. d/b/a CBS for Approval of an Interconnection Agreement

To: James J. McNulty
Secretary

From: Cheryl Walker Davis, Director
Office of Special Assistants

*OK to close
92 3/30/00*

On September 22, 1999, the above-captioned Petition was filed with the Commission and on November 19, 1999, an Opinion and Order was entered approving the Interconnection Agreement. Please be advised that on December 7, 1999, Bell filed a letter stating that a true and correct copy of the Agreement was filed with the original Petition and it is not necessary to file another copy. Accordingly, please mark this proceeding as closed with respect to the Interconnection Agreement.

If you have any questions concerning this information, please feel free to contact me.

DOCKETED
MAR 27 2000

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FOLDER