

1. REPORT DATE: 00/00/00 :
 2. BUREAU: FUS :
 3. SECTION(S): : 4. PUBLIC MEETING DATE:
 5. APPROVED BY: : 00/00/00
 DIRECTOR: :
 SUPERVISOR: :
 6. PERSON IN CHARGE: : 7. DATE FILED: 10/01/01
 8. DOCKET NO: A-311140 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: AT&T BROADBAND PHONE OF PA LLC

COMP/APP COUNTY:

UTILITY CODE: 311140

ALLEGATION OR SUBJECT

APPLICATION OF AT&T BROADBAND PHONE OF PENNSYLVANIA LLC FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY TELECOMMUNICATIONS SERVICES AS A RESELLER OF TOLL SERVICES TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA.

DOCUMENT
FOLDER

DOCKETED
OCT 03 2001



Robert C. Barber
Senior Attorney

Room 3D
3033 Chain Bridge Road
Oakton, VA 22185
703 691-6061
FAX 703 691-6093
EMAIL rcbarber@att.com

October 1, 2001

ORIGINAL

BY HAND

Mr. James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

DOCUMENT
FOLDER

Re: Application of AT&T Broadband Phone LLC for a Certificate of
Public Convenience to begin to offer, render, furnish or supply
InterLATA and IntraLATA Interexchange Telecommunications
Services to the public in the Commonwealth of Pennsylvania
Docket No. A- 31140 - Reseller of Toll

Services

Application of AT&T Broadband Phone LLC for a Certificate of
Public Convenience to begin to offer, render, furnish or supply
Competitive Access Provider Services
in the Commonwealth of Pennsylvania
Docket No. A- _____

Application of AT&T Broadband Phone LLC for a Certificate of
Public Convenience to begin to offer, render, furnish or supply
Competitive Local Exchange Telecommunications
Services to the public in the Commonwealth of Pennsylvania
Docket No. A- _____

Dear Mr. McNulty:

Enclosed for filing in the above-referenced proceeding are the original
and three (3) copies of the Application of AT&T Broadband Phone of
Pennsylvania, LLC. Also enclosed is a check in the amount of \$250.00,
made payable to the Commonwealth of Pennsylvania.

SECRETARY'S BUREAU
P.A.P.U.C.

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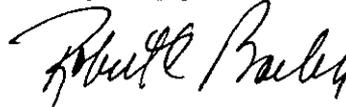
2

Mr. James McNulty, Secretary
October 1, 2001
Page 2 of 2

Copies of the enclosed application have been served on the Office of Consumer Advocate, the Office of Small Business Advocate, the Office of the Attorney General, and on the specific incumbent local exchange carriers implicated by this application.

Please contact me if you have any questions regarding this submission.

Very truly yours,



Robert C. Barber

Enclosures

cc: (w/ encl)
Service List

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SECRETARY'S BUREAU

DOCKETED

OCT 03 2001

ORIGINAL

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Application of :
AT&T BROADBAND PHONE :
OF PENNSYLVANIA, LLC :
for a Certificate of Public :
Convenience to begin to offer, :
render, furnish, or supply :
InterLATA and IntraLATA Interexchange :
Telecommunications Services to the public :
in the Commonwealth of Pennsylvania :

Docket No. A-

311140
Reseller of
Toll
Services

In re: Application of :
AT&T BROADBAND PHONE :
OF PENNSYLVANIA, LLC :
for a Certificate of Public :
Convenience to begin to offer, :
render, furnish, or supply :
Competitive Access Provider Services :
in the Commonwealth of Pennsylvania :

Docket No. A-

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SECRETARY'S BUREAU

In re: Application of :
AT&T BROADBAND PHONE :
OF PENNSYLVANIA, LLC :
for a Certificate of Public :
Convenience to begin to offer, :
render, furnish, or supply :
Competitive Local Exchange :
Telecommunications Services to the public :
in the Commonwealth of Pennsylvania :

Docket No. A-

**APPLICATION OF
AT&T BROADBAND PHONE OF PENNSYLVANIA, LLC**

To Pennsylvania Public Utility Commission:

AT&T Broadband Phone of Pennsylvania, LLC. ("AT&T Broadband"), by its attorneys, respectfully applies to this Commission pursuant to 66 Pa. C.S. §§ 1102, 1103 and 3009, to 52 Pa. Code §§ 3.551 A(2) and 5.11, and to the

Telecommunications Act of 1996, for a certificate of public convenience and necessity which will permit AT&T Broadband: (1) to InterLATA and IntraLATA Interchange ("IXC") services throughout the Commonwealth of Pennsylvania; (2) to provide Competitive Access Provider ("CAP") services in Pennsylvania; and (3) to provide facilities-based competitive residential and business local exchange telecommunications services in the service territories of Verizon Pennsylvania Inc., Verizon North, Inc., ALLTEL Pennsylvania Inc., Armstrong Telephone Company-Pennsylvania, The Bentleyville Telephone Company, Citizens Telephone Company of Kecksburg, Hickory Telephone Company, Marianna & Scenery Hill Telephone Company, North Pittsburgh Telephone Company, and Yukon Waltz Telephone Company.

The cable telephony services contemplated under this Application are currently being provided by AT&T Broadband's affiliates, AT&T Communications of Pennsylvania, Inc. and TCG Pittsburgh, under certificates previously approved and issued by this Commission. In particular, the Commission authorized AT&T Communications of Pennsylvania, Inc. and TCG Pittsburgh to provide facilities-based competitive local exchange services in the service territories of the same eight independent telephone companies implicated here in its April 10, 2001 Opinion and Order in *Application of AT&T Communications of Pennsylvania, Inc. and TCG Pittsburgh to Amend their Certificates of Public Convenience to Begin to Offer, Render, Furnish or Supply Facilities-Based Competitive Local Exchange Telecommunications Services in the Service Territories of ALLTEL Pennsylvania Inc., Armstrong Telephone Company-Pennsylvania, The Bentleyville Telephone Company, Citizens Telephone*

Company of Kecksburg, Hickory Telephone Company, Marianna & Scenery Hill Telephone Company, North Pittsburgh Telephone Company, and Yukon Waltz Telephone Company, Docket Nos. A-310125F0002 and A-310213F0002. As such, the Commission has already effectively determined the necessity for the services contemplated under this Application, as well as AT&T Broadband's fitness to provide them.

In support of this Application, AT&T Broadband sets forth the following:

1. The name and address of Applicant is:

AT&T Broadband Phone of Pennsylvania, LLC
188 Inverness Drive West
Englewood, CO 80112
Phone # (303) 858-3000
Fax # (303) 858-5465

Please identify any predecessors of the Applicant and provide other names under which the Applicant has operated within the preceding five years, including name, address, and telephone number.

AT&T Broadband is a new corporate entity. However, the services it intends to provide currently are provided by its affiliates, AT&T Communications of Pennsylvania Inc. and TCG Pittsburgh.

2. The name and addresses of Applicant's attorneys are:

Robert C. Barber
Stephanie Baldanzi
3033 Chain Bridge Road
Oakton, VA 22185
(703) 691-6061

and

Daniel Clearfield
Alan C. Kohler
Wolf, Block, Schorr and Solis-Cohen
Locust Court, Suite 300
212 Locust Street
Harrisburg, PA 17101
(717) 237-7160

3. **CONTACTS:**

A) Questions about this application should be addressed to

Robert C. Barber
3033 Chain Bridge Road
Oakton, VA 22185
(703) 691-6061

**B) PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY
(PEMA) should contact:**

Thom Selleck
AT&T Local Network Services
Regional 911 Manager
211 N. Utica Avenue
N. Massapequa, New York 11758
voice: 516-777-3899
fax: 516-777-4611
email: sellectj@att.com

**C) The initial point(s) of contact for resolving complaints and
queries filed with the Public Utility Commission or other
agencies are:**

Vince Apruzzese
Manager
1200 Peachtree Street, 8th Floor
Atlanta, Georgia 30309
voice: 404-810-7623
fax: 404-877-7690
email: vincea@att.com

4. **FICTITIOUS NAME:**

The Applicant will not be using a fictitious name.

5. Business Entity And Department Of State Filings

The applicant is a foreign limited liability company (15 Pa. C.S. Sec.8981). The company's April 24, 2001 application with the Commonwealth of Pennsylvania's Department of State for Registration as a Foreign Limited Liability is attached. The name and address of the Corporate Registered Office Provider is reflected on that application. The attached Certificate of Formation also demonstrates proof of compliance with appropriate Department of State filing requirements.

Additionally, provide a copy of the Applicant's Articles of Incorporation or a Certificate of Organization.

See attached Limited Liability Company Agreement of AT&T Broadband Phone of Pennsylvania, LLC.

6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

AT&T Broadband Phone of PA, LLC. has the following affiliates, which have been certificated by the Commission to provide telecommunications services by within Pennsylvania:

AT&T Communications of Pennsylvania, Inc., certificate issued at Docket No. A-310125F0002.

TCG Pittsburgh, certificate issued at Docket No. A-310213.

TCG Delaware Valley, Inc., certificate issued at Docket No. A-310258F0002.

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

The Applicant has affiliates nationwide that render public utility service outside Pennsylvania. Below is a list of other AT&T Broadband entities that provide service outside Pennsylvania or have applications pending to do so

Authorized to provide service outside of Pennsylvania

AT&T Broadband Phone of California, LLC
AT&T Broadband Phone of Colorado, LLC
AT&T Broadband Phone of Florida, LLC
AT&T Broadband Phone of Georgia, LLC
AT&T Broadband Phone of Massachusetts, LLC

AT&T Broadband Phone of Minnesota, Inc.
AT&T Broadband Phone of New Hampshire, LLC
AT&T Broadband Phone of Oregon, LLC
AT&T Broadband Phone of Washington, LLC
MediaOne Telecommunications of Virginia, Inc.*

Applications for CPCN Filed and Pending Approval
AT&T Broadband Phone of Connecticut, Inc.
AT&T Broadband Phone of Illinois, LLC
AT&T Broadband Phone of Texas, LLC

8. APPLICANT'S PRESENT OPERATIONS:

The applicant is not presently doing business in Pennsylvania as a public utility. However, the cable telephony services that the Applicant intends to provide under its certificate are currently being provided by AT&T Communications of Pennsylvania, Inc., under a certificate issued at Docket No. A-310125F0002, and TCG Pittsburgh, under a certificate issued at Docket No. A-31-213F0002.

9. APPLICANT'S PROPOSED OPERATIONS:

The Applicant intends to operate as: (1) an Interexchange Toll Reseller and Facilities-based carrier, for both InterLATA and IntraLATA services; (2) a Competitive Access Provider; and (3) a facilities-based Competitive Local Exchange Carrier.

10. PROPOSED SERVICES:

AT&T Broadband seeks authority to offer facilities-based local and long distance telephony using its own cable facilities in areas of western Pennsylvania. These services currently are being provided in those areas through AT&T Communications of Pennsylvania, Inc. and TCG Pittsburgh. AT&T Broadband's provision of these services will begin as soon as possible after Commission approval of this petition, as well as Commission approval of the petition of AT&T Broadband and AT&T Communications of Pennsylvania, Inc., under 66 Pa. C.S. §1102(a)(3) for approval of the transfer of certain assets, and of the petition of AT&T Broadband and AT&T Local Network Services under 66 Pa.C.S. §§2101 et seq. for approval of an affiliated interest agreement, which are being filed with the Commission separately.

As market conditions and opportunities develop and permit, AT&T will expand its offerings to include a full range of services for both business and residential customers.

11. SERVICE AREA:

The IXC authority sought in this petition is statewide. The CAP and CLEC authority requested encompasses the service territories of Verizon Pennsylvania Inc., Verizon North, Inc., ALLTEL Pennsylvania Inc., Armstrong Telephone Company-Pennsylvania, The Bentleyville Telephone Company, Citizens Telephone Company of Kecksburg, Hickory Telephone Company, Marianna & Scenery Hill Telephone Company, North Pittsburgh Telephone Company, and Yukon Waltz Telephone Company.

12. MARKET:

AT&T Communication of Pennsylvania and TCG Pittsburgh currently provide this competitive local exchange service and interexchange service to residential and small business customers throughout the area where AT&T's cable telephony facilities exist. AT&T Broadband intends to provide service to the same market.

13. PROPOSED TARIFF(S):

See attached illustrative tariffs. These tariffs are virtually identical to those currently approved and on file for the cable telephony services currently provided by AT&T Communications of Pennsylvania, Inc. and TCG Pittsburgh.

14. FINANCIAL:

AT&T Broadband is a subsidiary of AT&T Corp., and as such clearly possesses the financial resources and expertise necessary to provide such services. In fact, the Presiding Officer considering AT&T Communications of Pennsylvania, Inc. and TCG Pittsburgh's application to amend their certificates to provide cable telephony services in the territories of the eight independent telephone companies implicated by this application found that "AT&T and TCG possess the requisite financial resources to provide reliable competitive local exchange service in the ILECs' service territories." Recommended Decision of Administrative Law Judge Robert P. Meehan, Docket Nos. A-310125F0002 and A-310213F0002, Sept. 6, 2000, at 5. The Commission subsequently adopted that finding. Opinion and Order, Docket Nos. A-310125F0002 and A-310213F0002, April 10, 2001, at 28.

Further information confirming AT&T Broadband's financial fitness can be found in AT&T Corp.'s March 28, 2001 Form 8K financial statement, which is attached.

The Applicant's custodian for accounting records and supporting documentation is Scott MacDonald, VP/Controller of AT&T Broadband, 183 Inverness Drive West, Englewood, CO 80112, (720) 267-2255.

15. START DATE:

AT&T Broadband Phone of PA proposes to begin offering services under the requested certificate as soon as possible after approval of this application, and of the petition of AT&T Broadband and AT&T Communications of Pennsylvania, Inc., under 66 Pa. C.S. §1102(a)(3) for approval of the transfer of certain assets, and of the petition of AT&T Broadband and AT&T Local Network Services under 66 Pa.C.S. §§2101 et seq. for approval of an affiliated interest agreement, which are being filed with the Commission separately.

16. FURTHER DEVELOPMENTS:

In addition to approval of a certificate of public convenience and necessity, AT&T Broadband requests approval of the following petitions, which are being filed separately:

- (1) Application of AT&T Broadband Phone of Pennsylvania, LLC, AT&T Communications of Pennsylvania, Inc., and TCG Pittsburgh for Approval of Transfer of Property.
- (2) Application for Approval of Affiliated Interest Agreement Between AT&T Broadband Phone of Pennsylvania, Inc. and AT&T Local Network Services.

In an abundance of caution, AT&T Broadband also requests a waiver of the Commission's guidelines regarding changes in service providers. Those "anti-slamming" guidelines do not appear to have been intended to apply to an intra-company transfer of customers, but rather are intended to protect customers from being inadvertently or intentionally switched from one carrier to a wholly separate carrier without prior customer authorization. Consequently, the guidelines do not apply to the circumstances at hand, in which residential and small business customers that currently receive service from AT&T Broadband's affiliates, AT&T Communications of Pennsylvania, Inc. and TCG Pittsburgh, will, upon Commission approval of this application and the related petition described above, will receive the same services over the same facilities from AT&T Broadband.

Nonetheless, in an abundance of caution, AT&T Broadband requests that it be granted a waiver of these rules in this instance. Such a waiver is justified by the fact that the transfer of customers here involves affiliated entities, and will be essentially transparent to the customers involved, with no disruption in service or other material adverse impact.¹ Moreover, the effort that would be involved with obtaining prior authorization in accordance with the guidelines for each and every one of the customers currently being served by AT&T Communications of Pennsylvania and TCG Pittsburgh would be monumental. Finally, those customers already have authorized AT&T to provide local service when they switched from their previous carriers. Accordingly, to the extent the Commission deems the guidelines to be implicated by this application, it should grant AT&T Broadband a formal waiver of the requirement for prior customer authorization in connection with the transfer of customers to AT&T Broadband.

17. NOTICE:

Pursuant to 52 Pa. Code §5.14, a copy of the signed and verified Application, with attachments, has been served on the below-listed public parties.

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

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

Office of the Attorney General
Office of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

In addition, copies of the application have been served on the incumbent local exchange companies whose service territories are implicated herein. Proof of such service is included with this application and will be filed with this Commission.

¹ A small percentage of customers who currently receive rewards, such as airline miles, in connection with their long distance usage will no longer receive those rewards. Customers will be notified of this change. AT&T Broadband is exploring instituting its own rewards programs going forward.

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

N/A

19. **COMPLIANCE:**

Neither the Applicant, its affiliates, predecessors nor any person identified in this Application has been convicted of a crime involving fraud or similar activity.

20. **FALSIFICATION:**

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

21. **CESSATION:**

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

WHEREFORE, AT&T Broadband Phone of Pennsylvania, LLC respectfully requests that the Commission:

1. Grant AT&T Broadband Phone of Pennsylvania, LLC's Application for certification to provide interexchange ("IXC") service, both interLATA and intraLATA, in the Commonwealth of Pennsylvania.
2. Grant AT&T Broadband Phone of Pennsylvania, LLC's Application for certification to provide service as a Competitive Access Provider ("CAP") in the service territories of Verizon Pennsylvania Inc., Verizon North, Inc., ALLTEL Pennsylvania Inc., Armstrong Telephone Company-Pennsylvania, The Bentleyville Telephone Company, Citizens Telephone Company of Kecksburg, Hickory Telephone Company, Marianna & Scenery Hill Telephone Company, North Pittsburgh Telephone Company, and Yukon Waltz Telephone Company.

3. Grant AT&T Broadband Phone of Pennsylvania, LLC's Application for certification to provide facilities-based competitive local exchange services in the service territories of Verizon Pennsylvania Inc., Verizon North, Inc., ALLTEL Pennsylvania Inc., Armstrong Telephone Company-Pennsylvania, The Bentleyville Telephone Company, Citizens Telephone Company of Kecksburg, Hickory Telephone Company, Marianna & Scenery Hill Telephone Company, North Pittsburgh Telephone Company, and Yukon Waltz Telephone Company.
4. Grant the waivers requested herein; and
4. Grant such other relief as it deems necessary and appropriate.

Respectfully submitted,

**AT&T BROADBAND PHONE
OF PENNSYLVANIA, LLC.**

By Its Attorneys,



Robert Barber
Stephanie Baldanzi
3033 Chain Bridge Road
Oakton, VA 22185
(703) 691-6061

Of counsel:
Mark Keffer

Daniel Clearfield
Alan Kohler
Wolf Block Schorr & Solis-Cohen
Locust Court, Suite 300
212 Locust Street
Harrisburg, PA 17101
(717) 237-7160

PA: P.U.C.
SECRETARY'S BUREAU

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Dated: October 1, 2001

AFFIDAVIT

[Commonwealth/State] of _____ :
County of _____ :

ss.

WILLIAM K. MOSCA JR., Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/She] is the CHIEF COUNSEL-TELEPHONE (Office of Affiant) of AT&T BROADBAND PHONE (Name of Applicant;)

That [he/she] is authorized to and does make this affidavit for said corporation;

That AT&T BROADBAND PHONE OF PA, the Applicant herein, acknowledges that [he/she/it] may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; with the Federal Telecommunications Act of 1996, signed February 6, 1996, or with other applicable statutes or regulations;

That **AT&T Broadband Phone of Pennsylvania, Inc.**, the Applicant herein, asserts that [he/she/it] possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That **AT&T Broadband Phone of Pennsylvania, Inc.**, the Applicant herein, asserts that [he/she/it] has contacted the appropriate 911 Coordinator(s), and that arrangements are under way for the provisioning of emergency 911 service in each of the Counties/Cities where service is to be provided.

That the facts above set forth are [true and correct] to the best of [his/her] knowledge, information and belief, and that [he/she] expects said entity to be able to prove the same at any hearing thereof.

William K. Mosca Jr.
Signature of Affiant

Sworn and subscribe before me this 26th day of September, 2001.

Patricia A. Perhac
Signature of official administering oath

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VERIFICATION

William K. Mosca, Jr., states that he is Chief Counsel-Telephony, of AT&T Broadband Phone LLC; that he is authorized to and does make this verification for AT&T Broadband Phone of Pennsylvania, LLC; and that the facts set forth above are true and correct to the best of his knowledge, information and belief and he expects the same AT&T Broadband Phone of Pennsylvania, LLC to be able to prove the same at any hearing hereof. This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

William K. Mosca Jr
William K. Mosca, Jr.

Dated: 10/1/01

SECRETARY'S BUREAU
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CERTIFICATE OF SERVICE
Application of AT&T Broadband Phone of Pennsylvania, LLC
Docket Nos. A-_____

The undersigned certifies that true and correct copies of the Application of AT&T Broadband Phone of Pennsylvania, LLC were caused to be served on this date upon the persons listed below by first class mail, postage prepaid, in accordance with the requirements of 52 Pa. Code Sections 1.54 and 1.55 of the Commission's rules.

Julia A. Conover, Esq.
Verizon Pennsylvania Inc.
Verizon North Inc.
1717 Arch Street, 32N
Philadelphia, PA 19103

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

Office of Attorney General
Office of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

Office of Small Business Advocate
Suite 1102 Commerce Building
300 N. Second St.
Harrisburg, PA 17101

D. Mark Thomas, Esq.
Patricia Armstrong, Esq.
Thomas, Thomas, Armstrong & Niesen
Locust Court Building
212 Locust Street, P.O. Box 9500
Harrisburg, PA 17108-9500

Lillian Harris, Esq.
Norman J. Kennard, Esq.
Malatesta Hawke & McKeon
100 N. Tenth St.
P.O. Box 1778
Harrisburg, PA 17105

Jay L. Sedwick, President
Armstrong Telephone Company – PA
One Armstrong Place
Butler, PA 16001

Jim Lauffer, President
ALLTEL Pennsylvania, Inc.
201 N. Jefferson Street
Kittanning, PA 16201

Richard J. D'Antonio
President & CEO
The Bentleyville Telephone Company
608 Main Street
Bentleyville, PA 15314

Richard K. Cutrell,
President/Treasurer
Citizens Telephone Co. of Kecksburg
P.O. Box 156
Route 982
Mammoth, PA 15664-0156

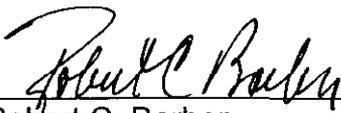
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SECRETARY'S BUREAU

Grier Adamson, CEO, Treasurer
Hickory Telephone Company
P.O. Box 426
75 Main Street
Hickory, PA 15340

Scott Horne, President
Marianna & Scenery Hill Tel. Co.
P.O. Box 308
Marianna, PA 15345

H.R. Brown
President & General Manager
North Pittsburgh Telephone Co.
4008 Gibsonia Road
Gibsonia, PA 15044-9311

Mrs. Ethel M. Rocker, President
Yukon Waltz Telephone Co.
Box 398 (Huntington Road)
Yukon, PA 15698



Robert C. Barber

Dated: October 1, 2001

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Filed with the Department of State on

Kim Fitzgerald

Secretary of the Commonwealth

Entity Number 2001464

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PA. P.J.C. SECRETARY'S BUREAU

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

DSCB:15-8991 (Rev 95)

In compliance with the requirements of 15 Pa.C.S. § 8981 (relating to registration), the undersigned foreign limited liability company, desiring to register to do business in this Commonwealth, hereby states that:

1. The name of the limited liability company is: AT&T Broadband Phone of Pennsylvania, LLC

2. (If the name set forth in paragraph 1 is not available for use in this Commonwealth, complete the following): The name under which the limited liability company proposes to register and do business in this Commonwealth is:

3. The name of the jurisdiction under the laws of which the limited liability company was organized and the date of its formation are:

Jurisdiction: Delaware Date of Formation: February 20, 2001

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

(a) _____
Number and Street City State Zip County
(b) c/o: C T Corporation System Philadelphia
Name of Commercial Registered Office Provider County

For a limited liability company represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited liability company is located for venue and official publication purposes.

5. (Check and complete one of the following):
 The address of the office required to be maintained by it in the jurisdiction of its organization by the laws of that jurisdiction is: c/o The Corporation Trust Company
1209 Orange Street, Wilmington, DE 19801
Number and Street City State Zip

It is not required by the laws of its jurisdiction of organization to maintain an office therein and the address of its principal office is:

Number and Street City State Zip

6. (Strike out if inapplicable): The company is a restricted professional company organized to render the following restricted professional service(s):
N/A

PA. DEPT. OF STATE
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200132-898

DSCB:15-8981 (Rev 95)-2

IN TESTIMONY WHEREOF, the undersigned limited liability company has caused this Application for Registration as a Foreign Limited Liability Company to be signed by a duly authorized member or manager thereof this 16th day of April 2001

AT&T Broadband Phone of Pennsylvania, LLC

(Name of Limited Liability Company)

BY:

Maryann N. McLaughlin

(Signature)

TITLE: Assistant Secretary

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "AT&T BROADBAND PHONE OF PENNSYLVANIA, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF FEBRUARY, A.D. 2001, AT 4:30 O'CLOCK P.M.



3359013 8100

010083579

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 0981826

DATE: 02-21-01

FEB-20-2001 06:44

CT CORPORATION

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 02/20/2001
010083579 - 3359013

CERTIFICATE OF FORMATION

OF

AT&T Broadband Phone of Pennsylvania, LLC

This Certificate of Formation of AT&T Broadband Phone of Pennsylvania, LLC (the "Company"), dated February 20, 2001 is being duly executed and filed by Steven Garfinkel, as an authorized person, to form a limited liability company under the Delaware Limited Liability Act (6 Del. C. §18-201, *et seq.*).

FIRST. The name of the limited liability company is AT&T Broadband Phone of Pennsylvania, LLC.

SECOND. The address of the registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801.

THIRD. The name and address of the registered agent for service of process on the Company in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801.

FOURTH. This Certificate of Formation shall be effective on the date of filing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of AT&T Broadband Phone of Pennsylvania, LLC this 20th day of February, 2001.

By: /s/ Steven Garfinkel
Steven Garfinkel
Authorized Person

RECEIVED

LIMITED LIABILITY COMPANY AGREEMENTPA.P.U.C. OF
SECRETARY'S BUREAU**AT&T Broadband Phone of Pennsylvania, LLC**

This **Limited Liability Company Agreement** ("Agreement") is entered into as of February 20, 2001 by AT&T Corp. as the initial member (the "Member") of AT&T Broadband Phone of Pennsylvania, LLC (the "Company") to set forth provisions for the administration and regulation of the affairs of the Company:

1. **Formation**. The Company was formed on February 20, 2001, by filing a Certificate of Formation with the Delaware Secretary of State pursuant to the Delaware Limited Liability Company Act, currently existing and as it may be amended, (the "Act") by an authorized person on behalf of AT&T Corp.
2. **Company Name**. The business of the Company will be conducted under the name "AT&T Broadband Phone of Pennsylvania, LLC" or any other name or tradename determined by the Manager (as hereinafter defined) in accordance with applicable law.
3. **Office and Agent**. The initial registered office of the Company in Delaware will be at 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, and its registered agent will be The Corporation Trust Company.
4. **Foreign Qualification**. From time to time, the Company will apply to the appropriate state officers for a certificate of authority to transact business in any state or jurisdiction where it conducts business, as appropriate.
5. **Term**. The term of the Company will be effective from the date its Certificate of Formation is filed with the Delaware Secretary of State and will continue in perpetuity, unless and until a dissolution occurs and a Certificate of Cancellation is filed with the Delaware Secretary of State after the completion of the winding up of the Company as provided in the Act.
6. **Member**. The name and the mailing address of the Member are set forth on Schedule A attached hereto. Upon the effective date of this Agreement, the Member shall be deemed admitted as a member of the Company, and the Member shall have the power to exercise any and all rights or powers granted to the Member pursuant to the express terms of this Agreement and the Act.
7. **Purpose**. The Company may engage in any lawful business for which limited liability companies may be formed under the Act, subject to any provisions of law

governing or regulating such business.

8. Ownership Interest. An ownership interest ("Ownership Interest") in the Company includes the Member's right to receive profits, losses and distributions, and to vote or consent with respect to any action subject to the Member's approval, as well as all obligations imposed upon the Member under the Act or this Agreement. The Member initially holds 100% of the Ownership Interests in the Company.

9. Transferees. The Member may freely transfer all or any part of such Member's Ownership Interest. Any transferee will, without further act, succeed to all of the benefits and burdens of such Ownership Interest as a substitute Member to the extent of the Ownership Interest transferred. Each transferee of an Ownership Interest, without further act, will automatically be admitted to the Company as a Member under the Act. If the Member transfers all of its Ownership Interest, the Member shall cease to be a member of the Company immediately after the admission of the transferee as a substitute Member and the business of the Company shall continue without dissolution.

10. Powers. The Company has all of the powers granted to a limited liability company under the Act, as well as all powers necessary or convenient to achieve its purposes and to further its business.

11. Management.

(a) **Manager.** All management rights and powers are vested in the initial Member, who is the "manager" for purposes of the Act (the "Manager"). If the Member is the only member of the Company at the time that it transfers all of its Ownership Interest to a single transferee, the transferee will be the Manager. The Manager is an agent of the Company for the purpose of its business. The act of the Manager binds the Company. No third party dealing with the Company will be required to ascertain whether the Manager is acting within the scope of the Manager's authority.

(b) **Appointment of Officers.** The Manager may, from time to time as it deems advisable, appoint officers of the Company (the "Officers") and assign in writing titles (including, without limitation, President, Vice President, Secretary and Treasurer) to any such person. Unless the Manager decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office, including, to the extent applicable, the power to bind the Company. Any delegation pursuant to this Section may be revoked at any time by the Manager. The initial Officers are listed on Schedule B attached hereto.

(c) **Duties of Officers.** The Officers will take all actions, which are necessary and appropriate to conduct the day-to-day operations of the Company's business

subject to the supervision of the Manager. Any Officer may be removed by the Manager at any time with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an Officer shall not, of itself, create contract rights.

(d) Stock of Other Corporations or Other Interests. Unless otherwise ordered by the Manager, each of the President, any Vice President and the Secretary, and such attorneys or agents of the Company as may be from time to time authorized by the Manager or the President, shall have full power and authority on behalf of this Company to attend and to act and vote in person or by proxy at any meeting of the holders of securities of any corporation or other entity in which this Company may own or hold shares or other securities, and at such meetings shall possess and may exercise all the rights and powers incident to the ownership of such shares or other securities which this Company, as the owner or holder thereof, might have possessed and exercised if present. Each of the President, any Vice President the Secretary, and such attorneys or agents may also execute and deliver on behalf of the Company powers of attorney, proxies, consents, waivers and other instruments relating to the shares or securities owned or held by the Company.

12. Indemnification.

(a) General. To the fullest extent permitted by law, the Company will indemnify the Manager (which, for purposes of this Section, will include any Person who is a member of the board of directors of the Manager (or who formerly held such status)) and the Member from and against any and all loss, damage, expense (including reasonable fees and expenses of attorneys and other advisors and any court costs incurred by the Manager or the Member or liability incurred in any Proceeding to which the Manager or the Member is made a party) because such Person was the Manager or the Member or such Person acted or failed to act with respect to the business or affairs of the Company if (i) such Person acted in good faith, (ii) such Person reasonably believed that its conduct in an official capacity was in the Company's best interests or, if the conduct was not in an official capacity, that its conduct was at least not opposed to the Company's best interests and (iii) such Person, in the case of any criminal Proceeding, had no reasonable cause to believe its conduct was unlawful. For purposes of this Section, "Person" means a human being or a corporation, partnership, limited liability company, trust, unincorporated organization, association or other entity. For purposes of this Section, "Proceeding" means any threatened, pending, on-going, or completed action, suit or proceeding, whether formal or informal, and whether civil, administrative, investigative or criminal.

(b) Exception. Notwithstanding the general rule stated in (a), the Company will not indemnify any Person in connection with (i) any Proceeding by or in right of the Company in which the Manager or the Member was adjudged liable to the Company, or (ii) in connection with any Proceeding charging improper personal benefit to the

Manager or the Member (whether or not involving action in an official capacity) in which such Person was adjudged liable on the basis that personal benefit was improperly received.

(c) **Expense Advancement.** With respect to the reasonable expenses incurred by the Manager or the Member who is a party to a Proceeding, the Company may provide funds to such Person in advance of the final disposition of the Proceeding if (i) the Manager or the Member furnishes the Company with such Person's written affirmation of a good-faith belief that it has met the standard of conduct described in (a), (ii) the Manager or the Member agrees in writing to repay the advance (with simple interest at the prime rate of the Company's principal bank) if it is determined that such person has not met such standard of conduct and (c) the Company determines that, based on then known facts, indemnification is permissible under this Section.

(d) **Insurance.** The indemnification provisions of this Section do not limit the Manager's or the Member's right to recover under any insurance policy maintained by the Company. If, with respect to any loss, damage, expense or liability described in (a), the Manager or the Members receives an insurance policy indemnification payment which, together with any indemnification payment made by the Company, exceeds the amount of such loss, damage, expense or liability, then such Person will immediately repay such excess to the Company.

(e) **Indemnification of Others.** To the same extent that the Company will indemnify and advance expenses to the Manager or the Member, the Company will indemnify and advance expenses to any Officer. The Company, in its discretion, may indemnify and advance expenses to any employee or agent of the Company to the same extent as an Officer.

13. Capital Contributions. The Member has contributed or is deemed to have contributed to the capital of the Company the amount set forth opposite the Member's name on Schedule A attached hereto. No additional contribution of capital will be required from the Member unless otherwise required by law.

14. Cash Reserves. The Manager may establish and maintain reasonable cash reserves for operating expenses (other than depreciation, amortization or similar non-cash allowances), reinvestments, capital improvements and debt service. The amount of such reserves will be as the Manager may determine.

15. Distributions. Distributions of cash or other property to the Member will be made as the Manager may determine. Distributions may be made out of profits (either current or accumulated) or capital, or both.

16. Distribution Limitation. Notwithstanding any other provision of this Agreement, the Company will not make any distribution to the Member if, after giving effect to the

distribution, the liabilities of the Company (other than liabilities to the Member on account of its Ownership Interest) would exceed the fair market value of the Company's assets. With respect to any property subject to a liability for which the recourse of creditors is limited to the specific property, such property will for this purpose be included in assets only to the extent that the property's fair market value exceeds its associated liability, and such liability will be excluded from the Company's liabilities.

17. Limited Liability. Except as provided by the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the Company, and neither the Member nor the Manager is personally obligated for any such debt, obligation, or liability of the Company solely by reason of being a Member or acting as a Manager of the Company. If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of three years from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the three-year period and an adjudication of liability against the Member is made in such action.

18. Action Without a Meeting. Any action required or permitted to be taken by the Member or the Manager may be taken without a meeting if the action is evidenced by the written consent describing the action taken, signed by the Member or the Manager, as the case may be.

19. Tax Status. For federal (and, to the extent permissible, for state and local) income tax purposes, the Company will take all actions necessary for, and take no action inconsistent with, the treatment of the Company as disregarded as an entity separate from its owner (within the meaning of the Treasury Regulations under Section 7701 of the Internal Revenue Code of 1986, as amended (the "Code") as long as it has only one Member. The Company will not elect to be classified as an association for federal income tax purposes unless this Agreement is amended to provide specifically for such an election.

20. Fiscal Year. For income tax and accounting purposes, the fiscal year of the Company will be the calendar year (unless otherwise required by the Code).

21. Accounting Method. For income tax and accounting purposes, the Company's books will be kept on the accrual basis (unless otherwise required by the Code).

22. Reports. The Company books will be closed at the end of each fiscal year and statements prepared showing the financial condition of the Company and its profits or losses from operations.

23. Books and Records. The Company will keep, at its principal office, all records required by the Act. Such records will be available for inspection and copying by the

Member, at its expense, during ordinary business hours for any purpose reasonably related to its Ownership Interest. In addition, the Member will be entitled to such information and accounting with respect to the Company as provided in the Act.

24. Banking. The Company may establish one or more bank or financial accounts and safe deposit boxes. The Manager may authorize one or more individuals to sign checks on and withdraw funds from such bank or financial accounts and to have access to such safe deposit boxes, and may place such limitations and restrictions on such authority as the Manager deems advisable.

25. Dissolution. Dissolution of the Company will occur only upon the written consent of the Member or as otherwise provided by law. Upon dissolution of the Company and the completion of the winding up of its business and the distribution of its assets, the Company will file a Certificate of Cancellation with the Delaware Secretary of State. At such time, the Company will also file an application for withdrawal of its certificate of authority in any jurisdiction where it is then qualified to do business.

26. Liquidation. Upon dissolution of the Company, the Manager will immediately proceed to wind up the business of the Company and liquidate. Until the filing of a Certificate of Cancellation, the Manager may settle and close the Company's business, prosecute and defend suits, dispose of its property, discharge or make provision for its liabilities, and make distributions in liquidation of the Company.

27. Priority of Payment. The assets of the Company will be distributed in liquidation of the Company in the following order: (a) first, to creditors of the Company by the payment or provision for payment of the debts and liabilities of the Company and the expenses of liquidation, including the setting up of any reserves that are reasonably necessary for any contingent, conditional or unmatured liabilities or obligations of the Company, and (b) second, the balance of the Company's assets to the Member.

28. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the Members and its successors and assigns.

29. Terms. Terms used with initial capital letters will have the meanings specified, applicable to both singular and plural forms, for all purposes of this Agreement. All pronouns (and any variation) will be deemed to refer to the masculine, feminine or neuter, as the identity of the person may require. The singular or plural include the other, as the context requires or permits. The word "include" (and any variation) is used in an illustrative sense rather than a limiting sense.

30. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to principles of conflict of law. Any conflict (or apparent conflict) between this Agreement and the Act will be resolved in favor of this Agreement except as otherwise required by the Act. Any

matter not specifically covered by this Agreement will be determined as provided in the Act.

31. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

Pursuant to Section 18-201(d) of the Act, the initial Member has signed this Agreement of AT&T Broadband of Pennsylvania, LLC to be effective upon formation of the Company, notwithstanding the actual date of signing.

AT&T Corp.

February 20, 2001

By:



Steven Garfinkel

Assistant Secretary – AT&T Corp.

SCHEDULE A

<u>Name</u>	<u>Mailing Address</u>	<u>Capital Contribution</u>	<u>Agreed Value</u>	<u>Percentage Interest</u>
<u>AT&T Corp.</u>	<u>295 N. Maple Avenue, Basking Ridge, NJ 07920</u>	\$1,000	\$1,000	100%

SCHEDULE B

GREGORY	M. BRADEN	PRES
CATHERINE	A. KILSTROM	SENIOR VICE PRESIDENT
RICK	D. BAILEY	VP/SEC
ALFREDO	- DI BLASIO	VICE PRESIDENT
MARK	- DZUBAN	VICE PRESIDENT
STEVEN	GARFINKEL	VICE PRESIDENT AND A. SECRETARY
MICHAEL	P. HUSEBY	VP/ASST TREAS
GARY	- LANE	VICE PRESIDENT
NANCY	A. MCGEE	VICE PRESIDENT
RICHARD	S. MCPHERSON	VICE PRESIDENT
WILLIAM	- SOLIS	VICE PRESIDENT
EDWARD	M. DWYER	TREASURER
GARY	R. BURGHART	ASSISTANT SECRETARY
GLENDIA	M. HIJAR	ASSISTANT SECRETARY
DEBRA	S. HOWERTON	ASSISTANT SECRETARY
MARY	M. MCCHESEY	ASSISTANT SECRETARY
KARLA	L. TARTZ	ASSISTANT SECRETARY
JAMES	N. ZEREFOS	ASSISTANT SECRETARY
MARYANN	N. MCGRATH	ASSISTANT SECRETARY
GEORGE	M. FOSS	ASSISTANT SECRETARY - REAL ESTATE
CHRISTOPHER	- VRANA	ASSISTANT SECRETARY - REAL ESTATE
EPHRAIM	- BRECHER	ASSISTANT SECRETARY - TAX
ANTOINETTE	A. DUAH	ASSISTANT SECRETARY - TAX
MARIANNE	- HAYES	ASSISTANT SECRETARY - TAX
KARLENE	- LACY	ASSISTANT SECRETARY - TAX
JOHN	L. SHANK	ASSISTANT SECRETARY - TAX
JEFFREY	- TUTNAUER	ASSISTANT SECRETARY - TAX
GARY	- WIGGINS	ASSISTANT SECRETARY - TAX
PAUL	- RILEY	ASSISTANT SECRETARY - TREASURY
BRIAN	E. STUHR	ASSISTANT SECRETARY - TREASURY
ERROL	A. HARRIS	ASSISTANT TREASURER

ILLUSTRATIVE TARIFF

AT&T BROADBAND PHONE
OF PENNSYLVANIA, LLC

Supplement No. 30 to
PA P.U.C. Tariff No. 1
Title Page
Thirtieth Revised Sheet 1
Cancels Twenty-Ninth Revised Sheet 1

AT&T BROADBAND LOCAL SERVICE

NOTICE

By: David Lloyd, Director - Tariffs
AT&T Broadband
188 Inverness Drive West
Englewood, CO 80112

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01 OCT - 1 PM 12:14
PA.P.U.C.
SECRETARY'S BUREAU

ILLUSTRATIVE TARIFF

AT&T BROADBAND PHONE
OF PENNSYLVANIA, LLC

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Thirtieth Revised Sheet 2
Cancels Twenty-Ninth Revised Sheet 2

This filing implements AT&T Broadband Phone Local Service as provided by
AT&T Broadband Phone of Pennsylvania, LLC.

ILLUSTRATIVE TARIFF

AT&T BROADBAND PHONE
OF PENNSYLVANIA, LLC

Supplement No. 30 to
PA P.U.C. Tariff No. 1
Check Sheet

Twenty-Seventh Revised Sheet 1
Cancels Twenty-Sixth Revised Sheet 1

AT&T BROADBAND LOCAL SERVICE

CHECK SHEET

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 the check sheet. An asterisk (*) indicates the most current revision.

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AT&T BROADBAND PHONE
OF PENNSYLVANIA, LLC

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Tenth Revised Sheet 2
Cancels Ninth Revised Sheet 2

AT&T BROADBAND LOCAL SERVICE

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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 the check sheet. An asterisk (*) indicates the most current revision.

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AT&T BROADBAND PHONE
OF PENNSYLVANIA, LLC

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AT&T BROADBAND LOCAL SERVICE

1. APPLICATION OF TARIFF

1.1. GENERAL

This Tariff applies to the furnishing of AT&T Broadband Local Service, defined herein, by AT&T Broadband Phone of Pennsylvania, LLC (hereinafter referred to as the "Company"). AT&T Broadband Service is furnished for the use of end users in placing and/or receiving local telephone calls within a Local Calling Area. Services, features, and functions will be provided where facilities, including but not limited to billing and technical capabilities, are available.

The provision of Local Exchange Service is subject to existing regulations and terms and conditions specified in this tariff and the Company's current tariffs, and may be revised, added to or supplemented by superseding issues.

In addition to the regulations and charges herein, this tariff is subject to specific regulations as set forth in the Pennsylvania Code Title 52 Public Utilities, and other regulations as may be prescribed by the Pennsylvania Public Utility Commission.

This tariff may be viewed during normal business hours at the Company's main place of business in its serving territory at 2500 Allegheny Center Mall, Pittsburgh, PA 15212.

1.2. TARIFF REVISION SYMBOLS

The following tariff revision symbols are used for the purposes indicated below.

- (C) - To signify changed regulation
- (D) - To signify decreased rate
- (I) - To signify increased rate

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AT&T BROADBAND LOCAL SERVICE

1. APPLICATION OF TARIFF

1.3. DEFINITIONS

Access Line

An arrangement which connects the Customer's location to a Company switching center or point of presence.

Authorized User

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

Business Local Service

Service is classified and charged for as Business Service where the primary use of the service is of a business, professional, or occupational nature, or where a business directory listing is furnished.

Carrier or Company

Whenever used in this tariff, "Carrier", "Company", or "AT&T Broadband Phone" refers to AT&T Broadband Phone of Pennsylvania, LLC, unless otherwise specified.

Customer

The person or legal entity that subscribes to service under this tariff and is responsible for payment of tariffed charges for services furnished to the Customer.

Customer Premises

A Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on contiguous property.

Exchange Area

The geographic territory established by the Company and approved by the Commission for the provision of local telecommunications services.

Local Exchange Service

A service which permits calling to stations in the Customer's Local Service Area.

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AT&T BROADBAND LOCAL SERVICE

1. APPLICATION OF TARIFF

1.3. DEFINITIONS (Cont'd)

Local Service Area

A Local Service Area is the region, comprised of one or more complete Exchange Area(s), within which a Customer can call another station at the rates and charges as specified in this Tariff.

Operator Station Call

A call in which the originating end user requests the assistance of an Operator to place or bill the call. Calls billed as Collect, Billed to Third Number, or Operator Assisted Calling Card are classified as Operator Station unless the call is placed on a Person-to-Person basis. Calls may be dialed with or without the assistance of an Operator.

Person-to-Person Call

An Operator assisted call in which the originating end user specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. Charges may be billed to the called party, a third number, a credit card, or to a calling card.

"Public Utility Commission" or "Commission"

The Pennsylvania Public Utility Commission

Residential Service

Service is classified and charged for as Residential Service where the primary use of the service is of a domestic nature and where the business use, if any, is merely incidental.

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AT&T BROADBAND LOCAL SERVICE

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.1. General

The Company undertakes to provide the services offered in this tariff on the terms and conditions and at the rates and charges specified herein.

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

A month is considered to have 30 days for the purpose of computing charges in this Tariff.

Services, features and functions will be provided where facilities, including but not limited to, billing capability and technical capabilities, are available without unreasonable expense to the Company.

In the event of a dispute, the non-prevailing party may be liable for reasonable court costs and attorneys' fees.

2.1.2. Terms and Conditions

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. The Customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of Local Exchange Service.

2.1.3. Provision of Equipment and Facilities

A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability, except as stated or expressly provided for in this Tariff.

B. The Company shall use reasonable efforts to maintain facilities and equipment used to provide services that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

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AT&T BROADBAND LOCAL SERVICE

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (Cont'd)

2.1.3. Provision of Equipment and Facilities (Cont'd)

C. Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provides, installs, or has installed on its behalf.

D. The Customer shall be responsible for the payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

E. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. The Customer is responsible for ensuring that Customer-provided equipment and wiring connected to Company equipment and facilities is compatible with Company-provided equipment and facilities.

2.1.4. Release of Information to Carriers

The Company will provide information to a Carrier who needs the information for allocation, billing or service purposes in compliance with all State and Federal requirements applicable to Customer Proprietary Network Information (CPNI).

2.1.5. Access to Carrier of Choice

Users of the Company's local service shall have the right to select the interexchange telecommunications service provider (IXC) of their choice. The IXC should request confirmations or verifications of choice from its Customers no later than the date of submission of its first bill to the Customer. IXCs should maintain signed letters of agency or confirmations of choices on file for four years from the date the Customer's service was switched for use in dispute resolution.

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AT&T BROADBAND LOCAL SERVICE

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (Cont'd)

2.1.6. Customer Equipment

A Customer may transmit or receive information or signals via the facilities of the Company by use of Customer-provided equipment.

A. Station Equipment

Customer-provided terminal equipment on the Customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer. Additionally, the Company-provided equipment shall be maintained by the Customer, and the electric power consumed by such equipment, shall be at the expense of the Customer.

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

B. Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements specified in this Tariff.

If the Customer fails to comply with the protective requirements described in A., above, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company may immediately, and without notice, deny service when the Customer (a) subjects Company or non-Company personnel to hazardous conditions, (b) circumvents the Company's ability to charge for its services, prevent and protect against fraud, or (c) acts in a way that may cause immediate harm to the local network or other Company services.

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AT&T BROADBAND LOCAL SERVICE

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (Cont'd)

2.1.7 Abuse and Fraudulent Use

Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may, in accordance with Section 2.4 following, discontinue, suspend, or refuse to furnish any and/or all service(s) without incurring any liability if the Company deems that such action is necessary to prevent or to protect against abuse or fraud or to otherwise protect its personnel, agents, facilities, assets or services.

Except for willful misconduct, the discontinuance or suspension of service by the Company does not relieve the Customer of any obligation to pay the Company for charges due and owed for service furnished up to the time of discontinuance or suspension.

A. Abuse

The abuse of service is prohibited. The following activities constitute abuse:

1. Using the service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another.

2. Using the service in such a way that it interferes unreasonably with the use of the service by others.

B. Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of, the service is prohibited. The following activities constitute fraudulent use:

1. Rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish local service.

2. Using the service with the intent of gaining access to another Customer's outbound calling capabilities on an unauthorized basis.

3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false representation, false credit devices or electronic devices to defraud or mislead callers.

4. Refusing to provide, or providing false information to the Company regarding the Customer's identity, address, credit worthiness, current or past use of telecommunications services or its planned use of the Company's service.

5. Refusing to provide payment, or security for the payment for service(s), advance payments or deposits as specified in this tariff.

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AT&T BROADBAND LOCAL SERVICE

2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY

2.2.1. Service Liability

A. The Company's liability, if any, for its willful misconduct 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 the installation, provision, preemption, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. In no event shall the Company be liable for special reliance, consequential or other such damages. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for Interruptions.

B. The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a service.

C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.

D. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:

1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;

2. Claims for patent infringement arising from the Customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or

3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.

E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer and authorized user from any and all claims by any person relating to the services so provided.

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AT&T BROADBAND LOCAL SERVICE

2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY (Cont'd)

2.2.1. Service Liability (Cont'd)

F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.

G. The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotion, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.

2.2.2. 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 reasonable notice thereof as circumstances permit, and will perform the work with reasonable diligence and, if practicable, at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications or Customer's service.

2.2.3. Credit Allowance for Interruptions

A. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment furnished by the Customer and connected to the Company's terminal.

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AT&T BROADBAND LOCAL SERVICE

2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY (Cont'd)

2.2.3. Credit Allowance for Interruptions (Cont'd)

B. When main telephone service is interrupted for a period of at least 24 hours, the Company, after due notice by the Customer, shall apply the following schedule of allowances except in situations as provided in Paragraph 3 following.

1. 1/30 of the tariff monthly rate of all services and facilities furnished by the Company rendered inoperative by the Company to the extent of being useless for each of the first three full 24-hour periods during which the interruption continues after notice by the Customer, when the out-of-service period extends beyond a minimum period of 24 hours.

2. 2/30 of each full 24 hour period beyond the first three 24 hour periods. However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company rendered inoperative to the extent of being useless.

3. When service is interrupted for a period of at least 24 hours due to such factors as storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the Company rendered inoperative to the extent of being useless shall apply for each full 24 hours during which the interruption continues after notice by the Customer to the Company.

4. Nothing contained herein and no tariff adopted hereto shall limit any responsibility or liability on the part of the Company to a Customer which would exist pursuant to law but for this rule and said tariff.

5. The foregoing allowances shall not be applicable where service is interrupted by the negligence or willful act of the Customer to service, or where the Company pursuant to the terms of the contract for service suspends or terminates service for non-payment of charges or for unlawful or improper use of facilities or for any other reason provided for in this tariff.

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AT&T BROADBAND LOCAL SERVICE

2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY (Cont'd)

2.2.4. Limitation of Liability

A. Unauthorized Computer Intrusion

With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

B. Transmission of Data

The Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

C. Unauthorized Devices

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

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AT&T BROADBAND LOCAL SERVICE

2. GENERAL REGULATIONS

2.3. PAYMENTS AND CHARGES

2.3.1. Establishment and Reestablishment of Credit

In order to insure the payment of all charges due from its services, the Company may require a Customer to establish and maintain his credit in one of the following ways: 1) by furnishing references suitable to the Company; 2) by providing a suitable guarantee in writing, in form prescribed by the Company; 3) by means of a cash deposit.

2.3.2. Billing and Collection

The Customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the Customer.

The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by and credits due to the Customer under this tariff. Recurring charges are billed in advance of the month(s) in which service is provided, except where prohibited by law. Usage sensitive charges will be billed for the preceding billing period. Recurring charges and usage sensitive charges for the Federal Government will be billed in arrears. Bills are due by the payment due date shown on the bill.

When the Customer's service does not begin on the first day of the billing cycle or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis or a bill credit may be applied for the fraction of the billing cycle in which service was not furnished.

2.3.3. Billing Disputes

The Customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the Customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in this Tariff. In the case of unresolved disputes the Customer may contact the Bureau of Consumer Services at the following address:

The Bureau of Consumer Services
The Pennsylvania P.U.C.
P.O. Box 3265
Harrisburg, PA 17120
Telephone No: 1-800-782-1110

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AT&T BROADBAND LOCAL SERVICE

2. GENERAL REGULATIONS

2.3. PAYMENTS AND CHARGES (Cont'd)

2.3.4. Advance Payments

The company may require a Customer to make an advance payment before services and facilities are furnished in the following cases: 1) the construction of facilities and furnishing of special equipment, or 2) temporary service for short-term use. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.3.5. Deposits

Deposits may be required from Customers whose credit history is unacceptable or unavailable. Deposits will be collected and returned in accordance with Commission regulations at 52 PA Code, Chapter 64.31-64.41. Deposits held will accrue interest based on the rates of the average interest posted for one-year U.S. Treasury bills for September, October, and November of the previous year.

The fact that a deposit may have been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to the prompt payment of bills or constitutes a waiver or modification of the regular practices providing for discontinuance of service for non-payment of any sums due the Company for service rendered.

2.3.6. Returned Check Charge

The Customer will be assessed a charge of fifteen dollars (\$15.00) for each check, draft, or electronic funds transfer, in addition to any late payment charges as specified in Section 2.4.7, submitted by the Customer to the Company which a financial institution refuses to honor.

2.3.7. Late Payment Charge

Where payment of any billed amount is not received within five (5) days after the due date, the unpaid balance carried forward to the next month's bill may be subject to a Late Payment Charge in the amount of 1.25% of the unpaid balance for Residential Customers, and 1.5% of the unpaid balance for Business Customers. Late Payment charges do not apply to the disputed amounts portion of unpaid balances, if resolved in favor of the Customer. The disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment charge as of the original due date noted on the Customer's bill. Undisputed amounts of the same bill may be subject to the late payment charge if they remain unpaid by the due date on the Customer's bill.

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AT&T BROADBAND LOCAL SERVICE

2. GENERAL REGULATIONS

2.4. CANCELLATION, DISCONTINUATION AND CHANGES

2.4.1. Cancellation of Service

The Customer may cancel service at any time upon written or oral notice to the Company. Upon such termination the Customer shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

2.4.2 Discontinuation of Service

A. The Company may suspend service under the following conditions provided that, unless otherwise stated, the Customer shall be given seven (7) days written notice to comply with any rule or remedy any deficiency:

1. For nonpayment of an undisputed delinquent account or the undisputed portion of an account where a dispute exists as to part but not all of an amount billed by the Company,
2. For failure to make a deposit as security for payment of future bills, the failure to provide a guarantee or establish credit, or the failure to comply with the material terms of a payment agreement.
3. For use of telephone service for any property or purpose other than that described in the application.
4. In the event of abandonment of the service or any other violation by the Customer of the rules, regulations or conditions under which service is furnished.
5. Any use of service by a Customer in such a manner as to interfere unreasonably with or impair the use of service rendered to one or more other Customers or that is used for any purpose other than as a means of communication.
6. Violation of any tariff provision so as to threaten the safety of any person or the integrity of the service delivery system of the Company.
7. Fraud or material misrepresentation of identity to obtain telephone service.
8. Unpaid indebtedness for telephone service previously furnished by the Company in the name of the Customer within four (4) years of the date the bill is rendered.

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2. GENERAL REGULATIONS

2.4. CANCELLATION, DISCONTINUATION AND CHANGES (Cont'd)

2.4.2. Discontinuation of Service (Cont'd)

A. (Cont'd)

9. In the event of unauthorized or fraudulent use of service.

10. Without notice when the use of the service by a Customer endangers the safety of a person or appears likely to prove physically harmful to the service delivery system of the Company. At the time of suspension, the Company will mail a notice of suspension to the Customer's billing address.

B. Pursuant to notice to the customer in accordance with Commission regulation at 52 PA Code, Chapter 64.123, when at least ten (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, furnish a third-party guarantee or otherwise establish credit; 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.

2.4.3. Changes in Service

The Customer will be assessed a Service Change Charge for any request of change in service, as specified in Section 5. Appropriate premises work charges may also apply in addition to prorated monthly charges, if applicable. Service Charges are listed in Section 6.

2.4.4. Restoration of Service

A reconnection fee per occurrence may be charged when service is re-established for Customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a Customer premises visit is required, an additional fee may be charged.

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AT&T BROADBAND LOCAL SERVICE

2. GENERAL REGULATIONS

2.5. PROVISION FOR CERTAIN LOCAL TAXES AND FEES

2.5.1. General

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by the Company from each such Customer, an amount sufficient to recover any such tax or fee, and may list this amount separately on the bill.

2.5.2 Surcharge

There shall be added to charges billed for service under this Tariff, PA P.U.C. No. 6 (except as otherwise specified), a surcharge of 0.00% for service rendered on or after the effective date of this tariff.

The above surcharge will be recomputed using the elements prescribed by the Commission:

A. Whenever any of the tax rates used in the calculations of the surcharge are changed.

B. Whenever required by action of the Pennsylvania Public Utility Commission.

The above recalculation will be submitted to the Commission within 10 days after the occurrence of the event or date which occasions said recomputation. If the recomputed surcharge is less than the one in effect, the Company will, and, if the recomputed surcharge is more than the one in effect, the Company may, submit with such recomputation a Tariff revision to reflect such recomputed surcharge, the effective date of which shall be 10 days after filing.

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2. GENERAL REGULATIONS

2.6. NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this Tariff will be in writing except where notice is provided in this Tariff. 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 placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications, or billing.

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2. GENERAL REGULATIONS

2.7. RECORDING OF TWO WAY TELEPHONE CONVERSATIONS

2.7.1. Local Exchange Service is not represented as adapted to the recording of two-way telephone conversations. However, Customer-provided voice recording equipment may be directly, acoustically or inductively connected with Local Exchange Service for the recording of such conversations. When such connections are made, the Customer-provided voice recording equipment shall be so arranged that at the will of the user it can be activated or deactivated. In addition, one of the following conditions must apply:

A. All parties to the telephone conversation must give their prior consent to the recording of the conversation, and their prior consent must be obtained in writing or be part of, and obtained at the start of, the recording, or

B. A distinctive recorder tone, repeated at intervals of approximately fifteen seconds, is required to alert all parties when the recording equipment is in use. The distinctive recording tone can be provided as part of the recording equipment, or

C. All parties to the telephone conversation must be verbally notified at the beginning of the conversation and the notification must be recorded as part of the call, by the recording party.

2.7.2. Exceptions to the foregoing requirements are as follows:

A. Recordings made of incoming calls to telephone numbers publicized for emergencies involving health or safety of life and property (e.g., emergency situations involving fire, health care, police, public utilities and emergency road service) and outgoing calls made in immediate response to such calls.

B. Recording of calls made for patently unlawful purposes, such as bomb threats, kidnap ransom requests and obscene telephone calls. Outgoing calls made in immediate response to such calls are also excepted.

C. Recording of calls made by Federal, State or local law enforcement authorities, or federal intelligence authorities, acting under semblance of law.

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2. GENERAL REGULATIONS

2.8. SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction includes, but is not limited to, construction undertaken:

- where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- of a type other than that which the Company would normally utilize in the furnishing of its services;
- over a route other than that which the Company would normally utilize in the furnishing of its services;
- in a quantity greater than that which the Company would normally construct;
- on an expedited basis;
- on a temporary basis until permanent facilities are available;
- involving abnormal costs; or
- in advance of its normal construction.

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AT&T BROADBAND LOCAL SERVICE

3. SERVICE AREAS

3.1. LOCAL EXCHANGE SERVICE

The Company will provide AT&T Broadband Local Service in the following Exchanges where facilities and equipment are available. The Local Calling Areas indicated below include unlimited local calling from the associated Exchange. All Exchanges are located in Verizon-Pennsylvania area unless indicated otherwise.

3.1.1. Pittsburgh Metro Exchanges

A. Residential

<u>Zone</u>	<u>Exchange</u>	<u>Local Calling Area</u>
1.	Central	Zones 1-23
2a.	West View	Zones 1-23
2b.	Bellevue	
3a.	Sharpsburg	Zones 1-23
3b.	Millvale	
4a.	Braddock	Zones 1-23
4b.	Wilkinsburg	
5.	Homestead	Zones 1-23
6a.	Carrick	Zones 1-23
6b.	Mount Lebanon	
7a.	Crafton	Zones 1-23
7b.	McKees Rocks	
8.	East Liberty	Zones 1-23
10.	McKeesport	Zones 1-23, Clairton, Elizabeth
11.	Pleasant Hills	Zones 1-23, Clairton, Elizabeth
12.	Bethel Park	Zones 1-23, Finleyville, McMurray
13.	Bridgeville	Zones 1-23, Canonsburg, McDonald, McMurray, Oakdale
14.	Carnegie	Zones 1-23, Imperial, Oakdale
15.	Coraopolis	Zones 1-23, Ambridge, Glenwillard, Imperial
16.	Sewickley	Zones 1-23, Ambridge, Aliquippa, Glenwillard
17.	Perrysville	Zones 1-23, Wexford (N. Pittsburgh Telephone Co.)
18.	Glenshaw	Zones 1-23
19.	Fox Chapel	Zones 1-23, Springdale
20.	Oakmont	Zones 1-23, New Kensington, Springdale, Tarentum
21.	Penn Hills	Zones 1-23, Export (Alltel)
22a.	Turtle Creek	Zones 1-23, Harrison City, Export (Alltel)
22b.	Monroeville	
23.	Irwin	Zones 1-23

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AT&T BROADBAND LOCAL SERVICE

3. SERVICE AREAS

3.1. LOCAL EXCHANGE SERVICE (Cont'd)

3.1.1 Pittsburgh Metro Exchanges (Cont'd)

B. Business

<u>Zone</u>	<u>Exchange</u>	<u>Local Calling Area</u>
1.	Central	Zones 1-23, Aliquippa, Ambridge, Baden, Belle
2a.	West View	Vernon, Bentleyville, Canonsburg, Charleroi,
2b.	Bellevue	Criders Corners, Curtisville, Donora, Export,
3a.	Sharpsburg	Fayette City, Finleyville, Gibsonia, Greensburg,
3b.	Millvale	Harrison City, Herminie, Imperial, Jeannette,
4a.	Braddock	Mars, McDonald, McMurray, Monesson, Monongahela,
4b.	Wilkinsburg	Murdocksville, New Kensington, Oakdale,
5.	Homestead	Springdale, Tarentum, West Newton, Wexford, Yukon.
6a.	Carrick	
6b.	Mount Lebanon	
7a.	Crafton	
7b.	McKees Rocks	
8.	East Liberty	
10.	McKeesport	
11.	Pleasant Hills	
12.	Bethel Park	
13.	Bridgeville	
14.	Carnegie	
15.	Coraopolis	
16.	Sewickley	
17.	Perrysville	
18.	Glenshaw	
19.	Fox Chapel	
20.	Oakmont	
21.	Penn Hills	
22a.	Turtle Creek	
22b.	Monroeville	
23.	Irwin	

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AT&T BROADBAND LOCAL SERVICE

3. SERVICE AREAS

3.1. LOCAL EXCHANGE SERVICE (Cont'd)

3.1.2. Pittsburgh Non-Metro Exchanges

<u>Exchange</u>	<u>Local Calling Area</u>
Aliquippa	Aliquippa, Ambridge, Baden, Glenwillard, Hookstown, Pittsburgh Zone 16, Rochester
Ambridge	Aliquippa, Ambridge, Baden, Glenwillard, Pittsburgh Zone 16
Avella	Avella, Burgettstown, Washington
Baden	Aliquippa, Ambridge, Baden, Rochester
Beaver Falls	Beaver Falls, Darlington (Alltel), Ellwood City, Enon Valley (Alltel), Hookstown, Midland, Rochester, Wampum, Zelienople
Canonsburg	Canonsburg, Hickory (Hickory Tel. Co.), McDonald, McMurray, Pittsburgh Zone 13, Washington
Dawson	Connellsville, Dawson, Perryopolis, Scottdale
Elizabeth	Clairton, Donora, Elizabeth, Monongahela, Pittsburgh Zone 10, Pittsburgh Zone 11
Finleyville	Finleyville, McMurray, Monongahela, Pittsburgh Zone 11, Pittsburgh Zone 12
Greensburg	Delmont (Alltel), Greensburg, Herminie, Jeannette, Kecksburg (Citizens Tel. Co. of Kecksburg), Latrobe, New Alexandria (Alltel), Youngwood
Grove City	Blackton (Sprint United Tel. Co.), Grove City, Harisville (Sprint United Tel. Co.), Mercer, Wesley (GTE)
Herminie	Greensburg, Herminie, Jeannette, Pittsburgh Zone 23
Hookstown	Aliquippa, Beaver Falls, Chester, WV (Bell Atlantic-W.Va.), East Liverpool, OH (Ameritech, Ohio), Hookstown, Midland, Rochester, Smiths Ferry
Jeanette	Greensburg, Harrison City (Alltel), Herminie, Jeannette, Pittsburgh Zone 23
Latrobe	Blairsville, Derry, Greensburg, Kecksburg (Citizens Tel. Co. of Kecksburg), Latrobe, Ligonier, New Alexandria (Alltel)

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AT&T BROADBAND LOCAL SERVICE

3. SERVICE AREAS

3.1. LOCAL EXCHANGE SERVICE (Cont'd)

3.1.2. Pittsburgh Non-Metro Exchanges (Cont'd)

<u>Exchange</u>	<u>Local Calling Area</u>
McDonald	Burgettstown, Canonsburg, Imperial, McDonald, Midway (Alltel), Oakdale, Pittsburgh Zone 13
Monessen	Belle Vernon, Charleroi, Donora, Fayette City, Monessen, Monongahela
New Kensington	New Kensington, Pittsburgh Zone 20, Springdale, Tarentum
Oakdale	Imperial, McDonald, Oakdale, Pittsburgh Zone 13, Pittsburgh Zone 14
Rochester	Aliquippa, Ambridge, Baden, Beaver Falls, Hookstown, Midland, Rochester
Washington	Avella, Buffalo (GTE), Canonsburg, Claysville, Hickory (Hickory Tel. Co.), McMurray, Taylorstown (GTE), Washington, West Alexander
Youngwood	Greensburg, Mount Pleasant, Youngwood

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AT&T BROADBAND LOCAL SERVICE

4. SERVICE CONNECTION AND MAINTENANCE CHARGES

4.1. GENERAL

Local Exchange Service is subject to nonrecurring service charges that apply to Customer requests for connecting, moving or changing service. These charges are in addition to any other scheduled rates and charges that would normally apply under this tariff.

Charges for the connection, move or change of service will apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once has it begun, an additional charge may apply based upon the additional cost involved.

All changes in location of the Customer's service from one premises to another, except as otherwise provided in this Section, are treated as new service connections with the appropriate Service Charges applying.

4.2. SERVICE CONNECTION AND LINE ACTIVATION CHARGES

4.2.1. Description of Charges

A Service Connection Charge or Line Activation Charge applies when a Customer requests establishment of new service. The requirement to install certain facilities or equipment, or the presence of such facilities or equipment, will determine whether the Service Connection Charge or the Line Activation Charge will apply. Either the Service Connection Charge or the Line Activation Charge will apply.

A. The Service Connection Charge will apply to the installation of certain facilities and equipment, and to any change of location of such facilities and equipment. This charge will be waived at the establishment of the account for the initial connection of service.

B. The Line Activation Charge will apply per line if certain facilities and equipment are suitably installed and located to facilitate the establishment of the Customer's service. This charge applies to each line activated, either primary or additional, when the Service Connection Charge does not apply. This charge will be waived at the establishment of the account for the initial activation of existing lines at a Customer's premises. Available lines not activated at the establishment of the account will be subject to this charge when subsequently activated.

C. The Service Dispatch Charge will apply for any subsequent request to add or modify facilities.

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AT&T BROADBAND LOCAL SERVICE

4. SERVICE CONNECTION AND MAINTENANCE CHARGES

4.2. SERVICE CONNECTION AND LINE ACTIVATION CHARGES (Cont'd)

4.2.1 Description of Charges (Cont'd)

D. The Line Deactivation Charge will apply for each disconnected Residential line except the Customer's primary line.

E. The Line Restoration Charge will apply on each line to be restored after disconnection for non-payment of charges.

4.3. SERVICE CHANGE CHARGES

Service Change Charges apply per line when a Customer requests a change in existing service.

4.3.1. Description of Charges

A. Telephone Number Change - A charge applies to each Customer-requested change in telephone number.

B. Feature Change Charge - Applies to an existing Local Exchange Service line when the Customer requests to add or change a standard feature. This charge is assessed per access line for each occurrence.

C. Primary Interexchange Carrier (PIC) Change Charge - A PIC Change Charge will apply to existing Local Service Customers who request a change in their PIC designation for pre-subscription of interLATA or intraLATA services. The charge is applied on a per access line basis. If the Customer changes both the interLATA PIC and the intraLATA PIC on the same line or trunk at the same time, only the interLATA PIC Change Charge will be incurred by the Customer

D. Hunting Configuration Change Charge - A charge will apply to each Customer-requested change in the Hunting configuration.

E. Change of Billing Responsibility - This charge applies when a Customer requests that the billing responsibility for an existing Business Local Service account be changed to reflect a new name.

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AT&T BROADBAND LOCAL SERVICE

4. SERVICE CONNECTION AND MAINTENANCE CHARGES

4.4. REPAIR AND MAINTENANCE PREMISES VISIT CHARGES

Repair and Maintenance Premises Visit Charges apply per Customer order for all work or services ordered to be provided at one time on the same premises, for the same Customer. Customers subscribing to the inside wire maintenance plan will be exempt from these charges.

4.4.1. Description of Charges

Repair and Maintenance Premises Visit Charges will vary depending upon the day of the week and the time of day service is requested by the Customer as follows:

- A. Basic Time - Work performed Monday through Saturday between 8:00 AM and 8:00 PM.
- B. Overtime - Work performed Monday through Saturday between 8:00 PM and 8:00 AM.
- C. Premium Time - Work performed on Sundays and on national holidays.

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AT&T BROADBAND LOCAL SERVICE

4. SERVICE CONNECTION AND MAINTENANCE CHARGES

4.5. RATES AND CHARGES

	<u>Nonrecurring Charge</u>	
	<u>Residential Service</u>	<u>Business Service</u>
4.5.1. Service Connection and Line Activation Charges		
A. Service Connection Charge	\$30.00	\$60.00 ¹
B. Line Activation Charge	\$30.00	\$60.00 ¹
C. Line Deactivation Charge	\$20.00	\$0.00
D. Service Dispatch Charge	\$45.00	\$45.00
E. Line Restoration Charge	\$20.00	\$20.00
4.5.2. Service Change Charges		
A. Telephone Number Change	\$20.00	\$50.00
B. Feature Change Charge	\$5.00	\$50.00
C. PIC Change Charge (OutPICs only)	\$5.00	\$5.00
D. Hunting Configuration Change	N/A	\$50.00
E. Change of Billing Responsibility	N/A	\$8.00
4.5.3. Repair and Maintenance Premises Visit Charges		
A. Basic Time (per visit)	\$115.00	\$115.00
B. Overtime (per visit)	\$175.00	\$175.00
C. Premium Time (per visit)	\$230.00	\$230.00

Note 1: The Company will waive the Service Connection and Line Activation Charges for new Customers who subscribe to a Business Offer as described in Section 7.1.

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4. SERVICE CONNECTION AND MAINTENANCE CHARGES

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AT&T BROADBAND LOCAL SERVICE

4. SERVICE CONNECTION AND MAINTENANCE CHARGES

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AT&T BROADBAND LOCAL SERVICE

5. AT&T BROADBAND RESIDENTIAL SERVICE

5.1. AT&T BROADBAND RESIDENTIAL LOCAL SERVICE

AT&T Broadband Residential Local Service provides the Customer with an access line and usage within a local calling area for the transmission of two-way interactive switched voice or data communications. Local Calling Areas are described in Section 3.1.

The Company's services are furnished subject to the availability of facilities and equipment, and are subject to the terms and conditions of this tariff.

5.1.1. AT&T Integrated Offering

The AT&T Integrated Offering is provided in conjunction with an associated long distance service provided by AT&T. Customers who order the AT&T Integrated Offering associated with long distance service must be presubscribed to AT&T for both Intrastate and Interstate long distance.

AT&T Integrated Offerings are subject to monthly recurring charges and/or per minute usage, on a per access line basis. Each of the following offers provides Customers with the option of one to four access lines. The Customer may add one additional line per offer, up to a total of four lines per single-family residence. For each local access line a Customer may subscribe to one of the following options.

A. Block of Time Offers

The following Block of Time plans provide the Customer with unlimited calls within their Local Calling Area. The following types of calls do not apply towards minutes included in any of the block-of-time plans listed below: Operator Assisted calls, Calling Card calls, Information Service Provider calls (e.g., 976, 900), international calls, or calls to toll free dialing numbers (e.g., 800, 888, 877). Block of Time usage is measured per month, based on all applicable usage on all lines associated with the account. Unused portions of the monthly allowance will not be credited to a subscriber's account, carried over to another month, or transferred to another account.

1. 180 Minute Block of Time Offer

The 180 Minute Block of Time offer provides the Customer with a local access line, touch-tone service, unlimited calls within the Customer's local calling area, Call Waiting, Caller ID Deluxe, Three-Way Calling, and 180 minutes of domestic long distance calling per monthly billing period. Additional long distance usage will be rated on a per minute basis as specified in the appropriate Company tariff or Service Guide. Other optional features are available for an additional monthly charge, as specified in Section 5.2.1, following.

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AT&T BROADBAND LOCAL SERVICE

5. AT&T BROADBAND RESIDENTIAL SERVICE

5.1. AT&T BROADBAND RESIDENTIAL LOCAL SERVICE (Cont'd)

5.1.1. AT&T Integrated Offering (Cont'd)

A. Block of Time Offers (Cont'd)

2. 300 Minute Block of Time Offer

The 300 Minute Block of Time offer provides the Customer with a local access line, touch-tone service, unlimited calls within the Customer's local calling area, Call Waiting, Caller ID Deluxe, Three-Way Calling, and 300 minutes of domestic long distance calling per monthly billing period. Additional long distance usage will be rated on a per minute basis as specified in the appropriate Company tariff or Service Guide. Other optional features are available for an additional monthly charge, as specified in Section 5.2.1.

B. "By the Minute" Offer

The "By the Minute" offer provides the Customer with a local access line, touch-tone service, unlimited calls within the Customer's local calling area, Call Waiting, Caller ID Deluxe, Three-Way Calling, and long distance calling rated on a per minute basis as specified in the appropriate Company tariff or Service Guide. Other optional features are available for an additional monthly charge, as specified in Section 5.2.1.

C. Rates and Charges

	<u>Monthly Charge</u>	
	<u>Pittsburgh Metro Exchanges</u>	<u>Pittsburgh Non-Metro Exchanges</u>
1. Block of Time Offers		
a. 180 Minute Block of Time Offer	\$39.95	\$35.95
b. 300 Minute Block of Time Offer	\$45.95	\$42.95
2. "By the Minute" Offer	\$26.95	\$22.95

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5. AT&T BROADBAND RESIDENTIAL SERVICE

5.1. AT&T BROADBAND RESIDENTIAL LOCAL SERVICE (Cont'd)

5.1.2. Local Service Offerings

The following Local Service Offerings are provided as stand-alone local offers not associated with a long distance service. Local Service Offerings are subject to monthly recurring charges on a per access line basis.

A. Local Only Offer

The Local Only Offer provides Customers with the option of one to four access lines, touch-tone service, unlimited calls within the Customer's local calling area, Call Waiting, Caller ID Deluxe, and Three-Way Calling. Other features are available for an additional monthly charge, as specified in Section 5.2.3.

B. Basic Local Only Offer

Provides the Customer with a local access line, touch-tone service and unlimited calls within the Customer's local calling area.

C. Rates and Charges

	<u>Monthly Charge</u>	
	<u>Pittsburgh Metro Exchanges</u>	<u>Pittsburgh Non-Metro Exchanges</u>
1. Local Only Offer	\$26.95	\$22.95
2. Basic Local Only Offer	\$10.25	\$10.25

5.1.3. Additional Lines

Additional lines may be added to any of the above offers, up to a total of four lines per single-family residence. A monthly charge will be assessed for each additional line.

A. Rates and Charges

	<u>Monthly Charge</u>	
	<u>Pittsburgh Metro Exchanges</u>	<u>Pittsburgh Non-Metro Exchanges</u>
1. Each Additional Line		
a. Local Only Offer	\$7.00	\$6.00
b. Basic Local Only Offer	\$7.00	\$7.00
c. "By-the-Minute" Offer	\$7.00	\$6.00
d. 180 Minute Block of Time Offer	\$7.00	\$6.00
e. 300 Minute Block of Time Offer	\$7.00	\$6.00

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5.2. FEATURES

Optional features are available with the Company's Residential Local Service. Customers may order features individually or as part of a Feature Package, as shown below. Monthly Recurring Charges associated with features are applied per access line, and are in addition to any other applicable charges. Usage charges also apply to some features.

5.2.1. Optional Features

Customers may order any one or more of the following optional features for a monthly charge as specified in Section 5.2.3 following.

A. Anonymous Call Rejection

This feature allows the Customer to reject calls from callers who have blocked identification of their telephone number to Caller ID display devices. Anonymous Call Rejection may be activated and deactivated by dialing a specified code.

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5.2. FEATURES (Cont'd)

5.2.1. Optional Features (Cont'd)

B. Call Forwarding Remote Access

Allows a Customer to activate or deactivate Call Forwarding Selective or Call Forwarding Variable from a line other than their base station line. The Customer uses a Personal Identification Number (PIN) to access Call Forwarding with Remote Access.

C. Call Forwarding Selective

This feature enables a Customer to program their telephone to forward calls from a selected list of telephone numbers to another telephone number. The Customer assumes financial responsibility for all calling charges generated by the use of this feature.

D. Call Forwarding Variable

This feature enables a Customer to program their telephone to forward all incoming calls to another telephone number. The Customer assumes financial responsibility for all calling charges generated by the use of this feature.

E. Call Return

This feature allows a Customer to recall the last incoming call by dialing a preset code. If the called number is busy, automatic processing of the call continues for up to 30 minutes until both lines are idle unless the Customer dials the deactivation code. Calls returned outside the local calling area are subject to toll charges. This feature is available on a monthly subscription or a pay-per-use basis. Customers who choose the pay-per-use option are billed per activation, regardless of whether or not the attempted call is completed.

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5.2. FEATURES (Cont'd)

5.2.1. Optional Features (Cont'd)

F. Call Return Blocking

This feature blocks the Customer's capability to use the Call Return pay-per-use feature.

G. Call Screening

This feature permits Customers to designate up to 12 telephone numbers from which incoming calls will be automatically completed to a prerecorded announcement circuit which will indicate that calls are not being taken at that time.

H. Call Trace

Call Trace allows the Customer to initiate an automatic trace of the last call received. After receiving a call that is to be traced, the Customer dials a code and the traced number is automatically sent to the Company. The Customer will not receive the telephone number of the party who called. The Company will hold the traced telephone number for release to the appropriate law enforcement personnel. The Customer will be assessed a charge per successful trace.

I. Call Waiting

The Call Waiting feature enables a Customer already on a call to be notified of another call by the sound of a Call Waiting tone. The Customer may place the existing call on hold and answer the new call. The Call Waiting feature may be canceled by dialing a preset code.

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5.2. FEATURES (Cont'd)

5.2.1. Optional Features (Cont'd)

J. Caller ID

Caller ID allows the Customer to identify the telephone name and number from which a call is being made. The name and telephone number of the person initiating the call is displayed on a Customer-provided display device.

K. Caller ID Blocking Per Line*

This feature blocks the display of the Customer's name and telephone number to Caller ID display devices on all calls made from the subscribed line. This feature may be de-activated at any time by the Customer on a call-by-call basis through the activation of a special code. This feature is provided at no monthly charge to the Customer. Per Line Blocking will not prevent the display of originating telephone numbers to 911 emergency service providers.

L. Caller ID Blocking Per Call

This feature allows Customers to block the display of their name and telephone number to the station they are calling on a per-call basis. This feature may be utilized at any time through the activation of a special code prior to dialing an outgoing call. This feature is provided at no monthly charge to the Customer. Per Call Blocking will not prevent the display of originating telephone numbers to 911 emergency service providers.

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

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5.2. FEATURES (Cont'd)

5.2.1. Optional Features (Cont'd)

M. Custom Ring Service

This service enables the Customer to have two telephone numbers associated with a single line. Each number when dialed will result in a distinctive ring that enables the Customer to determine which number is being called.

N. Distinctive Ring Service

Provides the Customer with the ability to build and maintain a list of up to 12 telephone numbers from which incoming calls will have a distinctive ringing pattern.

O. LD Alert

This feature allows the current call waiting and ringing operations to provide a distinctive ring or call waiting tone to incoming Long Distance calls.

P. Prohibit Billed to Third Number Calls

Allows a Customer to prevent all Billed to Third Number calls from being billed to their telephone number, provided the transmitting operator checks the validation database.

Q. Prohibit Collect Calls

Allows a Customer to prevent all Collect calls from being billed to their telephone number, provided the transmitting operator checks the validation database.

R. Prohibit Billed to Third and Collect Calls

This feature combines the Prohibit Billed to Third Number and the Prohibit Collect Calls features.

S. Repeat Dialing

Allows the Customer to have local calls automatically redialed when the first attempt reaches a busy number. The busy line will be monitored for 30 minutes. When the line is free a distinctive ringing will notify the customer that the call is being connected.

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5.2. FEATURES (Cont'd)

5.2.1. Optional Features (Cont'd)

T. Speed Dialing 8

This feature allows the Customer to establish a connection to certain directory numbers by dialing one digit instead of seven to ten digits. Up to eight numbers may be stored in memory.

U. Speed Dialing 30

This feature allows the Customer to establish a connection to certain directory numbers by dialing two digits instead of seven to ten digits. Up to 30 numbers may be stored in memory.

V. Three-Way Calling

This feature allows the Customer to connect a third party call to an existing call, thereby establishing a three-way conference call. The Customer assumes financial responsibility for all calling charges generated by the use of this feature. This feature is available on a monthly subscription or a pay-per-use basis.

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5.2. FEATURES (Cont'd)

5.2.2. Feature Packages

The Customer may choose to subscribe to any one of the following feature packages per line. New or existing Customers who subscribe to the Block of Time, "By the Minute", or Local Only offers may order the Two Feature Pack or the Multi Feature Pack for use with additional lines only. New or existing Customers who subscribe to the Basic Local Only offer may order the Two Feature Pack or the Multi Feature Pack for use with primary or additional lines.

A. Three Feature Pack

Includes Call Waiting, Caller ID Deluxe, and Three-Way Calling.

Beginning May 4, 2001, the Three Feature Pack is only available on the first line of the Local Only, "By the Minute", and Block of Time plans as specified in Section 5.1, preceding. Customers having subscribed to the Three Feature Pack on other lines or plans prior to May 4, 2001, may retain that package until such time as changes are made to the account or service and the then currently-available Feature Pack and pricing will apply.

B. Ten Feature Pack

Includes Call Waiting, Caller ID Deluxe, Three-Way Calling, Call Forwarding Variable, Call Return, Repeat Dialing, Call Forwarding Selective, Call Screening, Speed Dial 30, and Distinctive Ring.

Beginning May 4, 2001, the Ten Feature Pack is no longer available for selection. Customers having subscribed to the Ten Feature Pack prior to May 4, 2001, may retain that package until such time as changes are made to the account or service and the then currently-available Feature Pack and pricing will apply.

C. Two Feature Pack

Includes Call Waiting and Caller ID Deluxe.

The Two Feature Pack is available on additional lines ordered in conjunction with the Local Only, "By the Minute", and Block of Time plans. It is also available on the initial line or any additional lines ordered in conjunction with the Basic Local Only plan.

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5.2. FEATURES (Cont'd)

5.2.2. Feature Packages (Cont'd)

D. Multi Feature Pack

Includes Call Waiting, Caller ID Deluxe, Three-Way Calling, Call Forwarding Variable, Call Return, Repeat Dialing, Call Forwarding Selective, Remote Access to Call Forwarding, Call Screening, Speed Dial 30, Distinctive Ring, and Anonymous Call Rejection.

The Multi Feature Pack is available on additional lines ordered in conjunction with the Local Only, "By the Minute", and Block of Time plans. It is also available on the initial or any additional lines ordered in conjunction with the Basic Local Only plan.

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5.2 FEATURES (Cont'd)

	<u>Per Use Charges</u>		
5.2.3. Rates and Charges	<u>Charge Per Call</u>	<u>Monthly Cap</u>	<u>Monthly Charge</u>
A. Optional Features			
1. Anonymous Call Rejection	-	-	\$0.00
2. Call Forwarding Remote Access	-	-	\$1.00
3. Call Forwarding Selective	-	-	\$3.00
4. Call Forwarding Variable	-	-	\$2.75
5. Call Return	\$0.50	\$4.00	\$3.50
6. Call Return Blocking	\$0.00	-	-
7. Call Screening	-	-	\$2.00
8. Call Trace	\$0.90	-	-
9. Call Waiting	-	-	\$3.25
10. Caller ID Deluxe	-	-	\$6.75
11. Caller ID Blocking Per Line	-	-	\$0.00
12. Caller ID Blocking Per Call	\$0.00	-	-
13. Custom Ring Service	-	-	\$4.00
14. Distinctive Ring Service	-	-	\$2.75
15. LD Alert	-	-	\$0.00
16. Prohibit Billed to Third Number Calls	-	-	\$0.00
17. Prohibit Collect Calls	-	-	\$0.00
18. Prohibit Billed to Third Number & Collect Calls	-	-	\$0.00
19. Repeat Dialing	\$0.75	\$3.75	\$2.75
20. Speed Dialing 8	-	-	\$1.25
21. Speed Dialing 30	-	-	\$3.50
22. Three-Way Calling	-	-	\$2.75
B. Feature Packages			<u>Monthly Charge</u>
1. Three Feature Pack ¹			\$9.00
2. Ten Feature Pack ¹			\$20.25
3. Two Feature Pack			\$9.00
4. Multi Feature Pack			\$13.00

Note 1: As of May 4, 2001, the Three Feature Pack and the Ten Feature Pack will be available only to existing subscribers, as specified in Section 5.2.2.

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5.3. 900 INFORMATION SERVICE BLOCKING

5.3.1. General

900 Information Service Blocking is provided as the default service option to restrict calls from the Customer's exchange access line to all 900 and/or 976 service access codes. At the Customer's request, this feature may be deactivated where billing capability for these calls exists.

5.3.2. Regulations

A. When the blocking is activated, direct dialed calls to all 900 and/or 976 service numbers from the Customer's exchange access line will be blocked. These blocked calls will be directed to an announcement.

B. This option does not prevent Customers from placing 900/976 calls from their exchange access line using other Operator Service Providers. In addition, this option does not prevent Customers from placing operator-assisted or credit card calls to 900/976 services from a line that is not blocked.

C. There is no charge for a Customer to implement 900 Information Service Blocking. A service charge to deactivate or reactivate the blocking will apply as specified in Section 6.3.

5.3.3. Rates and Charges

	<u>Nonrecurring Charge</u>
Deactivate or Reactivate Information Service Blocking	\$5.00

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5.4. TOLL RESTRICTION

5.4.1. General

This service provides Customers with the ability to block outbound long distance calling from their local exchange access line.

5.4.2. Regulations

A. A nonrecurring charge as set forth below will apply for each line restricted, except that Toll Restriction will be provided at no charge to Lifeline Service subscribers.

B. Toll Restriction will block the following types of calls:

- 1+ 7 Digit Long Distance
- 1+ 10 Digit Long Distance
- 00+
- 00-
- 01+
- 011+
- 1010XXX
- 0+ 7 Digit Long Distance
- 0+ 10 Digit Long Distance
- 7 Digit Long Distance

5.4.3. Rates and Charges

Nonrecurring
Charge

Per Line Restricted

\$0.00

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5.5. OPERATOR ASSISTED SERVICES

5.5.1. General

A service charge will apply to calls placed with the assistance of a Company Operator. Various billing arrangements are available with Operator Assisted Service including Calling Card, Commercial Credit Card, Operator Station (Collect, Billed to Third Party, other Operator Assisted) and Person-to-Person.

5.5.2. Customer Dialed Calling Card

A Customer Dialed Calling Card service charge will apply when the Customer dials a call and bills it to a Calling Card. Operator Dialed Calling Card calls and Calling Card calls in which the customer requests the assistance of an operator will be billed the Operator Station service charge in lieu of the Calling Card service charge.

5.5.3. Operator Station

An Operator Station service charge applies when calls are completed with the assistance of a Company Operator, except as specified for Customer Dialed Calling Card and Person-to-Person calls.

5.5.4. Person-to-Person

Person-to-Person charges apply when the calling party specifies to the operator a particular person to be reached, or a particular station, department, or office to be reached through a PBX or Centrex attendant. After the called station has been reached, if the called party is unavailable and the calling party requests or agrees to speak to a party other than the party initially specified, the call is still billed as a Person-to-Person call. The calling party is responsible for identifying the party at the called station.

5.5.5. Public Payphone Surcharge

A Public Payphone Surcharge applies to all completed local calls placed from a public/semi-public payphone that are not paid for on a sent paid basis, and applies in addition to any other applicable service charge.

The Public Payphone Surcharge does not apply to the following calls:

- Calls paid for by inserting coins at the public/semi-public payphone.
- Calls placed from stations other than public/semi-public payphones.
- Telecommunications Relay Service calls.

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5.5. OPERATOR ASSISTED SERVICES

	<u>Rate Per Minute</u>	<u>Service Charge Per Call</u>
5.5.6. Rates and Charges		
A. Customer Dialed Calling Card		
1. Billed to an AT&T CIID/891 Calling Card associated with the Customer's main billed account	\$0.25	\$0.00
2. All other Customer dialed Calling Card calls	\$0.00	\$0.70
B. Operator Station		
1. Automated Calls	\$0.00	\$1.35
2. Operator Assisted Calls	\$0.00	\$1.70
C. Person-to-Person	\$0.00	\$3.45
D. Public Payphone Surcharge	\$0.00	\$0.30

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5.6. DIRECTORY ASSISTANCE SERVICE

5.6.1. General

Directory Assistance Service is furnished upon Customer request for assistance in determining telephone numbers. Customers will be charged for all requests including requests for listings that are not available or not found.

5.6.2. Regulations

Directory Assistance charges apply on a per call basis, with a maximum of two requested telephone numbers allowed per call. A Directory Assistance call charged to a calling card or to a third number will be billed the appropriate operator charge, plus the charge for Directory Assistance.

A. Monthly Call Allowance

An allowance of two direct dialed local Directory Assistance calls per month without charge is permitted for each residence local exchange service line. Call allowances or calls are not transferable between separate accounts of the same Customer.

B. Exemptions

Charges for Directory Assistance Service are not applicable to the following types of calls:

1. Calls from patients in hospitals, skilled nursing homes and convalescent homes which have been properly licensed by the Commonwealth of Pennsylvania and which have as their predominant undertaking the surgical, medical and nursing care of the sick and disabled.

2. Calls placed from residence telephones where a member of the Customer's household has been certified by a registered physician or a designated agency as unable to use a directory because of a visual or physical handicap.

5.6.3. Rates and Charges

	<u>Service Charge</u>
Directory Assistance Charge per Call	\$0.40

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5.7. DIRECTORY ASSISTANCE CALL COMPLETION SERVICE

5.7.1. General

Directory Assistance Call Completion Service provides a Customer calling Directory Assistance with the option of having the call completed to the requested number. A service message will inform the Customer that he may be connected to the requested number automatically for a specified additional charge.

5.7.2. Regulations

A. Directory Assistance Call Completion Service is furnished only where facilities are available. Directory Assistance charges and normal usage charges apply in addition to a Directory Assistance Call Completion Service charge.

B. In situations where the calling number cannot be billed directly, the call will be completed automatically only as a Calling Card, Billed to Third Number or Collect call. The charge appropriate to the billing option used will apply in addition to the Directory Assistance Call Completion Service charge.

C. When a caller requests more than one number from Directory Assistance, Directory Assistance Call Completion Service is offered only for the last number requested.

D. The Directory Assistance Call Completion Service charge applies only to calls actually completed.

E. The Directory Assistance Call Completion Service charge will be credited for completion of calls to the wrong number, incomplete connections or calls with unsatisfactory transmission.

F. The Directory Assistance Call Completion Service charge does not apply to disabled persons who are exempt from the Directory Assistance charge.

5.7.3 Rates and Charges

	<u>Service Charge</u>
Directory Assistance Call Completion, each completed call	\$0.30

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5.8. BUSY LINE VERIFICATION AND INTERRUPT SERVICE

5.8.1. General

Upon request of a calling party, the Operator will verify a busy condition on a called line. The Operator will determine whether the line is clear or in use and report its status to the calling party. The Operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

Busy Line Verification and Interrupt service is furnished where and to the extent that facilities permit. The Customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

5.8.2. Regulations

A. A charge will apply when: 1) the operator verifies that the line is busy with a call in progress, 2) the operator verifies that the line is available for incoming calls; or 3) the operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party of the name of the calling party. Charges apply for both verification and interruption.

B. No charge will apply when: 1) the calling party advises that the call is to or from an official public emergency agency; or 2) under conditions other than those stated in A. above.

5.8.3. Rates and Charges

	<u>Charge</u> <u>Per Use</u>
A. Busy Line Verification, each	\$1.35
B. Busy Line Interrupt, each	\$1.95

Note: A Busy Line Verification charge also applies for each Busy Line Interruption.

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5.9. DIRECTORY LISTINGS

5.9.1. General

The Company will arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier. The regulations specified herein for directory listings apply only to the alphabetical section of the directory. Any applicable monthly charges may be found in Section 5.9.5, following. Listings are intended solely for the purpose of identifying the Customer's telephone number and as an aid to the use of telephone service.

5.9.2. Regulations

A. The listings of Customers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by Customers or prospective Customers, the Company will not be a party to controversies between Customers as a result of the publication of such listings in the directories.

B. The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the Customer is not impaired.

C. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories or in accepting listings as presented by the Customer.

D. The Customer will receive a standard listing in the alphabetical section of the directory which serves the Customer's location.

E. The Customer may request a Foreign Listing, which is a listing entered in the alphabetical list of a directory other than that in which the Customer is regularly listed.

F. A Customer may be furnished a duplicate listing, which is considered necessary to facilitate the use of the directory by the public; e.g., a Customer's name spelled in two ways may be listed twice in alphabetical order according to the different spellings.

G. A service charge will apply for any Customer-requested change in listing, as specified in Section 5.9.5.

H. Upon disconnection of a line the Customer may request an extended announcement referring the caller to the Customer's new number, for an additional charge per month, up to three months from the date of disconnect.

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5.9. DIRECTORY LISTINGS (Cont'd)

5.9.3. Non-Published Numbers

A. General

Non-Published telephone numbers are listed in neither the directories nor Directory Assistance records available to the general public.

B. Regulations

Incoming calls will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. The acceptance by the Company of the Customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the Customer.

The Company's liability, if any, for its gross negligence or willful misconduct, or the right, if any, of the Customer to seek any legal remedies available for the same, is not limited by this tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to, the Customer for damages associated with publishing the non-published telephone number in the directory or disclosing said number to any person, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have made for that non-published number for the affected period.

Except as provided above, the Customer shall hold the Company harmless for any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication/non-publication of the Non-Published Number or the disclosing/non-disclosing of said number to any person.

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5.9. DIRECTORY LISTINGS (Cont'd)

5.9.4. Non-Listed Numbers

A. General

Non-Listed telephone numbers are not listed in the directories but are included in Directory Assistance records available to the general public.

B. Regulations

The acceptance by the Company of the Customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the Customer.

The Company's liability, if any, for its gross negligence or willful misconduct or the right of the Customer to seek any legal remedy available for the same is not limited by this tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to, the Customer for damages associated with publishing the telephone number of a non-listed number in the directory, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have made for that non-listed number for the affected period.

Except as provided above, the Customer shall hold the Company harmless for any and all claims for damages caused or claims to have been caused, directly or indirectly, by the publication of the non-listed number.

5.9.5. Rates and Charges

	<u>Nonrecurring Charge</u>	<u>Monthly Charge</u>
A. Standard Listing	-	\$0.00
B. Additional Listings		
1. Additional Alphabetical Listing	-	\$0.00
2. Foreign Listing	-	\$0.00
3. Duplicate Listing	-	\$0.00
C. Extended Referral	\$2.00	-
D. Non-Published Numbers, each	-	\$1.65
E. Non-Listed Numbers, each	-	\$1.15
F. Directory Listing Change Charge	\$5.00	-

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AT&T BROADBAND LOCAL SERVICE

5. AT&T BROADBAND RESIDENTIAL SERVICE

5.10. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911)

5.10.1. General

The Company will provide a universal central office number 911 for the use of Public Safety Answering Points (PSAP) engaged in providing telecommunications services for a Public Agency engaged in protecting the safety and property of the general public. Use of the 911 number will provide the public with a means of simple and direct telephone access to such Public Safety Answering Points.

In providing this service, the Company will arrange to route 911 telephone calls from telephones with specified Area Code and central office designations to a Public Safety Answering Point specified by an appropriate Public Agency.

5.10.2. Glossary of Terms

Host Telephone Company: The service provider, which is also the telecommunications public utility that provides 9-1-1 service to the county/municipality, and that houses the Automatic Location Identification (ALI)/MSAG data used for providing 9-1-1 service.

Telephone Company: A telecommunications public utility regulated by the Pennsylvania Public Utility Commission and which has or requests access to the county/municipality 9-1-1 system or connection to the serving selective router, including, but not limited to, local exchange carriers and competitive local exchange carriers. The term is synonymous with 'service provider'.

Content: The data elements of the MSAG including, but not limited to, the data elements that are entered into the following fields A-I of a standard MSAG record:

- A. Tax area record
- B. Locality
- C. Street
- D. Thoroughfare
- E. Directional [where required]
- F. Even (E), Odd (O), or All (A) [applied to house numbers]
- G. Low-High range of house numbers
- H. PSAP (Public Safety Answering Point)
- I. LAT/LONG (Latitude/Longitude) [where required]

Formatting, Format: Shall include changes to the identity of fields, order of fields, and number and arrangement of data elements in each field, and a telephone company's rearrangement or regrouping of such data, without changing the MSAG content, for purposes of validating against MSAG records.

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AT&T BROADBAND LOCAL SERVICE

5. AT&T BROADBAND RESIDENTIAL SERVICE

5.10. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911) (Cont'd)

5.10.3. Regulations

A. The Company will comply with the Protocols as set forth in, and in the form of, Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order (MSAG); Docket No. P-00971203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998.

B. The Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.

C. The Company's liability and insurance provisions are fully stated in this Tariff, Section 2, General Regulations.

D. Cases of service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.

E. The service provider will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.

F. The Host Telephone company will install the county's/municipality's MSAG in 'read/write' format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within ten (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.

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AT&T BROADBAND LOCAL SERVICE

5. AT&T BROADBAND RESIDENTIAL SERVICE

5.10. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911) (Cont'd)

5.10.3. Regulations (Cont'd)

G. The Company shall not otherwise modify the content of the MSAG, but may make formatting changes approved by the county/municipality necessary to enable the MSAG to conform to the Company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/ municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate customer information for input to the ALI database.

H. The service provider will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/ municipality's 9-1-1 coordinator, or his or her designee.

I. The Company will not, without the written consent of the county/ municipality, modify or create any derivative of the county's/ municipality's MSAG, except as follows: one mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the host telephone company, but shall be made solely in read-only format by all other telephone companies), and the Company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.

5.10.4. Rates and Charges

No local usage charge applies to the calling party for calls to the 911 emergency number.

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AT&T BROADBAND LOCAL SERVICE

5. AT&T BROADBAND RESIDENTIAL SERVICE

5.11. LIFELINE ASSISTANCE

5.11.1. General

Lifeline Assistance Service is a Residence offering for low-income Customers who qualify for this service in accordance with the following regulations. Customers who qualify for Lifeline Service may also qualify for Link Up America Service.

5.11.2. Regulations

A. Lifeline Assistance Service is available to qualified residence Customers and is provided via a residence Local Exchange Service 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 four (4) years old must pay the entire balance of any basic service final bill before being eligible for Lifeline Service.

B. Lifeline Assistance Service consists of the following standard features and optional Customer elected services at the applicable rates, charges and regulations for each feature and service provided:

1. Basic Local Only Service access line
2. Directory Listing
3. Non-Published or Non-Listed Telephone Number Service
4. Access to Directory Assistance Service
5. TouchTone Calling
6. Access to long distance service; however, access to 976/556/900 numbers and other types of Audiotex Service will be blocked.
7. Access to Operator Services
8. Voluntary Toll Restriction
9. Link Up America
10. Access to toll free dialing services
11. Access to Call Trace
12. Access to Alerting and Reporting Systems (911 dialing)
13. Access to the Pennsylvania Telecommunications Relay Service
14. Caller ID Per-Call Blocking and Per-Line Blocking
15. One optional vertical service¹

Note 1: When a Lifeline customer subscribes to the Company's or a private vendor's voice mail service as the optional vertical service, a second vertical service may be added if necessary to make the voice mail service function.

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AT&T BROADBAND LOCAL SERVICE

5. AT&T BROADBAND RESIDENTIAL SERVICE

5.11. LIFELINE ASSISTANCE (Cont'd)

5.11.2. Regulations (Cont'd)

C. An applicant for Lifeline Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs, or federal public housing, and be able to provide proof of income which is at or below 150% of the annual *United States Census Bureau Poverty Level Guidelines For All States (Except Alaska and Hawaii) and the District of Columbia*. Recertification of Lifeline Service participants will be conducted biennially by the Company.

Pennsylvania Department of Public Welfare Lifeline Service Programs:

- Temporary Assistance for Needy Families (TANF)
- General Assistance (GA)
- Supplemental Security Income (SSI)
- Medicaid
- Food Stamps
- Low Income Home Energy Assistance Program (LIHEAP)

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

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AT&T BROADBAND LOCAL SERVICE

5. AT&T BROADBAND RESIDENTIAL SERVICE

5.11. LIFELINE ASSISTANCE (Cont'd)

5.11.2. Regulations (Cont'd)

D. Lifeline Service will be provided to a Customer only so long as such Customer continues to meet the participation and certification guidelines in C. above. At the time of initial establishment of Lifeline Service, the Customer agrees to have his or her eligibility certified as determined by the 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 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 the notification), the Customer can contact the Company to negotiate new Local Exchange Service arrangements at applicable tariff rates (no connection charges will apply for existing services or options retained). If the Customer does not contact the Company by the end of the notification period, the Lifeline Service will be changed to applicable Local Exchange Service at existing tariff rates (no connection charges will apply for existing services or options retained). Upon contacting the Company, the Customer will have 10 working days to complete the low-income certification or recertification process in order to retain Lifeline Service.

E. 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.

F. Only services listed in B. above will be provided to Lifeline Customers. All other premium services offered by the Company will not be available.

G. Lifeline Service Customers are required to apply for the Link Up America benefit when applicable.

H. Customer requested temporary suspension of Lifeline Service is not permitted.

I. Lifeline Service does not apply to applicants who are full time students living in a university or college controlled housing.

J. The applicant must not be a dependent for Federal Income Tax purposes, unless he or she is 60 years of age or older.

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AT&T BROADBAND LOCAL SERVICE

5. AT&T BROADBAND RESIDENTIAL SERVICE

5.11. LIFELINE ASSISTANCE (Cont'd)

5.11.2. Regulations (Cont'd)

K. Lifeline Customers are subject to all Residence service regulations in this and other tariffs of the Company.

L. All outstanding charges, account balances and service restrictions apply to existing Customers who qualify for Lifeline Service. Service restrictions will remain until the arrearage(s) have been paid in full.

M. Any Lifeline Customer who has a past due balance of \$20.00 or more in toll charges will be automatically restricted from access to toll services until the outstanding balance is paid.

N. Toll-Restriction Service will be provided at no charge to Lifeline Service subscribers.

O. Lifeline Service cannot be resold by the Lifeline Customer or the Lifeline Customer's agent.

5.11.3. Rates and Charges

A. The monthly rate for Lifeline Service is the Local Exchange Service Basic Local Only Offer rate less \$5.50.

B. Lifeline Service Customers will receive a credit equal to the applicable Federal End User Subscriber Line Charge monthly rate.

C. The amount of the Lifeline discount shall not exceed the total of the federal End-User Subscriber Line Charge and Local Exchange Service access line rate charged to the Lifeline Service Customer.

D. Lifeline Service is subject to all applicable state, local and federal taxes and surcharges, and to all applicable tariff regulations, rates, charges, and surcharges.

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AT&T BROADBAND LOCAL SERVICE

5. AT&T BROADBAND RESIDENTIAL SERVICE

5.12. LINK UP AMERICA

5.12.1. General

Link Up America is a program designed to promote universal service by providing a discount on service connection charges for qualified low-income Customers. Customers who qualify for Link Up America may also qualify for Lifeline Service.

5.12.2. 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. An applicant for Link Up America Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs or federal public housing, and be able to provide proof of income which is at or below 150% of the annual *United States Census Bureau Poverty Level Guidelines For All States (Except Alaska and Hawaii) and the District of Columbia*. Recertification of Lifeline Service participants may be conducted biennially by the Company.

Pennsylvania Department of Public Welfare Lifeline Service Programs:

- Temporary Assistance for Needy Families (TANF)
- General Assistance (GA)
- Supplemental Security Income (SSI)
- Medicaid
- Food Stamps
- Low Income Home Energy Assistance Program (LIHEAP)

The applicant must self-certify the requirements set out in A.1 above. The DPW Programs listed above must be certified by DPW. Such certification by DPW will be provided only when a DPW client requests Link Up America service based on the client's status as a participant in any of the above eligibility programs. Certification by DPW will be limited to confirmation of the client's program status (i.e., participation or non-participation). Participation by DPW is subject to execution of an agreement with DPW and the Company.

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AT&T BROADBAND LOCAL SERVICE

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5.12. LINK UP AMERICA (Cont'd)

5.12.2. Regulations (Cont'd)

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.

C. Link Up America applicants are not exempt from Company deposit requirements.

D. The Link Up America discount does not apply to the installation of inside wire.

E. Service will not be established at discounted rates prior to receipt of certification. Service will be established at full Service Connection charges. If certification is received within 60 days of original application for service, credit will be applied to provide the Link Up America discount.

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

5.12.3. Rates and Charges

The Link Up America program provides for a 50% discount on the Service Connection Charge associated with the connection of a new residence local exchange access line as specified in Section 4.5. The total amount of the discount may not exceed \$30.00 and the remaining charges will be billed to the Link Up America Customer.

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AT&T BROADBAND LOCAL SERVICE

5. AT&T BROADBAND RESIDENTIAL SERVICE

5.13. PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE (TRS)

5.13.1. General

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

5.13.2. Surcharge

In addition to the charges provided in this tariff and the Company's other intrastate tariffs, a surcharge will apply to all residence 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 a funding vehicle for the operation of the Pennsylvania Telecommunications Relay Service, and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the Pennsylvania Relay Service Surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing 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.

5.13.3. Rates and Charges

	<u>Monthly Rate</u>
Pennsylvania TRS Surcharge applicable to all bills issued on or after July 1, 1999, per Residence access line	\$0.06

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AT&T BROADBAND LOCAL SERVICE

5. AT&T BROADBAND RESIDENTIAL SERVICE

5.14. CUSTOMER SATISFACTION GUARANTEE

The Company will provide a Customer Satisfaction Guarantee to Customers who are first-time subscribers to AT&T Broadband Residential Local Service and who subscribe on or before July 5, 2001. Customers are limited to a one-time credit under this offer, though they may subscribe to one or more of the plans available under AT&T Residential Local Service as specified in Section 5.1, preceding. Within 30 days of the initial installation of AT&T Residential Local Service, the Customer must send written notification to the address indicated below to advise the Company of dissatisfaction with such service and advise the Company that the Customer desires local service to be re-established with the former local service provider. The Company will provide such Customers with a \$100 credit on the final bill; any excess credit after all final bill charges have been rendered will be refunded to the Customer by check within 10 weeks of the date of disconnection of service.

Correspondence regarding this offer must be postmarked within 30 days of the initial installation of AT&T Broadband Residential Local Service and should be addressed to:

AT&T Broadband
5619 DTC Parkway, 7th Floor
Englewood, CO 80111
ATTN: Customer Satisfaction Guarantee

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AT&T BROADBAND LOCAL SERVICE

6. SPECIAL ARRANGEMENTS

6.1. MARKET TRIALS

The Company may offer service to test and evaluate service capabilities, implementation procedures, technical processes, etc., or for market research including rate experimentation purposes. Such trials will be for a limited duration. The Company will file tariff pages for each market trial.

6.2. PROMOTIONAL OFFERINGS

From time to time, the Company will introduce promotional offerings. The Company may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration.

Each promotional offering may have a duration no longer than six months and may not be offered more than once in any consecutive twelve month period.

Any Customer will be allowed to participate in a promotional offering upon request, provided the Company has the necessary facilities and billing capabilities to permit such participation.

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AT&T BROADBAND LOCAL SERVICE

6. SPECIAL ARRANGEMENTS

6.2. PROMOTIONAL OFFERINGS (Cont'd)

6.2.1. AT&T Broadband Residential Local Service Installation Save
Promotion

Beginning February 21, 2001, and ending August 21, 2001, AT&T Broadband may provide eligible new Customers the opportunity to enroll in the following offer during a marketing contact with AT&T.

Eligible Customers are those who will have ordered, but not yet had installed, one of the AT&T Broadband Residential Local Service offers described in Section 5.1. In addition, one of the following conditions must be met:

- The Customer verbally confirms with an AT&T installation or marketing contact that another local exchange carrier has made a request to the Customer, within the last 30 days, to convert to or remain with that carrier since having selected AT&T Broadband Residential Local Service and that the Customer intends to cancel the order with AT&T.
- The Customer verbally confirms with an AT&T installation or marketing contact that another local exchange carrier has offered an incentive to the Customer, within the last 30 days, to convert to or remain with that carrier since having selected AT&T Broadband Residential Local Service and that the Customer intends to cancel the order with AT&T.
- The Customer requests comparative service or price information of an AT&T installation or marketing contact for the purpose of reconsidering the selection of AT&T as the local service carrier.
- The Customer indicates any reluctance to proceed with the installation of AT&T service.

As an incentive to complete installation, AT&T Broadband will offer such eligible Customers a bill credit of an amount not to exceed \$100.00. This offer is limited to first-time Customers, one offer per Customer.

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AT&T BROADBAND LOCAL SERVICE

6. SPECIAL ARRANGEMENTS

6.2. PROMOTIONAL OFFERINGS (Cont'd)

6.2.2. AT&T Broadband Residential Local Service Save Promotion

Beginning February 21, 2001, and ending August 21, 2001, AT&T Broadband may provide eligible Customers the opportunity to enroll in the following offer during a marketing contact with AT&T.

Eligible Customers must be presubscribed to AT&T Broadband as their local service carrier and have selected one of the AT&T Broadband Residential Local Service plans as described in Section 5.1, at the time this offer is made. In addition, one of the following conditions must be met:

- The Customer verbally confirms with an AT&T marketing contact that the Customer intends to disconnect service with AT&T.
- The Customer verbally confirms with an AT&T marketing contact that the Customer intends to convert to another local exchange carrier.
- The Customer requests an incentive and/or promotion for which the Customer is not eligible.

The Company will provide such eligible Customers with a bill credit of an amount not to exceed \$100.00. This offer is limited to one per Customer.

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AT&T BROADBAND LOCAL SERVICE

6. SPECIAL ARRANGEMENTS

6.2. PROMOTIONAL OFFERINGS (Cont'd)

6.2.3. AT&T Broadband Residential Local Service Spring Promotion

Beginning April 17, 2001, and ending May 19, 2001, AT&T Broadband will provide eligible new Customers the opportunity to enroll in the following offer by calling an AT&T-designated number or during a marketing contact with AT&T.

Customers who newly select AT&T Broadband as their local service provider and request a subscription to one of the Residential Local Service plans as described in Section 5.1, preceding, will receive a \$50 certificate that may be remitted to the Company as payment on the Customer's telephony account. One certificate will be issued to the Customer of record within 60 days of the date of installation of service. This certificate is non-transferable, may be applied as payment only if the account is in current standing at the time of remittance, and must be received by the Company on or before October 24, 2001. The certificate has no cash value. When the certificate is applied to a Customer's active account, a credit balance will offset the following month's charges. When the certificate is applied to a Customer's disconnected account of \$50 or less, any resulting credit balance will be retained by the Company.

This offer does not include the waiver of appropriate taxes or surcharges, and is limited to one per Customer. Additionally, Customers subscribing to Lifeline, employees of the Company, or Customers participating in any other offer pertaining to the monthly recurring charge of the selected plan are not eligible to participate in this offer.

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AT&T BROADBAND LOCAL SERVICE

6. SPECIAL ARRANGEMENTS

6.2. PROMOTIONAL OFFERINGS (Cont'd)

6.2.4. AT&T Broadband Residential Local Service May Promotion

Beginning May 20, 2001, and ending June 29, 2001, AT&T Broadband will provide eligible new Customers the opportunity to enroll in the following offer by calling an AT&T-designated number or during a marketing contact with AT&T Broadband Local Service.

Customers who newly select AT&T Broadband as their local service provider and request a subscription to one of the Residential Local Service plans as described in Section 5.1, preceding, will receive a reduction of the monthly recurring charge for the Customer's service plan for three months. The amount of this reduction is based upon the number of lines the Customer orders, as follows:

<u>Number of Lines Ordered</u>	<u>Amount of Reduction Per Month</u>
1-line service	\$5.00
2 or more line service	\$10.00

This offer does not include the waiver of appropriate taxes or surcharges, and is limited to one offer per Customer. Additionally, Customers subscribing to the Basic Local Only plan, employees of the Company, or Customers participating in any other offer pertaining to the monthly recurring charge of the selected plan (including the one-time bill credit specified in Section 5.1, preceding) are not eligible to participate in this offer.

6.2.5. AT&T Broadband Residential Local Service \$9.95 Installation Promotion

Beginning July 6, 2001, and ending on August 15, 2001, the Company will reduce the nonrecurring installation charge to \$9.95 for all new AT&T Broadband Residential Local Service Customers who have service installed during this time. This promotion is available on orders placed during the promotional period and completed during this time or at the next available offered due date. This offer is limited to one per Customer.

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AT&T BROADBAND LOCAL SERVICE

6. SPECIAL ARRANGEMENTS

6.2. PROMOTIONAL OFFERINGS (Cont'd)

6.2.6. AT&T Broadband Residential Local Service Free Installation
Promotion

Beginning August 15, 2001, and continuing through October 15, 2001, the Company will waive the nonrecurring installation charge for all new AT&T Broadband Residential Local Service Customers who have service installed during this time. This promotion is available on orders placed during the promotional period and completed during this time or at the next available offered due date. This offer is limited to one per Customer.

6.2.7. Money Back Guarantee

Beginning August 15, 2001, and ending October 15, 2001, AT&T will provide the following offer to eligible Customers. First-time subscribers to one of the AT&T Broadband Residential Local Service offers described in Section 5.1 may request a one-time credit under this promotion.

Within 30 days of the initial installation of AT&T Broadband Residential Local Service, the Customer must send written notification to the address indicated below to advise the Company of dissatisfaction with the service. The Company will provide the Customer with a bill credit equal to one month's recurring charge of the Customer's selected service plan. The bill credit will not include the monthly recurring charges for ancillary features or services that may have been ordered in connection with the local service plan, charges for any billable usage on the account, or applicable taxes and surcharges. If the Customer elects to discontinue service, the credit will be applied to the account and any credit balance remaining after all final bill charges have been rendered will be refunded to the Customer by check within ten weeks of the date of disconnection of service.

Correspondence regarding this offer must be postmarked within 30 days of the initial installation of service and should be addressed to:

AT&T HFC Order Management
777 NW Blue Parkway
Lee's Summit, MO 64086

ILLUSTRATIVE TARIFF

AT&T BROADBAND PHONE
OF PENNSYLVANIA, LLC

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AT&T BROADBAND LOCAL SERVICE

6. SPECIAL ARRANGEMENTS

6.2. PROMOTIONAL OFFERINGS (Cont'd)

6.2.8. AT&T Broadband Residential Local Service First Month Free Promotion

Beginning September 15, 2001, and continuing through December 30, 2001, the Company will provide eligible new Residential Customers with the opportunity to enroll in the following offer during a marketing contact with AT&T Broadband Local Service. Customers who newly select AT&T Broadband as their local service provider and request a subscription to one of the Residential Local Service plans as described in Section 5.1, will receive a one-time bill credit equal to the first monthly recurring charge of the AT&T Broadband Local Service offer to which the Customer is subscribed. This offer is not applicable to the monthly recurring charges for ancillary features or services that may have been ordered in connection with such plan, nor to charges for any billable usage on the account.

6.2.9. Residential Local Service Long Distance Upgrade Promotion

Beginning September 30, 2001, and ending November 30, 2001, AT&T Broadband will provide eligible Customers the following offer. Customers who presently subscribe to one of the Residential Local Service plans described in Section 5.1, preceding, and who agree to upgrade to one of the available Residential Local Service "By the Minute" or Block-of-Time offers, will receive a bill credit of \$8.40 within 12 weeks of the upgrade. Customers who presently subscribe to a Block-of-Time plan may also participate in this offer by upgrading their service to a larger Block-of-Time plan.

The Company will waive nonrecurring service change charges for Customers selecting upgraded plans under this promotion. This offer is limited to one per Customer and is not available in conjunction with any other offer pertaining to the monthly recurring charge of the selected service plan.

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AT&T BROADBAND LOCAL SERVICE

7. AT&T BROADBAND BUSINESS SERVICE

7.1. AT&T BROADBAND BUSINESS LOCAL SERVICE

AT&T Broadband Business Local Service provides the Customer with an access line and usage within a Local Calling Area for the transmission of two-way interactive switched voice or data communications. Local Calling Areas are described in Section 3.

The Company's services are furnished subject to the availability of facilities within the Local Serving Area and are subject to the terms and conditions of this tariff.

AT&T Broadband Business Local Service is offered as a stand-alone local offer or in conjunction with an associated long distance service provided by AT&T.

AT&T Broadband Business Local Service is subject to monthly recurring charges, usage rates, and, for certain call types, service charges on a per access line basis. For each local access line, a Customer may subscribe to one of the following options.

7.1.1. Broadband Business Basic

The Broadband Business Basic offer provides the Customer with an access line, touch-tone service, one commercial white page listing, one simple yellow page listing, 900/976 call blocking, and unlimited calling within the Customer's Local Calling Area, as defined in Section 3. Hunting is also included in the offer for multi-line Customers.

7.1.2. Broadband Business Bundle

The Broadband Business Bundle provides the Customer with services available in the Broadband Business Basic offer, as specified above, together with AT&T long distance service as described in AT&T Pa. P.U.C. No. 9, Section 7.2.

7.1.3. Broadband Business Bonus Bundle

The Broadband Business Bonus Bundle provides the Customer with services available in the Broadband Business Bundle offer, as specified above, with the Full Feature Package as described in this Tariff, Section 7.2.2, following.

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AT&T BROADBAND LOCAL SERVICE

7. AT&T BROADBAND BUSINESS SERVICE

7.1. AT&T BROADBAND BUSINESS LOCAL SERVICE (Cont'd)

7.1.4. Broadband Business Reserve

The Broadband Business Reserve offer provides the Customer with an access line, touch-tone service, one commercial white page listing, one simple yellow page listing, 900/976 call blocking, and calling on a per minute basis within the Customer's Local Calling Area, as set forth in Section 3. The Business Reserve line cannot be the Customer's primary line nor can it be a part of an associated Hunt group.

Calls on the Broadband Business Reserve line within the Customer's local calling area will be charged on a per-minute basis, as set forth in Section 7.1.5.B.

7.1.5. Rates and Charges

A. Monthly Charge Per Line ¹	Pittsburgh <u>Metro</u>	Pittsburgh <u>Non-Metro</u>
1. Broadband Business Basic	\$31.95	\$31.95
2. Broadband Business Bundle	\$28.95	\$28.95
3. Broadband Business Bonus Bundle	\$35.95	\$35.95
4. Broadband Business Reserve	\$10.95	\$10.95
		Each
B. Local Usage Charge	<u>Initial Minute</u>	<u>Additional Minute</u>
1. Broadband Business Reserve	\$0.05	\$0.025

Note 1: The Company will provide new Customers with a one-time bill credit equal to the first monthly recurring charge of the AT&T Broadband Business Local Service offer to which the Customer is subscribed, per billing telephone number.

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AT&T BROADBAND LOCAL SERVICE

7. AT&T BROADBAND BUSINESS SERVICE

7.2. CUSTOM CALLING FEATURES

Optional custom calling features are available with the Company's Local Exchange Service. Customers may order features individually or as part of a Feature Package, as shown below. Monthly Recurring Charges associated with features are applied per access line, and are in addition to any other applicable charges. Usage charges also apply to some features. The Company is not responsible for the compatibility of products and services of outside vendors.

7.2.1. Optional Features

Customers may order any one or more of the following optional features for a monthly charge as specified in Section 7.2.3.

A. Anonymous Call Rejection

This feature allows the Customer to reject calls from callers who have blocked identification of their telephone number to Caller ID display devices.

B. Call Forwarding Remote Access

Allows a Customer to activate or deactivate Call Forwarding Selective or Call Forwarding Variable from a line other than their base station line. The Customer uses a Personal Identification Number (PIN) to access Call Forwarding with Remote Access.

C. Call Forwarding Selective

This feature enables a Customer to program their telephone to forward calls from a selected list of telephone numbers to another telephone number. The Customer assumes financial responsibility for all calling charges generated by the use of this feature.

D. Call Forwarding Variable

This feature enables a Customer to program their telephone to forward all incoming calls to another telephone number. The Customer assumes financial responsibility for all calling charges generated by the use of this feature.

E. Call Return

This feature allows a Customer to recall the last incoming call by dialing a preset code. If the called number is busy, automatic processing of the call continues for up to 30 minutes until both lines are idle unless the Customer dials the deactivation code. Calls returned outside the local calling area are subject to toll charges. This feature is available on a monthly subscription or a per-use basis. Customers who choose the pay-per-use option are billed per activation, regardless of whether or not the attempted call is completed.

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AT&T BROADBAND LOCAL SERVICE

7. AT&T BROADBAND BUSINESS SERVICE

7.2. CUSTOM CALLING FEATURES (Cont'd)

7.2.1. Optional Features (Cont'd)

F. Call Screening

This feature permits Customers to designate up to 12 telephone numbers from which incoming calls will be automatically completed to a prerecorded announcement circuit which will indicate that calls are not being taken at that time.

G. Call Trace

Call Trace allows the Customer to initiate an automatic trace of the last call received. After receiving a call that is to be traced, the Customer dials a code and the traced number is automatically sent to the Company. The Customer will not receive the telephone number of the party who called. The Company will hold the traced telephone number for release to the appropriate law enforcement personnel. The Customer will be assessed a charge per successful trace. This feature is available on a monthly subscription or a per-use basis.

H. Call Waiting

The Call Waiting feature enables a Customer already on a call to be notified of another call by the sound of a Call Waiting tone. The Customer may place the existing call on hold and answer the new call. The Call Waiting feature may be canceled by dialing a preset code.

I. Caller ID

Caller ID allows the Customer to identify the telephone name and number from which a call is being made. The name and telephone number of the person initiating the call is displayed on a Customer-provided display device.

J. Caller ID Blocking Per Line*

This feature blocks the display of the Customer's name and telephone number to Caller ID display devices on all calls made from the subscribed line. Per Line Blocking will not prevent the display of originating telephone numbers to 911 emergency service providers.

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

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AT&T BROADBAND LOCAL SERVICE

7. AT&T BROADBAND BUSINESS SERVICE

7.2. CUSTOM CALLING FEATURES (Cont'd)

7.2.1. Optional Features (Cont'd)

K. Caller ID with Call Waiting

This feature combines the Caller ID and Call Waiting functions. The Customer must have a special Call Waiting/Caller ID unit that accommodates both functions.

L. Custom Ring Service

This service enables the Customer to have two telephone numbers associated with a single line. Each number when dialed will result in a distinctive ring that enables the Customer to determine which number is being called.

M. Distinctive Ring Service

Provides the Customer with the ability to build and maintain a list of up to 12 telephone numbers from which incoming calls will have a distinctive ringing pattern.

N. Hunting

For multi-line Customers, this feature provides the ability to have calls route to another line instead of reaching a busy signal. The Customer must have at least two Business lines and determine the order of call routing. Changes to the hunt sequence after initial installation will require a change in service request and will incur a service change charge as set forth in Section 4.5.2, preceding.

O. LD Alert

This feature allows the current call waiting and ringing operations to provide a distinctive ring or call waiting tone to incoming Long Distance calls.

P. Prohibit Billed to Third Number Calls

Allows a Customer to prevent all Billed to Third Number calls from being billed to their telephone number, provided the transmitting operator checks the validation database.

Q. Prohibit Collect Calls

Allows a Customer to prevent all Collect calls from being billed to their telephone number, provided the transmitting operator checks the validation database.

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7. AT&T BROADBAND BUSINESS SERVICE

7.2. CUSTOM CALLING FEATURES (Cont'd)

7.2.1. Optional Features (Cont'd)

R. Prohibit Billed to Third Number and Collect Calls

This feature combines the Prohibit Billed to Third Number and the Prohibit Collect Calls features.

S. Repeat Dialing

Allows the Customer to have local calls automatically redialed for up to 30 minutes when the first attempt reaches a busy number. This feature is available on a monthly subscription or per-use basis.

T. Speed Dialing 8

This feature allows the Customer to establish a connection to certain directory numbers by dialing one digit instead of seven to ten digits. Up to eight numbers may be stored in memory.

U. Speed Dialing 30

This feature allows the Customer establish a connection to certain directory numbers by dialing two digits instead of seven to ten digits. Up to 30 numbers may be stored in memory.

V. Three-Way Calling

This feature allows the Customer to connect a third party call to an existing call, thereby establishing a three-way conference call. The Customer assumes financial responsibility for all calling charges generated by the use of this feature.

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7. AT&T BROADBAND BUSINESS SERVICE

7.2. CUSTOM CALLING FEATURES (Cont'd)

7.2.2. Feature Packages

The Customer may choose to subscribe to any one of the following Feature Packages per line. Monthly Recurring Charges associated with each feature package are applied per access line, and are in addition to any other applicable charges.

A. One Feature Package

This Feature Package provides the Customer with a choice of one feature from those listed in Section 7.2.1.

B. Two Feature Package

This Feature Package provides the Customer with a choice of two features from those listed in Section 7.2.1.

C. Three Feature Package

This Feature Package provides the Customer with a choice of three features from those listed in Section 7.2.1.

D. Full Feature Package

This Feature Package provides the Customer with all of the features listed in Section 7.2.1.

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7. AT&T BROADBAND BUSINESS SERVICE

7.2. CUSTOM CALLING FEATURES (Cont'd)

7.2.3. Rates and Charges

In addition to the following rates, a nonrecurring Service Change Charge, as set forth in Section 4, preceding, will apply when a Customer requests a change in their selection of features.

	<u>Per Use Charges</u>		<u>Monthly Charge</u>
	<u>Charge Per Call</u>	<u>Monthly Cap</u>	
A. Optional Features			
1. Anonymous Call Rejection	-	-	\$4.00
2. Call Forwarding Remote Access	-	-	\$4.00
3. Call Forwarding Selective	-	-	\$4.00
4. Call Forwarding Variable	-	-	\$4.00
5. Call Return	\$0.50	\$4.00	\$4.00
6. Call Screening	-	-	\$4.00
7. Call Trace	\$0.50	\$4.00	\$4.00
8. Call Waiting	-	-	\$4.00
9. Caller ID	-	-	\$4.00
10. Caller ID Blocking Per Line	\$0.50	\$4.00	\$4.00
11. Caller ID with Call Waiting	-	-	\$4.00
12. Custom Ring Service	-	-	\$4.00
13. Distinctive Ring Service	-	-	\$4.00
14. Hunting	-	-	\$0.00
15. LD Alert	-	-	\$4.00
16. Prohibit Billed to Third Number Calls	-	-	\$0.00
17. Prohibit Collect Calls	-	-	\$0.00
18. Prohibit Billed to Third Number and Collect Calls	-	-	\$0.00
19. Repeat Dialing	\$0.50	\$4.00	\$4.00
20. Speed Dialing 8	-	-	\$4.00
21. Speed Dialing 30	-	-	\$4.00
22. Three-Way Calling	-	-	\$4.00
B. Feature Packages			
1. First Selected Feature			(Note 1)
2. Two Selected Features			\$6.50
3. Three Selected Features			\$9.00
4. Four Selected Features			(Note 2)

Note 1: Price for the First Selected Feature is as specified in A. above for the feature selected.

Note 2: If the Customer has selected the Broadband Business Basic offer, feature charges are capped at \$9.00 (features over third selection are free); if the Broadband Business Bundle is selected, the Customer will be automatically upgraded to the Broadband Business Bonus Bundle package that includes all features in the package price.

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7. AT&T BROADBAND BUSINESS SERVICE

7.3. 900 INFORMATION SERVICE BLOCKING

7.3.1. General

900 Information Service Blocking is provided as the default service option to restrict calls from the Customer's access line to all 900 and 976 service access codes. At the Customer's request, this option may be deactivated where billing capability is available.

7.3.2. Regulations

A. When the blocking is activated, direct dialed calls to all 900 and 976 service numbers from the Customer's exchange access line will be blocked. These blocked calls will be directed to an announcement.

B. This option does not prevent Customers from placing 900 and 976 calls from their access line using other Operator Service Providers. In addition, this option does not prevent Customers from placing operator-assisted or credit card calls to 900 and 976 services from a line that is not blocked.

7.3.3. Rates and Charges

There is no charge for a Customer to implement Information Service Blocking. A service charge to deactivate or reactivate the blocking will apply as follows.

	Nonrecurring <u>Charge</u>
Deactivate or Reactivate Information Service Blocking	\$0.00

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7.4. TOLL RESTRICTION

7.4.1. General

This service provides Customers with the ability to block outbound long distance calling from their local exchange access line.

7.4.2. Regulations

A. A nonrecurring charge as set forth in Section 7.4.3 will apply for each line restricted, except that Toll Restriction will be provided at no charge to Lifeline Service subscribers.

B. Toll Restriction will block the following types of calls:

1+ 7 Digit Long Distance
1+ 10 Digit Long Distance
00+
00-
01+
011+
1010XXX
0+ 7 Digit Long Distance
0+ 10 Digit Long Distance
7 Digit Long Distance

7.4.3. Rates and Charges

Nonrecurring
Charge

Per Line Restricted

\$0.00

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7. AT&T BROADBAND BUSINESS SERVICE

7.5. OPERATOR ASSISTED SERVICES

7.5.1. General

A service charge will apply to calls placed with the assistance of a Company Operator. Various billing arrangements are available with Operator Assisted Service including Calling Card, Commercial Credit Card, Operator Station (Collect, Billed to Third Party, other Operator Assisted) and Person-to-Person.

7.5.2. Customer Dialed Calling Card

A Customer Dialed Calling Card service charge will apply when the Customer dials a call and bills it to an AT&T CIID/891 Calling Card. Calls that are billed to a Local Exchange Company Calling Card or a Commercial Credit Card and Operator Dialed Calling Card calls will be billed the Operator Station service charge in lieu of the Calling Card service charge.

7.5.3. Operator Station

An Operator Station service charge applies when calls are completed with the assistance of a Company Operator, except as specified for Customer Dialed Calling Card and Person-to-Person calls.

7.5.4. Person-to-Person

Person-to-Person charges apply when the calling party specifies to the operator a particular person to be reached, or a particular station, department, or office to be reached through a PBX or Centrex attendant. After the called station has been reached, if the called party is unavailable and the calling party requests or agrees to speak to a party other than the party initially specified, the call is still billed as a Person-to-Person call. The calling party is responsible for identifying the party at the called station.

7.5.5. Public Payphone Surcharge

A Public Payphone Surcharge applies to all completed local calls placed from a public/semi-public payphone that are not paid for on a sent paid basis, and applies in addition to any other applicable service charge.

The Public Payphone Surcharge does not apply to the following calls:

- Calls paid for by inserting coins at the public/semi-public payphone.
- Calls placed from stations other than public/semi-public payphones.
- Telecommunications Relay Service calls.

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7. AT&T BROADBAND BUSINESS SERVICE

7.5. OPERATOR ASSISTED SERVICES (Cont'd)

7.5.6. Rates and Charges	Rate Per Minute	Service Charge Per Call
A. Customer Dialed Calling Card		
1. Billed to an AT&T CIID/891 Calling Card associated with the Customer's main billed account	\$0.00	\$0.50
2. All other Customer dialed Calling Card calls	\$0.00	\$0.70
B. Operator Station		
1. Automated Calls	\$0.00	\$1.35
2. Operator Assisted Calls	\$0.00	\$1.70
C. Person-to-Person	\$0.00	\$3.45
D. Public Payphone Surcharge	\$0.00	\$0.30

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7.6. DIRECTORY ASSISTANCE SERVICE

7.6.1. General

Directory Assistance Service is furnished upon Customer request for assistance in determining telephone numbers. Customers will be charged for all requests including requests for listings that are not available or not found.

7.6.2. Regulations

Directory Assistance charges apply on a per call basis, with a maximum of two requested telephone numbers allowed per call. A Directory Assistance call charged to a calling card or to a third number will be billed the appropriate operator charge, plus the charge for Directory Assistance.

A. Monthly Call Allowance

An allowance of two direct dialed local Directory Assistance calls per month is permitted without charge for each Business Local Service line. Call allowances or calls are not transferable between separate accounts of the same Customer.

B. Exemptions

Charges for Directory Assistance Service are not applicable to the following types of calls:

1. Calls from patients in hospitals, skilled nursing homes and convalescent homes which have been properly licensed by the Commonwealth of Pennsylvania and which have as their predominant undertaking the surgical, medical and nursing care of the sick and disabled.

7.6.3. Rates and Charges

	<u>Service Charge</u>
Directory Assistance Charge per Call	\$0.40

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7.7. DIRECTORY ASSISTANCE CALL COMPLETION SERVICE

7.7.1. General

Directory Assistance Call Completion Service provides a Customer calling Directory Assistance with the option of having the call completed to the requested number. A service message will inform the Customer that he may be connected to the requested number automatically for a specified additional charge.

7.7.2. Regulations

A. Directory Assistance Call Completion Service is furnished only where facilities are available. Directory Assistance charges and normal usage charges apply in addition to a Directory Assistance Call Completion Service charge.

B. In situations where the calling number cannot be billed directly, the call will be completed automatically only as a Calling Card, Billed to Third Number or Collect call. The charge appropriate to the billing option used will apply in addition to the Directory Assistance Call Completion Service charge.

C. When a caller requests more than one number from Directory Assistance, Directory Assistance Call Completion Service is offered only for the last number requested.

D. The Directory Assistance Call Completion Service charge applies only to calls actually completed.

E. The Directory Assistance Call Completion Service charge will be credited for completion of calls to the wrong number, incomplete connections or calls with unsatisfactory transmission.

F. The Directory Assistance Call Completion service charge does not apply to calls that are exempt from the Directory Assistance charge as defined in Section 7.6.2, preceding.

7.7.3 Rates and Charges

	<u>Service Charge</u>
Directory Assistance Call Completion, each completed call	\$0.30

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7.8. BUSY LINE VERIFICATION AND INTERRUPT SERVICE

7.8.1. General

Upon request of a calling party, the Operator will verify a busy condition on a called line. The Operator will determine whether the line is clear or in use and report its status to the calling party. The Operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

Busy Line Verification and Interrupt service is furnished where and to the extent that facilities permit. The Customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

7.8.2. Regulations

A. Busy Line Verification and Interrupt service is furnished where and to the extent that facilities permit. The Customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

B. A charge will apply when: 1) the operator verifies that the line is busy with a call in progress; 2) the operator verifies that the line is available for incoming calls; or 3) the operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party of the name of the calling party.

C. No charge will apply when: 1) the calling party advises that the call is to or from an official public emergency agency; or 2) under conditions other than those stated in A. above.

7.8.3. Rates and Charges

	<u>Charge Per Use</u>
A. Busy Line Verification, each	\$1.35
B. Busy Line Interrupt, each	\$1.95

Note: A Busy Line Verification charge also applies
for each Busy Line Interruption.

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7. AT&T BROADBAND BUSINESS SERVICE

7.9. DIRECTORY LISTINGS

7.9.1. General

The Company does not publish a directory of Customer listings. However, the Company will arrange for certain listings of the Customer's main billing number to be placed in the appropriate directories of another local exchange carrier. The rates and regulations specified herein for directory listings apply only to single-line listings in the alphabetical section of the directory (White Pages or WP) and simple listings in the classified section of the directory (Yellow Pages or YP).

Listings provided under this service are intended solely for the purpose of identifying the Customer's telephone number and as an aid to the use of telephone service. Complex listings in the classified section of the directory (YP) may be arranged by the Customer directly with the local exchange carrier providing the directory service.

7.9.2. Regulations

A. The listings of Customers, either without charge or at the rate specified within this tariff for other listings, are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by Customers or prospective Customers, the Company will not be a party to controversies between Customers as a result of the publication of such listings in the directories.

B. The length of any listing may be limited to one line in the alphabetical section of the directory (WP) or in the classified section of the directory (YP) by use of abbreviations when the clearness of the listing and the identification of the Customer is not impaired.

C. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories or in accepting listings as presented by the Customer.

D. The Customer will receive one free standard listing in the alphabetical section (WP) of the directory that serves the Customer's location. Additional listings are available in the alphabetical section of the directory at additional monthly recurring charges. These charges will apply to all additional listings while the directory containing such listings is in effect.

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7. AT&T BROADBAND BUSINESS SERVICE

7.9. DIRECTORY LISTINGS (Cont'd)

7.9.2. Regulations (Cont'd)

E. The Customer will receive one free simple listing in the classified (YP) section of the directory that serves the Customer's location. The Customer must contact the local exchange carrier providing the directory service to arrange for additional simple listings or any complex listings in the classified section of the directory under separate contract and billing.

F. The Customer may request additional lines of information for the alphabetical or classified listing at additional monthly recurring charges. These charges will apply to all Straight Line Ident or Caption Listings requested by the Customer while the directory containing such listing is in effect.

G. The Customer may request a Caption Listing, which provides a single appearance of a name under which a listing of branches, departments, etc., are indented. No telephone number is associated with the heading of a Caption Listing.

H. The Customer may request a Straight Line Ident Listing, which provides multiple listings of information under one telephone number, preventing repetition of the name.

I. The Customer may request a Foreign Listing, which is a listing entered in the alphabetical section of a directory other than that in which the Customer is regularly listed.

J. A service charge will apply for any Customer-requested change in listing, as specified in Section 7.9.5, following.

K. Upon disconnection of a line the Customer may request an extended announcement referring the caller to the Customer's new number, for an additional charge per month, up to three months from the date of disconnect.

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7.9. DIRECTORY LISTINGS (Cont'd)

7.9.3. Non-Published Numbers

A. General

Non-Published telephone numbers are listed in neither the directories nor Directory Assistance records available to the general public.

B. Regulations

Incoming calls will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. The acceptance by the Company of the Customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the Customer.

The Company's liability, if any, for its gross negligence or willful misconduct, or the right, if any, of the Customer to seek any legal remedies available for the same, is not limited by this tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to, the Customer for damages associated with publishing the non-published telephone number in the directory or disclosing said number to any person, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have made for that non-published number for the affected period.

Except as provided above, the Customer shall hold the Company harmless for any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication/non-publication of the Non-Published Number or the disclosing/non-disclosing of said number to any person.

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7.9. DIRECTORY LISTINGS (Cont'd)

7.9.4. Non-Listed Numbers

A. General

Non-Listed telephone numbers are not listed in the directories but are included in Directory Assistance records available to the general public.

B. Regulations

The acceptance by the Company of the Customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the Customer.

The Company's liability, if any, for its gross negligence or willful misconduct or the right of the Customer to seek any legal remedy available for the same is not limited by this tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to, the Customer for damages associated with publishing the telephone number of a non-listed number in the directory, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have made for that non-listed number for the affected period.

Except as provided above, the Customer shall hold the Company harmless for any and all claims for damages caused or claims to have been caused, directly or indirectly, by the publication of the non-listed number.

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7.9. DIRECTORY LISTINGS (Cont'd)

7.9.5. Rates and Charges

	<u>Nonrecurring Charge</u>	<u>Monthly Charge</u>
A. Standard Listing	-	\$0.00
B. Additional Listings		
1. Additional Alphabetical Listing (WP)	-	\$1.25
2. Additional Classified Listing (YP)	-	\$1.25
3. Additional Information Lines (WP and YP)		
a. Caption Listing, per line	-	\$1.25
b. Straight Line Indent Listing, per line	-	\$1.25
4. Foreign Listings		
a. Standard Alphabetical Listing (WP)	-	\$1.25
b. Simple Classified Listing (YP)	-	\$1.25
C. Extended Referral	\$2.00	-
D. Non-Published Numbers, each	-	\$1.25
E. Non-Listed Numbers, each	-	\$1.25
F. Directory Listing Change Charge	\$8.00	-

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7.10. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911)

The Company will provide a universal central office number 911 for the use of Public Safety Answering Points (PSAP) engaged in providing telecommunications services for a Public Agency engaged in protecting the safety and property of the general public. Universal Emergency Telephone Number Service will be provided as specified in Section 5.10 of this Tariff.

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7. AT&T BROADBAND BUSINESS SERVICE

7.11. PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE (TRS)

7.11.1. General

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

7.11.2. Surcharge

In addition to the charges provided in this tariff and the Company's other intrastate tariffs, a surcharge will apply to all residence 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 a funding vehicle for the operation of the Pennsylvania Telecommunications Relay Service, and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the Pennsylvania Relay Service Surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing 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.

7.11.3 Rates and Charges

	Monthly Rate
Pennsylvania TRS Surcharge applicable to all bills issued on or after July 1, 1999, per Business access line	\$0.12

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7.12. CUSTOMER SATISFACTION GUARANTEE

The Company will provide Customers who are first-time subscribers to AT&T Broadband Business Local Service with a Customer Satisfaction Guarantee. Customers are limited to a one-time credit under this offer, though they may subscribe to one or more of the plans available under AT&T Broadband Business Local Service as specified in Section 7.1, preceding. Within 30 days of the initial installation of AT&T Broadband Business Local Service, the Customer must send written notification to the address indicated below to advise the Company of dissatisfaction with such service and advise the Company that the Customer desires local service to be re-established with the former local service provider. The Company will provide such Customers with a \$100 credit on the final bill; any excess credit after all final bill charges have been rendered will be refunded to the Customer by check within 10 weeks of the date of disconnection of service.

Correspondence regarding this offer must be postmarked within 30 days of the initial installation of AT&T Broadband Business Local Service and should be addressed to:

AT&T Broadband Business Service
9197 South Peoria
Englewood, CO 80112
ATTN: Customer Care