

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00	:	
2. BUREAU: FUS	:	
3. SECTION(S):	:	
5. APPROVED BY:	:	4. PUBLIC MEETING DATE:
DIRECTOR:	:	00/00/00
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 09/12/02
8. DOCKET NO: A-311215	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: TOUCHTONE COMMUNICATIONS INC

COMP/APP COUNTY:

UTILITY CODE: 311215

ALLEGATION OR SUBJECT

APPLICATION OF TOUCHTONE COMMUNICATIONS INC FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY TELECOMMUNICATIONS SERVICES AS A RESELLER OF TOLL SERVICES TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA.

DOCKETED
SEP 13 2002

DOCUMENT
FOLDER

Lance J.M. Steinhart, P.C.

Attorney At Law
1720 Windward Concourse
Suite 250
Alpharetta, Georgia 30005

ORIGINAL

Also Admitted in New York
and Maryland

Telephone: (770) 232-9200
Facsimile: (770) 232-9208

September 12, 2002

VIA OVERNIGHT DELIVERY

Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

DOCUMENT
FOLDER

RECEIVED

SEP 12 2002

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Interexchange Reseller Application of Touchtone Communications Inc.

Dear Sir/Madam:

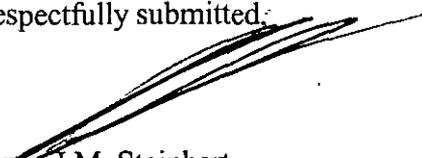
A-311215

Enclosed please find for filing one original and three (3) copies of the Application of Touchtone Communications Inc. for approval to begin to offer, render, furnish, or supply services as a reseller of toll services to the public in the Commonwealth of Pennsylvania, along with a check payable to the Commonwealth of Pennsylvania in the amount of \$250 for the application fee.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions or if I may provide you with additional information, please do not hesitate to call me. Thank you.

Respectfully submitted:


Lance J.M. Steinhart
Attorney for Touchtone Communications Inc.

Enclosures

cc: Marcello Anzalone

47

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ORIGINAL

Application of Touchtone)
Communications Inc.)
)
for approval to offer,)
render, furnish, or supply)
telecommunications services as)
a Reseller of Toll Services)
Carrier to the public in the)
Commonwealth of Pennsylvania)

App. Docket No.

F

2002

A-311215

To the Pennsylvania Public Utility Commission:

1. IDENTITY OF THE APPLICANT: The names, address, telephone number, and FAX number of the Applicant are:

Touchtone Communications Inc.
16 South Jefferson Road
Whippany, New Jersey 07981
Telephone: (973) 739-9300
Facsimile: (973) 739-9366

Please identify any predecessor(s) of the Applicant and provide other names under which the Applicant has operated within the preceding five (5) years, including name, address, and telephone number.

None

2. CONTACT PERSON: The name, title, address, telephone number, and FAX number of the person to whom questions about this Application should be addressed are:

Lance J.M. Steinhart
Attorney at Law
1720 Windward Concourse
Suite 250
Alpharetta, Georgia 30005
770/232-9200 (Tel)
770/232-9208 (Fax)

DOCKETED

SEP 13 2002

RECEIVED

SEP 12 2002

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

3. FICTITIOUS NAME:

The Applicant will not be using a fictitious name.

4. BUSINESS ENTITY and DEPARTMENT OF STATE FILINGS:

The Applicant is a:

domestic corporation (none)
 foreign corporation (15 Pa.C.S. §4124)
 domestic limited liability company (15 Pa.C.S. §8913)
 foreign limited liability company (15 Pa.C.S. §8981)

Provide proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation.

A copy of Applicant's proof of compliance with the Department of State is attached hereto as Exhibit A. A copy of Applicant's Articles of Incorporation is attached hereto as Exhibit B.

Give name and address of officers.

Attached hereto as Exhibit C.

The Applicant is incorporated in the state of Delaware.

5. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

The Applicant has no affiliates doing or predecessors which have done business in Pennsylvania.

6. AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA: (select and complete appropriate box)

The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.

7. TRANSACTIONS WITH AFFILIATES:
(select and complete appropriate box)

The Applicant has no affiliates providing service or receiving services from the Applicant.

8. APPLICANT'S PRESENT OPERATIONS:

The Applicant is not presently doing business in Pennsylvania as a public utility.

9. APPLICANT'S PROPOSED OPERATIONS:

The Applicant proposes to operate as a:

- Reseller of Toll Services, e.g., MTS, 1+, 800 & 888, Out WATS, Travel Cards, Debit Cards, etc.
- Competitive Access Provider, e.g., dedicated point-to-point service or IXC transporter.
- Interexchange Carrier, e.g., providing toll services as a facilities-based carrier.
- Competitive Local Exchange Carrier, e.g., providing local exchange service as a facilities-based carrier or as a reseller.
- Other. (Identify the nature of public utility service to be rendered.)

The Applicant should file a separate application for each category of operation. If the Applicant files multiple applications simultaneously, the applications should cross-reference each other. At the time of filing, the Applicant may petition the Commission, pursuant to Section 5.43 of the Commission's Regulations, 52 Pa. Code §5.43, to waive the provisions of Sections 1.34 and 1.43, 52 Pa. Code §§1.34 & 1.43, which require a separate application fee for each application (i.e., multiple fees), and to seek authorization for the payment of one application fee.

10. PROPOSED SERVICES: Describe the services which the Applicant proposes to offer.

Applicant proposes to provide outbound 1+ and 101XXXX dialing, inbound "800" and "888" toll-free, travel card and debit card services.

11. SERVICE AREA: Describe the geographic service area in which the Applicant proposes to offer services.

Applicant intends to provide service statewide.

Additionally, the Applicant asserts that it will not be a rural telephone company. State which provision of the Federal Telecommunication Act of 1996 is applicable to the Applicant's status if the Applicant is a rural telephone company.

12. MARKET: Describe the customer base to which the Applicant proposes to market its services.

Applicant proposes to market its services to residential customers and businesses.

13. INITIAL TARIFF: Attach to the Application a proposed Initial Tariff setting forth the rates, rules, and regulations of the Applicant. The tariff shall state on its cover sheet the nature of the Applicant's operations as identified in Item 9, above.

Attached as Exhibit D.

14. FINANCIAL: Provide a general description of the Applicant's capitalization and, if applicable, its corporate stock structure.

The Company is authorized to issue 1,000 shares of common stock, and has issued 100 of those shares.

Attach to the Application a tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania.

See Exhibit E attached hereto.

The name, title, address, telephone number, and FAX number of the Applicant's custodian for its accounting records and supporting documentation are:

**Gary Glodek, Director, Retail Operations
Touchtone Communications Inc.
16 South Jefferson Road
Whippany, New Jersey 07981
Telephone: (973) 739-9300
Facsimile: (973) 739-9366**

The Applicant's accounting records and supporting documentation are, or will be, maintained at:

Same address as above.

15. START DATE: The Applicant proposes to begin offering services on **November 1, 2002 (approximate date)**.
16. FURTHER DEVELOPMENTS: Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

N/A

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

17. NOTICE: Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, serve a copy of the signed and verified Application with attachments on the following:

Irwin A. Popowsky	Office of Trial Staff -- 1 copy
Consumer Advocate	Office of Special Assis. -- 1 copy
1425 Strawberry Square	Bureau of Consumer Ser. -- 1 copy
Harrisburg, PA 17120	Bureau of Fixed Util. Ser. -- 1
copy	

Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105

Bernard A. Ryan, Jr.	Office of the Attorney General
Small Business Advocate	Bureau of Consumer Protection
Commerce Building, Suite 1102	Strawberry Square, 14th Floor
300 North Second Street	Harrisburg, PA 17120
Harrisburg, PA 17101	

Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §1.57 and 1.58, attach Proof of Service of the Application and attachments upon the above named parties. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code § 5.14.

18. ATTORNEY: If applicable, the name, address, telephone number, and FAX number of the Applicant's attorney are:

For purposes of this application:

Lance J.M. Steinhart .
Attorney at Law
1720 Windward Concourse
Suite 250
Alpharetta, Georgia 30005
770/232-9200 (Tel)
770/232-9208 (Fax)

19. AFFIDAVIT: Attach to the Application an affidavit as follows:

AFFIDAVIT

State of New Jersey :
County of Morris : SS.

Giuseppe Bio, Affiant, being duly sworn according to law, deposes and says that:

He/She is the President of TOUCHSTONE COMMUNICATIONS, INC.

That he/she is authorized to and does make this affidavit for said company;

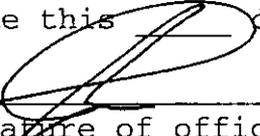
That TOUCHSTONE COMMUNICATIONS, INC., the Applicant herein, acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of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

That TOUCHSTONE COMMUNICATIONS, INC., the Applicant herein, asserts that 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 the facts above set forth are true and correct to the best of his/her knowledge and that he/she expects said corporation to be able to prove the same at any hearing hereof.

Signature of Affiant

Sworn and subscribed before me this _____ day of _____, 2002.



Signature of official administering oath

My commission expires _____.

Applicant claims a particular status pursuant to the federal Telecommunications Act of 1996. Provide supporting facts.

N/A

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

Applicant, nor any person identified in this Application has been convicted of a crime involving fraud or any similar activity.

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

**Christina Bentley, Manager, Customer Service
16 South Jefferson Road
Whippany, New Jersey 07981
Telephone: (973) 739-9300
Facsimile: (973) 739-9366**

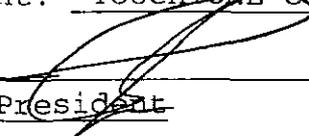
Alternate:

**Gary Glodek
16 South Jefferson Road
Whippany, New Jersey 07981
Telephone: (973) 739-9300
Facsimile: (973) 739-9366**

23. **FALSIFICATION:** The Applicant understands that the making of false statement 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.

24. 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.

Applicant: TOUCHTONE COMMUNICATIONS, INC.

By:  _____

Title: President

VERIFICATION

State of New Jersey :

County of Morris : SS.

Giuseppe Bio, Affiant, being duly sworn according to law, deposes and says that:

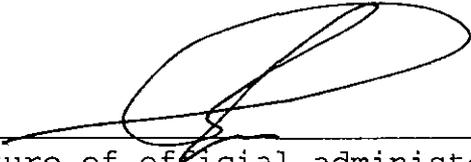
He/She is the President of TOUCHTONE COMMUNICATIONS, INC..

That he/she is authorized to and does make this affidavit for said Corporation;

That the facts above set forth are true and correct and that he/she expects said corporation to be able to prove the same at any hearing hereof.

Signature of Affiant

Sworn and subscribed before me this ____ day
of _____, 2002.



Signature of official administering oath

My commission expires _____.

EXHIBITS

- Exhibit A Certificate of Authority to Transact Business
- Exhibit B Articles of Incorporation
- Exhibit C Officers & Directors
- Exhibit D Proposed Tariff
- Exhibit E Tentative Operating Balance Sheet and Projected
Income Statement
- Exhibit E Financial Information

Exhibit A

Certificate of Authority to Transact Business

SEP 06 2002

Microfilm Number _____
Entity Number 309307

Filed with the Department of State on _____
C. Michael Stewart
Secretary of the Commonwealth

APPLICATION FOR CERTIFICATE OF AUTHORITY
DSCB:15-4124/6124 (Rev 90)

- Indicate type of corporation (check one):
- Foreign Business Corporation (15 Pa.C.S. § 4124)
 - Foreign Nonprofit Corporation (15 Pa.C.S. § 6124)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned association hereby states that:

1. The name of the corporation is: TOUCHTONE COMMUNICATIONS INC.

2. The name which the corporation adopts for use in this Commonwealth is (complete only when the corporation must adopt a corporate designator for use in Pennsylvania):

3. (If the name set forth in paragraph 1 or 2 is not available for use in this Commonwealth, complete the following):
The fictitious name which the corporation adopts for use in transacting business in this Commonwealth is:

The corporation shall do business in Pennsylvania only under such fictitious name pursuant to the attached resolution of the board of directors under the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) and the attached form DSCB:54-311 (Application for Registration of Fictitious Name).

4. The name of the jurisdiction under the laws of which the corporation is incorporated is:
Delaware

5. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:
16 South Jefferson Road, Whippany, NJ 07981

Number and Street	City	State	Zip
16 South Jefferson Road	Whippany	NJ	07981

6. The (a) address of this corporation's proposed registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

Number and Street	City	State	Zip	County
600 North 2nd St., Ste. 500	Harrisburg	PA	17101	Dauphin

(a) _____

(b) c/o: TCS Corporate Services, Inc. Dauphin
Name of Commercial Registered Office Provider County

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

7. (Check one of the following):

(Business corporation): The corporation is a corporation incorporated for a purpose or purposes involving pecuniary profit, incidental or otherwise.

(Nonprofit corporation): The corporation is a corporation incorporated for a purpose or purposes not involving pecuniary profit, incidental or otherwise.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for a Certificate of Authority to be signed by a duly authorized officer thereof this 23rd day of August, 19 2002

TOUCHTONE COMMUNICATIONS, INC.

(Name of Corporation)

BY:

(Signature)

TITLE:

Pres.

Exhibit B

Articles of Incorporation

CERTIFICATE OF INCORPORATION

OF

TOUCHTONE COMMUNICATIONS INC.

THE UNDERSIGNED, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify as follows:

1. The name of the corporation is:

TOUCHTONE COMMUNICATIONS INC.

2. The address of the registered office of the corporation in the State of Delaware is 2 West Loockerman Street, P.O. Box 1298, Dover, Kent County, De 19903 and the registered agent in charge thereof is Registered Office Service Company.

3. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The corporation is authorized to issue capital stock to the extent of:

One Thousand (1,000) Shares Without Par Value

5. The Board of Directors is authorized and empowered to make, alter, amend and rescind the By-Laws of the corporation, but By-Laws made by the Board may be altered or repealed, and new By-Laws made, by the stockholders.

6. Election of directors need not be by written ballot unless so provided in the By-Laws of the corporation.

7. No Director shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director, provided that this provision shall not eliminate the liability of a Director (i) for any breach of the Director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under section 174 of the General Corporation Law or (iv) for any transaction from which the Director derived an improper personal benefit.

8. Except as otherwise required by statute, the books and records of the corporation may be kept outside of the State of Delaware at such place or places as provided in the By-Laws of the corporation or from time to time designated by the Board of Directors.

9. The name and address of the incorporator is as follows:

NAME

ADDRESS

R. W. Worthington, Jr.

2021 Arch Street, Philadelphia, PA 19103

IN WITNESS WHEREOF, the incorporator has hereunder set his hand and seal this 30th day of January, 2002.

R. W. Worthington, Jr.
R. W. Worthington, Jr.

Exhibit C
Officers

Giuseppe Bio	President
Gregory Glodek	Vice President
Marcello Anzalone	Treasurer

Touchtone Communications Inc.
16 South Jefferson Road
Whippany, New Jersey 07981

Exhibit D
Proposed Tariff

CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
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26	Original
27	Original
28	Original
29	Original
30	Original
31	Original

* New or Revised Sheet

ISSUE DATE: September 13, 2002 EFFECTIVE DATE:
ISSUED BY: Gary Glodek, Director, Retail Operations
16 South Jefferson Road
Whippany, New Jersey 07981

TABLE OF CONTENTS

Page

Title Sheet	
Concurring, Connecting or Other Participating Carriers.....	1
Check Sheet.....	2
Table of Contents.....	3
Tariff Format.....	4
Symbols.....	5
Section 1 - Technical Terms and Abbreviations.....	6
Section 2 - Rules and Regulations.....	8
2.1 Undertaking of the Company.....	8
2.2 Use of Services.....	9
2.3 Liability of the Company.....	10
2.4 Responsibilities of the Customer.....	12
2.5 Cancellation or Interruption of Service.....	14
2.6 Credit Allowance.....	16
2.7 Restoration of Service.....	17
2.8 Deposit.....	17
2.9 Advance Payments.....	17
2.10 Payment and Billing.....	18
2.11 Reserved for Future Use.....	19
2.12 Taxes.....	19
2.13 Late Charge.....	19
2.14 Returned Check Charge.....	19
2.15 Reconnection Charge.....	19
Section 3 - Description of Service.....	20
3.1 Computation of Charges.....	20
3.2 Customer Complaints and/or Billing Disputes...	21
3.3 Level of Service.....	22
3.4 Billing Entity Conditions.....	22
3.5 Service Offerings.....	23
Section 4 - Rates.....	28

ISSUE DATE: September 13, 2002

EFFECTIVE DATE:

ISSUED BY: Gary Glodek, Director, Retail Operations

16 South Jefferson Road
Whippany, New Jersey 07981

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

ISSUE DATE: September 13, 2002 EFFECTIVE DATE:
ISSUED BY: Gary Glodek, Director, Retail Operations
16 South Jefferson Road
Whippany, New Jersey 07981

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Pennsylvania Public Utilities Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company or purchases a Company Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or TPCI - Used throughout this tariff to mean Touchtone Communications Inc., a Delaware Corporation.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

HITDR - Highest Interexchange Transport Daytime Rate

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

ISSUE DATE: September 13, 2002 **EFFECTIVE DATE:**
ISSUED BY: Gary Glodek, Director, Retail Operations
16 South Jefferson Road
Whippany, New Jersey 07981

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State.

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

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

ISSUE DATE: September 13, 2002 EFFECTIVE DATE:
ISSUED BY: Gary Glodek, Director, Retail Operations
 16 South Jefferson Road
 Whippany, New Jersey 07981

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Pennsylvania. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

ISSUE DATE: September 13, 2002 EFFECTIVE DATE:
ISSUED BY: Gary Glodek, Director, Retail Operations
 16 South Jefferson Road
 Whippany, New Jersey 07981

-
- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

ISSUE DATE: September 13, 2002

EFFECTIVE DATE:

ISSUED BY: Gary Glodek, Director, Retail Operations

16 South Jefferson Road
Whippany, New Jersey 07981

- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use 24 hours per day, 7 days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

ISSUE DATE: September 13, 2002

EFFECTIVE DATE:

ISSUED BY: Gary Glodek, Director, Retail Operations
16 South Jefferson Road
Whippany, New Jersey 07981

-
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

ISSUE DATE: September 13, 2002

EFFECTIVE DATE:

ISSUED BY: Gary Glodek, Director, Retail Operations

16 South Jefferson Road
Whippany, New Jersey 07981

- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

ISSUE DATE: September 13, 2002 EFFECTIVE DATE:
ISSUED BY: Gary Glodek, Director, Retail Operations
16 South Jefferson Road
Whippany, New Jersey 07981

-
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

ISSUE DATE: September 13, 2002

EFFECTIVE DATE:

ISSUED BY: Gary Glodek, Director, Retail Operations
16 South Jefferson Road
Whippany, New Jersey 07981

- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,
- 2.5.1.B For violation of any of the provisions of this tariff,
- 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or
- 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

ISSUE DATE: September 13, 2002

EFFECTIVE DATE:

ISSUED BY: Gary Glodek, Director, Retail Operations
16 South Jefferson Road
Whippany, New Jersey 07981

-
- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

ISSUE DATE: September 13, 2002 EFFECTIVE DATE:
ISSUED BY: Gary Glodek, Director, Retail Operations
16 South Jefferson Road
Whippany, New Jersey 07981

2.6 Credit Allowance

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.

ISSUE DATE: September 13, 2002 EFFECTIVE DATE:
ISSUED BY: Gary Glodek, Director, Retail Operations
 16 South Jefferson Road
 Whippany, New Jersey 07981

2.10 Payment and Billing

- 2.10.1 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.2 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

SECTION 3 - DESCRIPTION OF SERVICE**3.1 Computation of Charges**

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are rounded up to the next whole increment.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

16 South Jefferson Road
Whippany, New Jersey 07981
(800) 266-4006

If Customer complaints cannot be resolved by the Company, the Customer may contact the Pennsylvania Public Utility Commission at the following address and phone number:

Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania 17120

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

ISSUE DATE: September 13, 2002 **EFFECTIVE DATE:**
ISSUED BY: Gary Glodek, Director, Retail Operations
16 South Jefferson Road
Whippany, New Jersey 07981

3.5.4 Company Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Company Prepaid Calling Cards are available at a variety of face values. As shown in Section 4.4, various face values are represented by "A" through "FF." Company Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units and applicable taxes for each call are deducted from the remaining Telecom Unit balance on the Customer's Company Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

When the balance is depleted, the Customer can call the toll-free number on the back of the Company Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call and the Customer fails to enter the number of another valid Company Prepaid Calling Card prior to termination.

ISSUE DATE: September 13, 2002 EFFECTIVE DATE:
ISSUED BY: Gary Glodek, Director, Retail Operations
16 South Jefferson Road
Whippany, New Jersey 07981

A card will expire on the date indicated on the card, or if no date is specified, 12 months from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to Company Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

4.5 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

4.6 Directory Assistance Charges

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

For other residential and business customers, Up to two requests may be made on each call to Directory Assistance.

Per Call Rate: \$1.40

ISSUE DATE: September 13, 2002 EFFECTIVE DATE:
ISSUED BY: Gary Glodek, Director, Retail Operations
16 South Jefferson Road
Whippany, New Jersey 07981

Exhibit E

**TENTATIVE OPERATING BALANCE SHEET &
PROJECTED INCOME STATEMENT**

Since the Company is a reseller of toll services, the Company will not be employing assets in the State of Pennsylvania, therefore, the balance sheet is not applicable.

Projected intrastate revenues	\$1,000.00
Projected intrastate costs	\$ 800.00
Projected operating income	\$ 200.00

Exhibit F

Balance Sheet as of August 31, 2002 and the Income Statement for
the period ending August 31, 2002

Touchtone Communications Inc
BALANCE SHEET
August 31, 2002

ASSETS

CURRENT ASSETS

Checking Account	\$	62,889.01	
Petty Cash		<u>1,575.00</u>	

TOTAL CURRENT ASSETS			\$	64,464.01
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PROPERTY AND EQUIPMENT

Equipment	\$	540.60	
Furniture and Fixtures		<u>(33.92)</u>	

TOTAL PROPERTY AND EQUIPMENT			\$	<u>506.68</u>
------------------------------	--	--	----	---------------

TOTAL ASSETS			\$	64,970.69
				=====

Touchtone Communications Inc
BALANCE SHEET
August 31, 2002

LIABILITIES AND EQUITY

CURRENT LIABILITIES

Accounts Payable	\$	(1,118.09)	
Sales Taxes Payable		(10,762.94)	
PAYROLL TAXES PAYABLE		<u>(5,381.89)</u>	
TOTAL CURRENT LIABILITIES	\$		(17,262.92)

EQUITY

NET INCOME (LOSS)	\$	<u>82,233.61</u>	
TOTAL EQUITY	\$		<u>82,233.61</u>
TOTAL LIABILITIES AND EQUITY	\$		<u>64,970.69</u>

Touchtone Communications Inc
INCOME STATEMENT
For The Period

	July 01, 2002 To <u>August 31, 2002</u>	January 01, 2002 To <u>August 31, 2002</u>
SALES		
Sales	\$ <u>595,832.26</u>	\$ <u>595,832.26</u>
Total SALES	\$ 595,832.26	\$ 595,832.26
COST OF SALES		
Local Access Charges (clec)	\$ 3,091.59	\$ 3,091.59
LEC Special Services	40.83	40.83
PICC	383.40	383.40
ISP Network Expense	1,430.00	1,430.00
Carrier Fees	297,374.81	297,374.81
Billing Expense	3,947.11	3,947.11
Inquiry Fees	8.04	8.04
Customer Credit	<u>593.50</u>	<u>593.50</u>
Total COST OF SALES	\$ <u>306,869.28</u>	\$ <u>306,869.28</u>
Total GROSS PROFIT	\$ 288,962.98	\$ 288,962.98
SELLING EXPENSES		
Advertising	\$ 8,754.77	\$ 8,754.77
Travel	<u>2,106.52</u>	<u>2,106.52</u>
Total SELLING EXPENSES	\$ 10,861.29	\$ 10,861.29
GENERAL & ADMINISTRATIVE		
Net Payroll	\$ 32,422.08	\$ 32,422.08
Payroll Tax	47,639.73	47,639.73
Agent Commissions	23,446.09	23,446.09
Fuel	243.09	243.09
Bank Service Charges	0.34	0.34
Consultant Expense	150.00	150.00
Credit Card Services	225.00	225.00
State and Federal Licence	11,310.00	11,310.00
Equipment Leasing	478.04	478.04
Utilities	1,493.02	1,493.02
Insurance - Employee Group	9,461.63	9,461.63
Internet Expense	30.00	30.00
Legal & Accounting	21,251.58	21,251.58

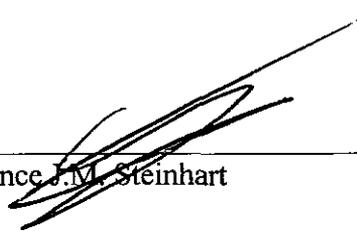
Touchtone Communications Inc
INCOME STATEMENT
For The Period

	July 01, 2002 To <u>August 31, 2002</u>	January 01, 2002 To <u>August 31, 2002</u>
Miscellaneous Expense	\$ 75.20	\$ 75.20
Office Expense	1,370.57	1,370.57
Office Supply Expense	3,994.24	3,994.24
Outside Services	4,385.30	4,385.30
Dun & Bradstreet	415.29	415.29
Printing Expense	3,482.88	3,482.88
Postage Expense	15,890.73	15,890.73
Rent Expense	8,869.58	8,869.58
Telephone	2,385.55	2,385.55
Meals & Entertainment	2,093.95	2,093.95
Travel	25.00	25.00
Trade Show (registratio/misc.)	<u>4,729.19</u>	<u>4,729.19</u>
Total GENERAL & ADMINISTRATIVE	\$ <u>195,868.08</u>	\$ <u>195,868.08</u>
Total NET OPERATING INCOME (LOSS)	\$ <u>82,233.61</u>	\$ <u>82,233.61</u>
NET INCOME (LOSS) BEFORE TAX	\$ <u>82,233.61</u>	\$ <u>82,233.61</u>
NET INCOME (LOSS)	\$ <u>82,233.61</u> =====	\$ <u>82,233.61</u> =====

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the participants, listed below, in accordance with the requirements of Section 1.54 (relating to service by a participant).

Dated this 12th day of Sept, 2002.


Lance J.M. Steinhart

Counsel for
Touchtone Communications Inc.

Irwin A. Popowski
Consumer Advocate
1425 Strawberry Square
Harrisburg, Pennsylvania 17101

Bernard A. Ryan, Jr.
Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, Pennsylvania 17101

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

One Copy to each of the following:

Office of Trial Staff

Office of Special Assistants

Bureau of Consumer Services

Bureau of Fixed Utility Services

Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, Pennsylvania 17105-3265

RECEIVED

SEP 12 2002

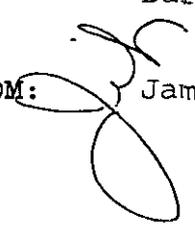
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

COMMONWEALTH OF PENNSYLVANIA

DATE: SEPTEMBER 13, 2002

SUBJECT: A-311215

TO: Bureau of Fixed Utility Services

FROM:  James J. McNulty, Secretary

Application of TOUCHTONE COMMUNICATIONS, INC.

We attach hereto a copy of the Application of Touchtone Communications, Inc. for approval to provide telecommunications services as a Reseller of Toll Services docketed at A-311215, to the public in the Commonwealth of Pennsylvania, which has been captioned and docketed to the above number.

The Protest period for this application will expire on September 27, 2002.

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

jih

Attachment

DOCKETED

SEP 13 2002

**DOCUMENT
FOLDER**

DOCKETED

SEP 13 2002

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

IN REPLY PLEASE
REFER TO OUR FILE
A-311215

SEPTEMBER 13, 2002

DOCUMENT
FOLDER

LANCE J.M. STEINHART
ATTORNEY AT LAW
1720 WINDWARD CONCOURSE
SUITE 250
ALPHARETTA GA 30005

Dear Sir/Madam:

Please be advised that the Application of Touchtone Communications, Inc. to provide telecommunications services as a Reseller of Toll Services docketed at A-311215, to the public in the Commonwealth of Pennsylvania, has been reviewed and found to be in compliance with the filing requirements of the Commission's Opinion and Order entered June 3, 1996, at Docket Number M-00960799.

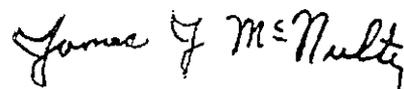
The protest period for this application will expire on September 27, 2002.

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

Please be advised that you now have provisional authority to do business in Pennsylvania.

Should you have any further questions concerning this matter, please do not hesitate to contact me.

Sincerely,



James J. McNulty
Secretary

JJM:jih

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

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

LANCE J.M. STEINHART, P.C.
ATTORNEY AT LAW
1720 WINDWARD CONCOURSE, SUITE 250
ALPHARETTA, GA 30005

DATE 9/23/02
RECEIPT # 200198

IN RE: Application fees for TOUCHTONE COMMUNICATIONS

Docket Number A-311215..... \$250.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 9224
CHECK AMOUNT: \$250.00

C. Joseph Meisinger
(for Department of Revenue)

DOCUMENT
FOLDER

SRB

DOCKETED
OCT 16 2002