

**Supplement No. 19
to
PA. PUC Tariff No. 4**

RCN TELECOM SERVICES (LEHIGH) LLC

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF LOCAL EXCHANGE, INTRALATA TOLL, AND
INTERLATA TOLL/LONG DISTANCE NETWORK ACCESS SERVICES WITHIN
THE COMMONWEALTH OF PENNSYLVANIA**

NOTICE

RCN submits this filing to make changes to its intrastate switched access service tariff. The purpose of this filing is to incorporate an existing subscriber line charge in the Company's intrastate access tariff. Changes have been made to Section 3 page 45 and Section 4 page 10.

ISSUED DATE: April 22, 2020

EFFECTIVE DATE: May 22, 2020

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF LOCAL EXCHANGE, INTRALATA TOLL, AND INTERLATA
TOLL/LONG DISTANCE NETWORK ACCESS SERVICES WITHIN
THE COMMONWEALTH OF PENNSYLVANIA

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EXECUTIVE OVERVIEW

This supplement is filed to make changes to its intrastate switched access service tariff. The purpose of this filing is to incorporate an existing subscriber line charge in the Company's intrastate access tariff. Changes have been made to Section 3 page 45 and Section 4 page 10.

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ACCESS SERVICE

EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify change.
- D To signify decreased rate.
- I To signify increased rate.

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ACCESS SERVICE

APPLICATION

This tariff applies to Intrastate Network Access Service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to RCN Telecom Services (Lehigh) LLC.

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ACCESS SERVICE

DEFINITIONS

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ACCESS SERVICE

DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Advance Payment

_____ Part or all of a payment required before the start of service.

Access Services

_____ The Company's intrastate telephone services offered pursuant to this tariff.

Common Carrier

_____ Denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

Company or "RCN"

_____ RCN Telecom Services (Lehigh) LLC, the issuer of this tariff.

Company Calling Card

_____ A telephone calling card issued by the Company at the Customer's request which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

Credit Card

_____ A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and reviewed, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

Customer

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

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DEFINITIONS

End Office Switch

The term "End Office Switch" denotes a local Telephone Company switching system where telephone exchange service customer station loops are terminated for purposes of interconnection to trunks.

End User or User

A person or entity that subscribes to any RCN Access Service offered under the Company's Pennsylvania P.U.C. No. 4 Tariff, and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

Exchange Telephone Company

Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

"For Cause"

The term "for Cause" is meant to define the voluntary or involuntary use of the Company's facilities, products and services in such a manner as to violate the regulations contained herein.

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in, intrastate interstate or foreign communication by wire or radio between two or more exchanges.

InterLATA Toll (Long Distance) Traffic

InterLATA Toll (Long Distance) Traffic means traffic that is originated by an end user subscriber of one Telecommunications Carrier on that Telecommunications Carrier's network and terminates to an end user subscriber of the other Telecommunications Carrier on that other Telecommunications Carrier's network between LATAs, as defined in Verizon's Tariffs or State Commission.

IntraLATA Toll Traffic

IntraLATA Toll Traffic means traffic that is originated by an end user subscriber of one Telecommunications Carrier on that Telecommunications Carrier's network and terminates to an end user subscriber of the other Telecommunications Carrier on that other Telecommunications Carrier's network outside a give local calling area, or expanded area service ("EAS") area, but within the given LATA, as defined in Verizon's Tariffs or State Commission.

Intrastate Access Service

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and a end user's premises for originating and terminating calls with the state.

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ACCESS SERVICEDEFINITIONSJoint User

A person, firm, or corporation which is designed by the Customer as a user of the Network Access Service provided to the Customer under this tariff and to whom a portion of the changes for the service will be billed under a joint user arrangement.

LATA

A local Access and Transport Area established pursuant to the Modification of Final Judgement entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

Network Access Services

The Company's Intrastate services offered pursuant to this tariff, which includes, but is not limited to Local Exchange (Local Traffic), IntraLATA Toll, InterLATA Toll (Long Distance), and Switched Access.

Recurring Charges

The monthly charges to the Customer for services, facilities and equipment which continue to apply for duration of the service.

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service for facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service of facility was used by a Customer.

Service Order

The request for access service, either written or electronic, executed by the Customer and the Company in the format devised by the Company. Such a request for service by the customer and the acceptance of the request by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's will then request the Customer to submit a Service Order.

Serving Wire Center

The wire center from which the customer designated premises would normally obtain dial tone from the Company.

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DEFINITIONS

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Signaling Point (SP)

The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

Signaling Point of Interface (SPOI)

The term "Signaling Point of Interface (SPOI)" denotes the Customer designated location where the SS7 signaling information is exchanged between the Telephone Company and the Customer.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7)" denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

Signal Transfer Point (STP)

The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

Subscriber

The person, firm, corporation, or other legal entity, which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with this tariff.

Switched Access Services

The Company's Feature Group B and D Switched Access Intrastate telephone services offered pursuant to this tariff.

Toll Free

A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (eg. NPA is 800, 888, etc).

Universal Emergency Telephone Number (911) Service

Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

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DEFINITIONS

VoIP-PSTN Non-Toll Traffic

N

VoIP-PSTN Traffic that originates (in the case of traffic terminated to a Company end user) or terminates (in the case of traffic originated from a Company end user) at a location within the local calling area of the Company's end user.

VoIP-PSTN Toll Traffic

VoIP-PSTN Traffic that originates (in the case of traffic terminated to a Company end user) or terminates (in the case of traffic originated from a Company end user) at a location outside the local calling area of the Company's end user.

VoIP-PSTN Traffic

Any traffic exchanged between the Company and a Customer that is a telecommunications carrier in Time Division Multiplexing (TDM) format that originates and/or terminates in Internet Protocol (IP format). Telecommunications traffic originates and/or terminates in IP format if it originates from or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment.

Wire Center

N

A building in which one or more end offices, used for the provision of Exchange Services, are located.

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ACCESS SERVICE

REGULATIONS

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ACCESS SERVICEREGULATIONS

2.1 Undertaking of the Company2.1.1 Scope

The Company undertakes to furnish Network Access Services, which include Local Exchange (Local Traffic), EAS, IntraLATA Toll, InterLATA Toll (Long Distance) and Switched Access in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of a least one month, 24-hours per day. For the purposes of computing charges in this tariff, a month is considered to have 30 days.
- B) 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 for the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

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ACCESS SERVICEREGULATIONS

2.1 Undertaking of the Company (cont'd.)2.1.4 Limitations on Liability

- A) Except as otherwise stated in this section, the liability Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue for profits, for any reason whatsoever, including, but not limited to, any act or omission failure to perform, delay, interruption, failure to provide any service for any failure in or breakdown of facilities associated with the service.
- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to be credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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ACCESS SERVICE

REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Limitations on Liability (cont'd.)

- D) The Company shall not be liable for any claims for loss or damages involving:
- 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure to malfunction of equipment for facilities provided by the Customer or third parties; any law, order, regulation or other action of any governing authority or agency thereof;
 - 3) Any unlawful or unauthorized use of the Company's facilities and services;
 - 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services; invasion of privacy, or infringement of copyright arising from the Customer's own communications;

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ACCESS SERVICE

REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Limitations on Liability (cont'd.)

D) (cont'd.)

- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in section 2.1.4(A), preceding;
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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ACCESS SERVICE

REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Limitations on Liability (cont'd.)

D) (cont'd.)

9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company.

10) Any representatives made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

11) Any noncompletion of calls due to network busy conditions.

12) Any calls not actually attempted to be completed during any period that service is unavailable.

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

ACCESS SERVICEREGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.4. Limitations on Liability(cont'd.)

- _____ F) The Company does not guarantee nor make any warranty with respects in installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- _____ H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATIONS OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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ACCESS SERVICE

REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.5 Provision of Equipment and Facilities

- A) Except as otherwise indicated, customer-provide station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B) The Company shall not be responsible for the installation, operations or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
- 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; or
 - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.6 Ownership of Facilities

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

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REGULATIONS

2.2 Prohibited Uses

- _____A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owned to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff apply.

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ACCESS SERVICE

REGULATIONS

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct results of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from the against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, and (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employee or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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ACCESS SERVICE

REGULATIONS

2.3 Obligations of the Customer (cont'd.)

2.3.2 Liability of the Customer (cont'd.)

- C) The Customer shall not assert any claim against any other customer or user of the Company's services 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 defect or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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ACCESS SERVICEREGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.3 Switched Access Service - Jurisdictional Report Requirements

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

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

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ACCESS SERVICEREGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.3 Switched Access Service - Jurisdictional Report Requirements (cont'd.)A) (cont'd.)

When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth in Section 2.3.3(B) following.

Should the customer not provide an originating or terminating PIU, the Company may use a default PIU which will be an even split of 50% interstate and 50% intrastate.

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

ACCESS SERVICEREGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.3 Switched Access Service - Jurisdictional Report Requirements (cont'd.)

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

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes for the group will be billed as set forth in Section 4 following.

E) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. no prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.

ACCESS SERVICEREGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.3 Switched Access Service - Jurisdictional Report Requirements (cont'd.)

- F) The Customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Group B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.
- G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon requested of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.
- H) If the Customer has no originating traffic within the end office for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor or either the quarterly update report or the Access Service Request, the Company will designate a PIU factor of 75% for Feature Group B or Feature Group D terminating access minutes. For originating 800 access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for 800 access minutes, the Company will designate the default PIU factor of 75%. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the customer's PIU factor within fifteen (15) business days.

ACCESS SERVICEREGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.3 Switched Access Service - Jurisdictional Report Requirements (cont'd.)

(I) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

(J) VoIP-PSTN Traffic Reports

(1) For Switched Access Service, the Customer may, at its option, provide the Company with a Customer Percent VoIP Usage (CPVU) report projecting the percentage of access minutes that will originate (in the case of traffic terminating to a Company end user) or terminate (in the case of traffic originating to a Company end user) in IP format, as specified in the definition of "VoIP-PSTN Traffic" in Section 1 ,preceding. This CPVU shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. Such reports, if submitted, shall state the CPVU as a whole number percentage. The Customer may update the CPVU on the same schedule, and in the same manner, as updates to the projected interstate percentage pursuant to section 2.3.3(E), preceding. If the Customer does not update the report, the Company will assume the CPVU to be the same as that provided in the last quarterly report.

(2) The Company will determine an RCN Percent VoIP Usage (RPVU) factor representing the percentage of the Company's total access minutes in the State that RCN originates or terminates on its network in IP format. This RPVU shall be based on information such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

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ACCESS SERVICE

REGULATIONS

2.3 Obligations of the Customer (cont'd.)

2.3.3 Switched Access Service - Jurisdictional Report Requirements (cont'd.)

(J) VoIP-PSTN Traffic Reports (cont'd.)

- (3) The Company will calculate a combined Percent VoIP Usage (PVU) factor based upon the RPVU and CPVU factors, using the following formula (where RPVU and CPVU are expressed as decimal percentages; e.g., a CPVU of 20% is expressed as 0.20):

$$PVU = CPVU + (1 - CPVU) \times RPVU$$

- (4) The Company will apply any CPVU factor submitted by the Customer no later than April 15, 2012..
- (5) For those cases in which a quarterly report has never been received from the Customer, the Company will set the PVU equal to the RPVU.
- (6) The Customer shall keep sufficient detail from which the CPVU, if supplied, can be ascertained. Not more than twice in any year, the Company may ask the Customer to verify the CPVU factor furnished to the Company, and the Customer may ask the Company to verify the RPVU factor. The party so requested shall comply, and shall provide within 30 days of the request records and other information reasonably sufficient to determine the respective CPVU and/or RPVU factor.

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ACCESS SERVICEREGULATIONS2.4 Customer Equipment and Channels2.4.1 Interconnection of Facilities

_____ A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

_____ A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

B) If the protective requirements in connections with Customers-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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ACCESS SERVICEREGULATIONS2.5 Customer Deposits and Advance Payments2.5.1 Advance Payments

_____ The safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

_____ A) To safeguard its interest, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- 1) three month's charges for a service or facility which has a minimum payment period of one month; or
- 2) the charges that would apply for the minimum payment period for a service or facility which has minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

B) A deposit may be required in addition to an advance payment.

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REGULATIONS

2.5 Customer Deposits and Advance Payments (cont'd.)

2.5.2 Deposits (cont'd.)

- _____ C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the account of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue interests at a rate of interest that is equivalent to the rate paid on two-year United States Treasury notes for the preceding twelve (12) months ending December 31 as reported in the most current Federal Reserve Bulletin monthly publication.

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ACCESS SERVICEREGULATIONS2.6 Payment Arrangements2.6.1 Payment for Service

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

A) Taxes, Surcharges and Government Fees

The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross, receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

2.6.2 Billing and Collection of Charges

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

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.

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ACCESS SERVICEREGULATIONS2.6 Payment Arrangements (cont'd.)2.6.2 Billing and Collection of Charges (cont'd.)

- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
- 1) a rate of 1.5 percent per month; or
 - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) If services is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

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ACCESS SERVICEREGULATIONS2.6 Payment Arrangements (cont'd.)2.6.3 Billing DisputesA) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2(E), preceding.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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REGULATIONS

2.6 Payments Arrangements (cont'd.)

2.6.3 Billing Disputes (cont'd.)

C) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.3 Billing Disputes (cont'd.)

D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action:

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Pennsylvania Public Utility Commission
Room B-19, North Office Building
Harrisburg, Pennsylvania 17120
(717) 783-1740

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ACCESS SERVICEREGULATIONS2.6 Payment Arrangements (cont'd.)2.6.4 Discontinuance of Service for Cause

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving five (5) days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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ACCESS SERVICE

REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.4 Discontinuance of Service for Cause (cont'd.)

- G) Upon the Company's discontinuance of service to the Customer under Section 2.6.5(A) or 2.6.5(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

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ACCESS SERVICEREGULATIONS2.6 Payment Arrangements (cont'd.)2.6.6 Ordering- Rating and Billing of Switched Access Services Where More Than One Local Exchange Telephone Company is Involved

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Switched Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.6(A) following.

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

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

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

Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Switched Access Service tariff for either Single Bill/Multiple Tariff arrangements or Multiple Bill/Multiple Tariff arrangements. For Single Bill/Single Tariff arrangements the Company will either bill the charges in accordance with its Access Service Tariff or agree to bill the Switched Access Service charges of the interconnecting Exchange Telephone Company. The rate for the Transport elements will be determined as set forth in (B) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

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REGULATIONS

2.6 Payment Arrangements (cont'd.)

_____ 2.6.6 Ordering, Rating and Billing of Switched Access Services Where More Than One Local Exchange Telephone Company is involved (cont'd.)

_____ B) The charge for the Local Transport Facility and Termination rate elements for services provided as set forth in Section 2.6.6 (A) preceding are determined as follows:

- 1) Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport Facility, as defined in 3.1.2(B) following. Determine the airline mileage for the Local Transport Facility charge using the V&H method as set forth in Section 2.8.2 following.
- 2) For Feature Groups B and D Switched Access Service, the Local Transport Facility and Termination charges are determined by using the steps forth in (a) through (c) following for the total Local Transport-Common Switched Transport charges.

a) Multiply:

The number of access minutes

by

the number of airline miles as determined in (1) preceding

by

the Company's appropriate Local Transport Facility per mile per access minute rate

by

the Company's billing percentage factor.

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REGULATIONS

2.6 Payment Arrangements (cont'd.)

_____ 2.6.6 Ordering, Rating and Billing of Switched Access Services Where More Than One Local Exchange Telephone Company is involved (cont'd.)

_____ B) (cont'd.)

_____ 2) (cont'd.)

_____ (b) Multiply

The number of access minute

by

the Company's appropriate Local Transport Termination per minute rate. The resulting amount is the Company's total Local Transport Termination charge.

(c) Add:

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

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REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.6 Ordering, Rating and Billing of Switched Access Services Where More Than One Local Exchange Telephone Company is Involved (cont'd.)

(C) The charge for the Direct Trunked Transport-Facility Mileage rate element for services provided as set forth in Section 2.6.6(A) preceding is determined as follows:

- 1) Determine the appropriate Switched Access Direct Trunked Transport-Facility mileage by computing the airline mileage between the two ends of the Direct Trunked Transport-Facility. Determine the airline mileage for the Direct Trunked Transport-Facility charge using the V&H method as set forth in Section 2.10.2 following.
- 2) For Feature Groups B or D Switched Access Service, the Direct Trunked Transport-Facility Mileage charge is determined by using the procedure set forth below:

Multiply:

The number of access minutes

by

the number of airline miles as determine in (1) preceding

by

the Company's appropriate Direct Trunked Transport-Facility per mile per access minute rate

by

the Company's billing percentage factor.

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REGULATIONS

2.6 Payment Arrangements (cont'd.)

_____ 2.6.6 Ordering, Rating and Billing of Switched Access Services Where More Than One Local Exchange Telephone Company is Involved (cont'd.)

_____ D) For Feature Groups B and D.

- 1) For originating or terminating access traffic at a company operated end office, the Residual Interconnection Charge is calculated by multiplying that rate times the number of originating and terminating access minutes that are switched at the end office.
- 2) For Entrance Facility equipment operated by the Company, the Entrance Facility and/or Multiplexing charge will apply.
- 3) The Billing Percentage (BP) is not applicable to the Residual Interconnection charge, Entrance Facility or Multiplexer.

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2.6 Payment Arrangements (cont'd.)

2.6.6 Ordering, Rating and Billing of Switched Access Services Where More Than One Local Exchange Telephone Company is Involved (cont'd.)

- E) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, except as noted in 2.6.6 (D) below.
- F) Until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include the following meet points, the applicable billing percentage factors for Feature Group B or D Switched Access Service traffic between certain Company end offices and Bell Atlantic offices are as set forth in the Company's Tariff F.C.C. No. 4.
- G) Should any changes be made to the meet point billing arrangements as set forth in Section 2.6.6 (A) preceding, the Company will give affected Customers 30 days' notice.
- H) Should the Company act as an intermediate, non-terminating local exchange carrier, Local Transport Termination rates, as determined in Section 2.6.6 (B) preceding, will not be applied to the meet point billing arrangements.

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REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.7 Charges in Service Requested

_____ If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in 3.1.1(C) following, Access Order Modifications.

2.6.8 Customer Overpayment

_____ The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayment that are refunded within thirty (30) days after such overpayment is received by the Company.

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2.7 Allowances for Interruptions in Service

2.7.1 General

- A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or received, because of a failure of a component furnished by the Company under the tariff.

- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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2.7 Allowances for Interruptions in Service (cont'd.)

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company.
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;
- F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

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ACCESS SERVICE

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2.7 Allowances for Interruptions in Service (cont'd.)

_____ 2.7.3 Use of Another Means of Communications

_____ If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Interruption in Service

- _____ A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions in service of 25 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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ACCESS SERVICE

REGULATIONS

2.7 Allowances for Interruptions in Service (cont'.d)

_____ 2.7.4 Application of Credits for Interruptions in Service (Cont'd.)

_____ D) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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ACCESS SERVICE

REGULATIONS

2.7 Allowances for Interruptions in Service (cont'd.)

2.7.4 Application of Credits for Interruptions in Service (cont'd.)

E) Continuous Interruption Over 24 Hours and Less Than 72 Hours.

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24 -hour period. No more than one full day's credit will be allowed for any period of 24 hours.

F) Interruptions Over 72 Hours.

Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one month period.

2.7.5 Cancellation For Service Interruption

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

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ACCESS SERVICEREGULATIONS2.8 Cancellation of Service/Termination Liability

_____ If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

_____ Customer's termination liability for cancellation of service shall be equal to:

- 1) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- 3) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- 4) minus a reasonable allowances for costs avoided by the Company as a direct result of Customer's cancellation.

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ACCESS SERVICE

REGULATIONS

2.9 Customer Liability for Unauthorized Use of the Network

2.9.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B) The following activities constitute fraudulent use:
- (1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - (2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - (3) Using fraudulent means or devices, tricks, schemes, false or invalid number, false credit devices or electronic devices to defraud or mislead callers.

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ACCESS SERVICE

REGULATIONS

2.9 Customer Liability for Unauthorized Use of the Network (cont'd.)

_____ 2.9.1 Unauthorized use of the Network (cont'd.)

_____ C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

2.9.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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ACCESS SERVICEREGULATIONS2.10 Application of Rates

_____ The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

2.10.1 Based on Duration of Use

_____ Customer traffic to end offices will be measured (i.e., recorded or assumed) but the Company at end office switches or access tandem switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

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

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

For terminating calls over Feature Group B or D, the measurement of access minutes begins when the termination Feature Group B or D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. For terminating calls over FGB and FGD Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

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ACCESS SERVICEREGULATIONS2.10 Application of Rates (cont'd.)2.10.1 Charges Based on Duration of User (cont'd.)

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

FGB and FGD access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are ten rounded up to the nearest access minute of each end office.

All intrastate InterMTA mobile traffic (calls and MOU) terminated by the Company for providers of commercial mobile radio services ("CMRS") shall be treated as Switched Access Service subject to the rates, terms, and conditions of this Tariff.

The rates, terms, and conditions of this tariff will not be applicable for mobile traffic when the Company has entered into a separate Interconnection agreement with a provider of commercial mobile radio services unless otherwise agreed to by the parties.

2.10.2 Rates Based Upon Distance

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

- A) Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC NO. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except, that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF NO. 4 is revised to include certain Company wire centers the airline distance should be determined utilizing the "V" (vertical) and "H" (horizontal) coordinates as set forth in the Company's Tariff F.C.C. No. 4.

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ACCESS SERVICEREGULATIONS2.10 Application of Rates (cont'd.)2.10.2 Rates Bases Upon Distance (cont'd.)

B) The airline distance between any two wire centers is determined as follows:

- 1) Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.
- 2) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- 3) Square each difference obtained in step (2) above.
- 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7) Formula =
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

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ACCESS SERVICEREGULATIONS2.10 Application of Rates (cont'd.)2.10.3 Mileage

The mileage to be used to determine the Local Transport Facility monthly rates are calculated on the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer's serving wire center. The V&H coordinated method is used to determine mileage. This method is set forth in Section 2.10.2.

The Local Transport Facility mileage rates are shown in Section 4.1.3 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

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ACCESS SERVICEREGULATIONS2.10 Application of Rates (cont'd.)2.10.4 Time Periods A) Description

Time of Day usage rates are rates that apply only when a specific rate element is used. The rates are applied on a per access minute basis or a per call basis. The time when the connection is established, determined in accordance with the time (standard or daylight savings) legally in use at the point where the calling station is located, determines whether day, evening or night rates apply.

Where usage begins in one rate period and ends in another, the rates in effect for the rate period in which such usage began will apply unless the local exchange carrier implements actual rate period billing, i.e., split rate period billing. When split rate period billing is available, usage which begins in one rate period and end in another will be billed at the rates applicable to each such rate period. Peak and Off- Peak rates apply as follows:

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ACCESS SERVICE

REGULATIONS

2.10 Application of Rates (cont'd.)

2.10.4 Time Periods (cont'd.)

B) Rate Periods Except Holidays

<u>Time Applicable</u>			
<u>Rate</u>	<u>From</u>	<u>To But Not</u>	<u>Days Applicable</u>
<u>Period</u>		<u>Including</u>	
Peak	9:00 A.M.	9:00 P.M.	Mon-Fri
Off-Peak		All other times	

C) Holiday Rate Periods

On Christmas Day (December 25), on New Year's Day (January 1), on Memorial Day (the last Monday in May), on Independence Day (July 4), on Labor Day (the first Monday in September) and on Thanksgiving Day (the fourth Thursday in November) and on resulting legal holidays when Christmas, New Year's Day or Independence Day legal holidays fall on dates other than December 25, January 1, or July 4, the holiday rate applicable is the Off-Peak Rate.

ACCESS SERVICEREGULATIONS2.11 Transport and Termination of Local Exchange Traffic for Other Carriers

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- A) Where a certificated local exchange carrier offers local exchange service (local calling or expanded area service) within any of the same exchange area(s) as the Company, and there is no existing Traffic Exchange or Interconnection Agreement (Contract), the Company will provide transport and termination of local calls to such other carrier on a reciprocal basis. As a condition of receiving service under this Section 2.11, the other carrier must provide comparable local exchange transport and termination services to the Company at no charge. If the other carrier imposes a charge on the Company for transport and termination of local calls, and no Contract is in effect, then the Company may elect to accept the other carrier's traffic for transport and termination of local calls subject to payment at the same rate per minute as is charged by the other carrier to the Company.

Notwithstanding any other provision of this tariff, with respect to any carrier that, on its own or through an Affiliate, provides services comparable to the services provided under this tariff to RCN within Pennsylvania, during any billing period, in the event that any of the applicable rates and charges set forth in this tariff are lower than comparable rates and charges in effect as of the last day prior to such billing period ("carrier rates") offered or charged by the carrier or such Affiliate to RCN anywhere within Pennsylvania for services comparable to the services provided under this tariff, then, for such carrier, such rates and charges in this tariff may be increased by RCN to an amount equal to such carrier's rates.

- B) Transport and termination of local calls pursuant to this Section 2.11 provides routing and completion of calls between a point of interconnection and the dialed end user on the Company's network. The Company will provide the local Transport, switching and end user termination functions necessary to complete the transmission of these calls within the local the calling area.
- 1) Unless otherwise agreed, the point of interconnection shall be the Incumbent Local Exchange Carrier tandem switch serving each exchange area(s) in which the Company is providing transport and termination services.
 - 2) Upon request, the other carrier may relocate the point of interconnection to the Company switching office by providing facilities to deliver its traffic to that point, and by accepting the Company's local traffic for transport and termination at that same point

ACCESS SERVICEREGULATIONS2.11 Transport and Termination of Local Exchange Traffic for Other Carriers

c

- 3) The two companies may also establish other point(s) of interconnection by mutual agreement.
- C) It is the other carrier's responsibility to provide facilities for delivery of its local calls to the point of interconnection. The other carrier's facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision. The other carrier shall provide a sufficient number of circuits to permit completion of calls without unreasonable blocking, and shall augment its facilities as necessary from time to time to maintain an adequate grade of service.
- D) Facilities provided under this Section 2.11 may be used to access valid NXX codes and/or Local Routing Numbers (LRNs) assigned to the Company. Unless otherwise specified in this Section 2.11, technical specifications for trunk groups provided under this section are the same as those for switched access trunks.
- E) This Section 2.11 applies only to local calls as defined in the Company's Tariff - Pa P.U.C. Tariff No.4. This Section 2.11 does not apply to calls to local operator assistance (O- and O+), local Directory Assistance, N11 service codes, 950-XXXX and 101-XXXX access codes or to a TRS center. Termination of these and all other types of traffic must be obtained pursuant to other sections of this Tariff.
- F) This Section 2.11 is not applicable to any carrier that has entered into a separate agreement with the Company containing rates, terms, and conditions for transport and termination of local calls. In any case where the Company and another carrier are exchanging traffic pursuant to this Section 2.11, either the Company or the other carrier may at any time request that the other enter into a separate agreement concerning such rates, terms, and conditions.
- G) The services provided under this Tariff shall be maintained by the Company. The other carrier may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used. The provision of transport and termination by the Company as set forth in this Tariff does not constitute a joint undertaking with the other carrier for the furnishing of any service.

ACCESS SERVICEREGULATIONS2.12 Transport and Termination of Commercial Mobile Radio Service Traffic for Wireless Carriers

- A) Where a Commercial Mobile Radio Service ("CMRS") Carrier/Provider offers Wireless services within any of the same exchange area(s) as the Company, and there is no existing Traffic Exchange or Interconnection Agreement (Contract), the Company will provide transport and termination of IntraMTA calls to such other carrier. As a condition of receiving service under this Section 2.12, RCN shall be compensated from the other carrier for the transport and termination of Wireless IntraMTA traffic as provided in Section 4.2.

Notwithstanding any other provision of this tariff, with respect to any carrier that, on its own or through an Affiliate, provides services comparable to the services provided under this tariff to RCN within Pennsylvania, during any billing period, in the event that any of the applicable rates and charges set forth in this tariff are lower than comparable rates and charges in effect as of the last day prior to such billing period ("carrier rates") offered or charged by the carrier or such Affiliate to RCN anywhere within Pennsylvania for services comparable to the services provided under this tariff, then, for such carrier, such rates and charges in this tariff may be increased by RCN to an amount equal to such carrier's rates.

- B) Transport and termination of Wireless calls pursuant to this Section 2.12 provides routing and completion of calls between a point of interconnection and the dialed end user on the Company's network. The Company will provide the Transport, switching and end user termination functions necessary to complete the transmission of these IntraMTA calls within RCN's exchange area(s).

1) Unless otherwise agreed, the point of interconnection shall be the Incumbent Local Exchange Carrier tandem switch serving each exchange area(s) in which the Company is providing transport and termination services.

- 2) Upon request, the other carrier may relocate the point of interconnection to the Company switching office by providing facilities to deliver its traffic to that point, and by accepting the Company's traffic for transport and termination at that same point.

- 3) The two companies may also establish other point(s) of interconnection by mutual agreement.

- C) It is the other carrier's responsibility to provide facilities for delivery of its calls to the point of interconnection. The other carrier's facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision. The other carrier shall provide a sufficient number of circuits to permit completion of calls without unreasonable blocking, and shall augment its facilities as necessary from time to time to maintain an adequate grade of service.

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ACCESS SERVICE2.12 Transport and Termination of Commercial Mobile Radio Service Traffic for Wireless Carriers (cont'd)

- D) Facilities provided under this Section 2.12 may be used to access valid NXX codes and/or Local Routing Numbers (LRNs) assigned to the Company. Unless otherwise specified in this Section 2.11, technical specifications for trunk groups provided under this section are the same as those for switched access trunks.
- E) InterMTA traffic will be compensated at the Company's applicable Switched Access Tariff rates.
- F) This Section 2.12 is not applicable to any carrier that has entered into a separate agreement with the Company containing rates, terms, and conditions for transport and termination of Wireless calls. In any case where the Company and another carrier are exchanging traffic pursuant to this Section 2.12, either the Company or the other carrier may at any time request that the other enter into a separate agreement concerning such rates, terms, and conditions.
- G) The services provided under this Tariff shall be maintained by the Company. The other carrier may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used. The provision of transport and termination by the Company as set forth in this Tariff does not constitute a joint undertaking with the other carrier for the furnishing of any service.

ACCESS SERVICE

SERVICE AND RATE DESCRIPTIONS

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ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.1 Network Access Services

Network Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises and an end-user's premises. It provides for the use of common terminating, switching and trunking facilities. Network Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Network Access Service must be ordered separately for each LATA in which the customer desires to originate or terminate calls.

Network Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or Customer accesses them when originating or terminating calls.

FGB Switched Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 950-XXXX access code for the Customer's use in originating and terminating communications.

FGD Switched Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access codes for the Customer's use in originating and terminating communications. End users may also originate calls to a FGD Access Customer by dialing 1+NPA-NXX-XXXX when using the Company presubscription service.

Toll Free Data Base Network Access Service, which is available to all Customers, provides trunk side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800" or "888".

ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.1 Network Access Services (cont'd)

Other Services and facilities provided pursuant to this Tariff may be used in connection with the transport and/or termination of exchange telephone services and other telecommunications traffic. Terms, conditions, and rates for such transport and termination, and facilities and services used in connection therewith, may be contained in either Traffic Exchange Contracts or Interconnection Agreements ("ICAs") between Local Exchange Carriers and the Company. These Agreements or Contracts may reference rates contained in this Tariff.

(a) If such an ICA exists and contains rates, terms, and conditions applicable to a service or facility provided by the Company, then such services and facilities are not subject to the rates, terms, and conditions of this Tariff, except to the extent that such rates, terms, or conditions have been incorporated by reference into the ICA.

(b) If no ICA exists, or if the ICA does not contain rates, terms, or conditions applicable to a service or facility provided by the Company to the other carrier, then the rates, terms, and conditions contained in this Tariff will apply to such service or facility.

Notwithstanding any other provisions of this Tariff, with respect to any Customer that, on its own or through an Affiliate, provides services comparable to the services provided under this tariff to RCN within Maryland, during any billing period, in the event that any of the applicable rates and charges set forth in this tariff are lower than comparable rates and charges in effect as of the last day prior to such billing period ("Customer Prices") offered or charged by the Customer or such Affiliate to RCN anywhere within Maryland for services comparable to the Services provided under this tariff, then, for such Customer, such rates and charges in this tariff may be increased by RCN to an amount equal to such Customer Prices.

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ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.1 Network Access Services (cont'd.)3.1.1 Network Access Service OrderA) Ordering Network Access Service Types

A Network Access Service Order is used by the Company to provide a Customer Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

- 1) For Feature Group B Switched Access Service:
 - (a) When direct routing to an end office is desired, the Customer shall specify:
 - the number of trunks,
 - the end office, and
 - the Local Transport and Local Switching options desired.
 - (b) When end office routing via an access tandem switch operated by another Exchange Telephone Company is desired, the Customer shall specify:
 - the number of trunks,
 - the access tandem switch,
 - the Local Transport and Local Switching options desired, and
 - an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

In addition, the Customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

ACCESS SERVICE

SERVICE AND RATE DESCRIPTIONS

3.1 Network Access Services (cont'd.)

3.1.1 Network Access Service Order (cont'd.)

A) Ordering Network Access Service Types (cont'd.)

2) For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. When FGD is ordered by specifying the number of trunks and direct routing to an end office is desired, the customer shall specify:

- the end office and
- the Local Transport and Local Switching options desired.

When FGD is ordered by specifying the number of trunks and end office routing via an access tandem operated by another Exchange Telephone Company is desired, the customer shall specify:

- the access tandem,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

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SERVICE AND RATE DESCRIPTIONS

3.1 Network Access Services (cont'd.)

3.1.1 Network Access Service Order (cont'd.)

A) Ordering Network Access Service Types (cont'd.)

2) (cont'd.)

In addition, for Feature Group D with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and if applicable, the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

3) For Toll Free Data Base Network Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with Toll Free Data Base Service, the Customer shall so specify on the order for service.

ACCESS SERVICE

SERVICE AND RATE DESCRIPTIONS

3.1 Network Access Services (cont'd.)

3.1.1 Network Access Service Order (cont'd.)

B) Network Access Order Service Date Intervals

Network Access Service is provided with one of the following Service Date Intervals:

- Standard Interval
- Negotiated Interval
- Advance Order Interval

1) Standard Interval

A schedule of Standard Intervals applicable for Network Access Services and is as follows:

<u>Trunk Groups</u>	<u>Standard Interval</u>
1 to 4 Trunks	28 Days
5 to 24 Trunks	30 Days

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SERVICE AND RATE DESCRIPTIONS

3.1 Network Access Services (cont'd.)

3.1.1 Network Access Service Order (cont'd.)

B) Network Access Order Service Date Intervals (cont'd.)

2) Negotiated Interval

The Company will negotiate a service date interval with the Customer when:

- (a) There is no Standard Interval for the service, or;
- (b) The quantity of Network Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- (c) The Customer requests a service date beyond the applicable Standard Interval service date except as set forth in (3) following.

The Company will offer a service date based on the type and quantity of Network Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.1 Network Access Services (cont'd.)3.1.1 Network Access Service Order (cont'd.)B) Network Access Order Service Date Intervals (cont'd.)2) Negotiated Interval (cont'd.)

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

The addition and/or deletion of a Toll Free Network Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of a Toll Free Network Access Service ten digit customer identification record to the Toll Free Network Access Service data base or the deletion of a Toll Free Network Access Service ten digit customer identification record from the Toll Free Network Access Service data base is provided with a Negotiated Interval.

	<u>Maximum Interval</u>
Initial establishment of service where Customer is:	
- Not yet provided with any Trunk Group service in the LATA	6 months
- Provided Trunk Group service in the LATA	90 days

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ACCESS SERVICE

SERVICE AND RATE DESCRIPTIONS

3.1 Network Access Services (cont'd.)

3.1.1 Network Access Service Order (cont'd.)

B) Network Access Order Service Date Intervals (cont'd.)

3) Advance Order Interval

When placing a Network Access Order, a Customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Network Access Service lines or trunks or 720 BHMCs.

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

Advance Order Interval Network Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Network Access Orders except for the following:

ACCESS SERVICE

SERVICE AND RATE DESCRIPTIONS

3.1 Network Access Services (cont'd.)

3.1.1 Network Access Service Order (cont'd.)

B) Network Access Order Service Date Intervals (cont'd.)

3) Advance Order Interval (cont'd.)

(a) Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

- The minimum monthly charge for the minimum period plus the applicable Nonrecurring Charges for the services ordered.

This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance payment is not received by such payment date, the order will be canceled.

When the Network Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (2) following, only the portion of the Advance Payment for services actually installed will be credited.

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ACCESS SERVICE

SERVICE AND RATE DESCRIPTIONS

3.1 Network Access Services (cont'd.)

3.1.1 Network Access Service Order (cont'd.)

B) Network Access Order Service Date Intervals (cont'd.)

3) Advance Order Interval (cont'd)

(b) Cancellation or Partial Cancellation of an Advance Order Interval Network Access Order

When the Customer cancels an Network Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Network Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

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ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.1 Network Access Services (cont'd.)3.1.1 Network Access Service Order (cont'd.)C) Network Access Order Modifications

The Customer may request a modification of its Network Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Network Access Service lines, trunks or busy hour minutes of capacity or CCSA will be treated as a new Access Order (for the increased amount only).

1) Service Date Change Charge

Network Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is found in Section 4.1.1(B).

ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.1 Network Access Services (cont'd.)3.1.1 Network Access Service Order (cont'd.)C) Network Access Order Modifications (cont'd.)2) Partial Cancellation Charge

Any decrease in the number of ordered Network Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Network Access Order will be treated as a partial cancellation and the charges as set forth in Section 3.1.1(C)(3) following will apply. Partial cancellation charges do not apply to Advance Order Interval Network Access Orders.

3) Design Change Charge

The Customer may request a design change to the service ordered. A design change is any change to an Network Access Order which requires engineering review. Design changes do not include a change of customer premises, end user premises, end office switch, Feature Group type except for changes to Feature Group D. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is found in Section 4.1.1(C).

If a change of service date is required, the Service Date Change Charge will also apply.

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ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.1 Network Access Services (cont'd.)3.1.1 Network Access Service Order (cont'd.)C) Network Access Order Modifications (cont'd.)4) Expedited Order Charge

When placing a Network Access Order for service(s) for which Standard Intervals exist, a Customer may request a service date that is prior to the Standard Interval service date. A Customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Network Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply.

If the Company receives a request for an expedited service date at the time a Standard Interval Access Order is placed, the Expedited Order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Network Access Order.

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SERVICE AND RATE DESCRIPTIONS

3.1 Network Access Services (cont'd.)

3.1.1 Network Access Service Order (cont'd.)

D) Cancellation of an Network Access Order

1) A Customer may cancel an Network Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or a Customer's end user is unable to accept Network Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Network Access Order shall be canceled and charges set forth in (E) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Network Access Order.

ACCESS SERVICE

SERVICE AND RATE DESCRIPTIONS

3.1 Network Access Services (cont'd.)

3.1.1 Network Access Service Order (cont'd.)

D) Cancellation of an Network Access Order (cont'd.)

- 2) When a Customer cancels a Standard or Negotiated Interval Network Access Order for the installation of service, a Cancellation Charge will apply as follows:
 - (a) When the Customer cancels an Network Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
 - (b) If the Company misses a service date for a Standard or Negotiated Interval Network Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Network Access Order without incurring cancellation charges.

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ACCESS SERVICE

SERVICE AND RATE DESCRIPTIONS

3.1 Network Access Services (cont'd.)

3.1.1 Network Access Service Order (cont'd.)

E) Cancellation of a Network Access Order

- 1) The minimum period for which Network Access Service is provided and for which charges are applicable, is one month.
- 2) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

- (a) A move to a different building.
- (b) A change in type of service.
- (c) A change in Network Access Service Interface group.
- (d) Change in Network Access Service traffic type.
- (e) Change in Company-provided Network Access service to a Collocated Interconnection arrangement or vice versa.
- (f) Change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

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ACCESS SERVICE

SERVICE AND RATE DESCRIPTIONS

3.1 Network Access Services (cont'd.)

3.1.1 Network Access Service Order (cont'd.)

F) Minimum Period Charges

When Network Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

For Network Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

G) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Network Access Service are: installation of service and service rearrangements.

ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.1 Network Access Services (cont'd.)3.1.1 Network Access Service Order (cont'd.)G) Nonrecurring Charges (cont'd.)1) Installation of Service

Nonrecurring charges apply to each Network Access Service installed. For Network Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Network Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

2) Service Arrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

(a) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.1 Network Access Services (cont'd.)3.1.1 Network Access Service Order (cont'd.)G) Nonrecurring Charges (cont'd.)2) Service Rearrangements (cont'd.)(b) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

H) Network Blocking Charge

The Customer will be notified by the Company to increase its capability (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in 4.1.3(C) following, for each overflow in excess of ordered capacity.

ACCESS SERVICE

SERVICE AND RATE DESCRIPTIONS

3.1 Network Access Services (cont'd.)

3.1.2 Standard Rate Categories

The following rate categories apply to all forms of Switched Access Service, except as stated in 3.1.3:

- Carrier Common Line
- Local Transport
- End Office

A) Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by Customers for access to end users to furnish Customer intrastate communications. Carrier Common Line is provided where the Customer obtains Company provided Switched Access Service.

1) Limitations

- (a) A telephone number is not provided with Carrier Common Line.
- (b) Detail billing is not provided for Carrier Common Line.
- (c) Directory listings are not included in the rates and charges for Carrier Common Line.

ACCESS SERVICE

SERVICE AND RATE DESCRIPTIONS

3.1 Network Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

A) Carrier Common Line (cont'd)

1) Limitations (cont'd)

(d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.

(e) All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

2) Undertaking of the Telephone Company

Where the Customer is provided with Switched Access Service under this tariff, the Company will provide the use of Company common lines by a Customer for access to end users at rates and charges as set forth in Section 4.1.2 following.

3) Obligations of the Customer

(a) The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.

(b) All Switched Access Service provided to the Customer will be subject to Carrier Common Line charges.

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ACCESS SERVICE

SERVICE AND RATE DESCRIPTIONS

3.1 Network Access Services (cont'd.)

3.1.2 Standard Rate Categories (cont'd.)

A) Carrier Common Line (cont'd.)

4) Rate Regulations

- (a) The Carrier Common Line charges will be billed per access minute to each Switched Access Service Customer.
- (b) When the Customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes based on the data reported by the Customer set forth in Section 2.3.3 preceding.

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SERVICE AND RATE DESCRIPTIONS

3.1 Network Access Services (cont'd.)

3.1.2 Standard Rate Categories (cont'd.)

B) Local Transport

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

Charges for Local Transport service are computed in accordance with Section 2.6.6 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company is Involved). For purposes of determining Local Transport Mileage, distance will be measured from the wire center that normally serves the Customer's premises to the end office switch(es).

The following paragraphs describe the Local Transport rate elements.

Entrance Facility
Local Transport - Termination
Local Transport - Facility
Direct Trunked Transport

ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.1 Network Access Services (cont'd.)3.1.2 Standard Rate Categories (cont'd.)B) Local Transport (cont'd.)1) Local Transport - Termination

Local Transport Termination provides for that portion of the voice frequency transmission path at the end office switch, and at the Customer's premises.

2) Local Transport - Facility

Local Transport Facility provides for that portion of the voice frequency transmission path between the end office switch and the Customer's premises.

3) Common Channel Signaling Access

Common Channel Signaling Access (CCSA) is comprised of a Signal Transfer Point (STP) Link and a dedicated STP Port. The STP Link provides the connection from the customer designated premises to the Company's STP provider as described in the Local Exchange Routing Guide (LERG). The STP Port provides the Customer access to the Company's SS7 network. The STP Links and STP Port are dedicated to the Customer.

4) Entrance Facility

The Entrance Facility monthly rate provides for the communication path between a customer's premises and the serving wire center (SWC) of that premises and is assessed based on the capacity of the facilities provided, e.g., Voice Grade, DS1, or DS3. The Entrance Facility rate is assessed when the customer premises and the SWC are in the same building. The Entrance Facility rate is in addition to the rates assessed for Direct Trunked Transport and Common Switched Transport.

5) Direct Trunked Transport

The Direct Trunked Transport monthly rate provides for the transmission facilities between the SWC of the customer's facilities to the end office based on the capacity of the facility requested, i.e., Voice Grade, DS1, or DS3. There are two rates that apply, a fixed rate and a rate per mile. The Direct Trunked Transport rate is in addition to the Entrance Facility rate.

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ACCESS SERVICE

SERVICE AND RATE DESCRIPTIONS

3.1 Network Access Services (cont'd.)

3.1.2 Standard Rate Categories (cont'd.)

B) Local Transport (cont'd.)

6) Interface Groups

The Interface Group is provided for terminating the Local Transport at the Customer's premises. The Interface Group provides a specified premises Interface. Where transmission facilities permit, the individual transmission path between the Customer's premises and the first point of switching may at the option of the Customer be provided with optional features.

Interface Group 1 provides a transmission path between the point of termination at the Customer designated premises and the Customer's serving wire center may be comprised of any form or configuration of plant capable of an typically used in the telecommunication industry for the transmission of voice and associated telephone signals within the frequency bandwidth of 300 to 3000 Hz.

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ACCESS SERVICE

SERVICE AND RATE DESCRIPTIONS

3.1 Network Access Services (cont'd.)

3.1.2 Standard Rate Categories (cont'd.)

C) End Office

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office. The End Office rate category consists of the Local Switching rate element. C

The Local Switching rate element provides for: a) the use of end office switching equipment; b) the terminations for the end user common lines terminating in the local end office; and c) the termination of a call at a Company Intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number. Intercept rates are assessed to a Customer based on the total number of access minutes.

Rates for Local Switching are differentiated based upon the directionality of the traffic carried over the switched access service. C
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ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.1 Network Access Services (cont'd.)3.1.3 Other Rate CategoriesA) Toll Free Data Base Network Access Service

Toll Free Data Base Network Access Service is a service offering utilizing originating trunk side Network Access Service. The service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the data base to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed Toll Free number. Toll Free Data Base Network Access Service is comprised of the following elements.

1) Customer Identification Charge

The Toll Free Data Base Network Access Service Customer Identification Charge applies for the identification and delivery of the appropriate Customer. The charge is assessed to the Customer on a per query and per minute of use basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the Commonwealth of Pennsylvania. The Toll Free Carrier Identification Charge is set forth in 4.1.5(A). The per minute of use charges can be found with the Local Transport and Local Switching rates (Section 4.1.3 and 4.1.4).

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SERVICE AND RATE DESCRIPTIONS

3.1 Network Access Services (cont'd.)

3.1.3 Other Rate Categories (cont'd.)

A) Toll Free Data Base Network Access Service (cont'd.)

2) POTS Translation Charge

The POTS Translation provides the option of having the ten digit POTS number NPA+NXX-XXXX delivered instead of the Toll Free dialed number 800+NXX-XXXX delivered to the service provider.

A POTS Translation Charge is assessed per call and per minute, in addition to the Toll Free Carrier Identification Charge as set forth in 4.1.5(B). The per minute of use charges can be found with the Local Transport and Local Switching rates (4.1.3 and 4.1.4).

3) Vertical Feature Package (VFP)

This feature package, available only with Toll Free Data Base Network Access Service, provides feature functionality in addition to the basic query. The feature package may include various destination options such as POTS translation, carrier selection, time-of-day routing, specific date routing geographic routing, routing based on percent of allocation, and emergency routing profiles.

Vertical Feature Package Charge - The vertical feature package charge is assessed to the customer when, in addition to the basic query, a Toll Free Data Base query contains one, all, or a combination of the vertical features described above.

ACCESS SERVICE

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3.1 Network Access Services (cont'd.)

3.1.4 Rates Applicable to VoIP-PSTN Traffic

- (A) This Section 3.1.4 applies to all VoIP-PSTN Traffic that uses the Company's intrastate access services, in the absence of a separate agreement between the Company and the Customer governing such traffic.
- (B) The Company will use the PVU factor, as determined pursuant to Section 2.3.3(J), preceding, to determine what portion, if any, of intrastate Switched Access Service provided by the Company to the Customer pursuant to this Tariff constitutes VoIP-PSTN Traffic.
- (C) Notwithstanding any other provisions of this Tariff, the rates applicable to origination or termination of VoIP-PSTN Toll Traffic shall be equal to the Company's interstate access charges for origination or termination of comparable interstate traffic, as stated in the Company's interstate access tariff on file with the Federal Communications Commission and as in effect at the time the service is provided.
- (D) If the PVU factor is not available and/or cannot be implemented in the Company's billing system by January 1, 2012, then once the factor is available it will be applied on a prospective basis. If the Company has not received a CPVU from the Customer, the Company will set the PVU factor equal to the RPVU beginning April 15, 2012.

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ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.2 Miscellaneous Services3.2.1 PresubscriptionA) InterLATA

- 1) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Tariff. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IC, for any additional change in selection, a nonrecurring charge, as set forth in Section 4.2.1, applies.
- 2) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the Customer may choose either of the following options.
 - Designate an IC as a PIC and dial 10XXX or 101XXXX to reach other ICs.
 - Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 101XXXX for all calls to all ICs.

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ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.2 Miscellaneous Services (cont'd.)3.2.1 Presubscription (cont'd.)A) InterLATA2) (cont'd.)

New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 4.2.1 applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service, or upon request by the selected IC, billed to the IC on behalf of the end user.

If an IC requests a Primary Interexchange Carrier (PIC) change on behalf of a billed party (eg., end user), and the billed party subsequently denies requesting the change, and the IC is unable to substantiate the change with a letter of authorization signed by the billed party, then:

- The billed party will be reassigned to their previously selected IC. No charge will apply to the billed party for this reassignment.
- The Unauthorized Presubscription Change Charge as set forth in Section 4.1.2(B) will apply to the IC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in Section 4.1.2(A) following.

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ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.2 Miscellaneous Services (cont'd.)3.2.1 Presubscription (cont'd.)B) IntraLATA

- 1) IntraLATA Presubscription (ILP) is an arrangement whereby an Exchange Service customer of the Company may select and designate either the Company or another qualified carrier as the presubscribed carrier for "normally dialed" qualifying calls that are designated as intra LATA Region calls or intraLATA toll calls.
 - Only one ILP (PIC) may be selected for a single Exchange Access Line, but that carrier need not be the same as the presubscribed interLATA carrier for that line.
 - The following categories of calls made from a customer's line will be carried over the Company's network, notwithstanding the ILP PIC selection for that line:
 - All Directory Assistance calls dialed without a carrier access code made using Directory Assistance; calls to 911, calls to Information Service Providers (e.g., 976,700,540), etc.
- 2) The following regulations are applicable to Exchange Service customers where ILP is applicable:
 - New line customers will be given an opportunity to select an ILP PIC at the time they place an order for Exchange Access Service. If the new line customer fails to select an ILP carrier, the customer will be informed that the customer must dial a carrier access code (10XXX/101XXXX) to complete qualifying calls until the customer affirmatively selects the Company or another qualified ILP Carrier.
 - Customers who have designated RCN or another qualified carrier as their ILP PIC, may select a different carrier to carry particular qualifying calls, either by dialing 10XXX/101XXXX or other necessary carrier access codes to reach the carrier of choice.

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ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.2 Miscellaneous Services (cont'd.)3.2.1 Presubscription (cont'd.)B) IntraLATA (cont'd.)2) (cont'd.)

- A customer entitled to select the ILP PIC may choose at any time, by oral or written notice to the Company, to "freeze" the ILP PIC. A frozen ILP PIC cannot be changed unless the customer removes the freeze. A freeze on the ILP PIC may be removed at any time by oral or written request from the customer.

3) The Company will follow the interim ILP procedures described below during the ILP transition period following availability in the exchange.

- Customers will be provided a list of participating ILP carriers upon request. Customers desiring additional information on participating ILP carriers, will be provided with the carriers telephone number (if provided by the carrier).

4) RCN of Pennsylvania will investigate claims from customers that a carrier submitted an ILP PIC change request without appropriate authorization from the customer. The Company will investigate and attempt to resolve any claims made to the Company that the Company has made itself the ILP PIC for a line without proper authority.

5) A customer will be billed a nonrecurring charge for ILP PIC changes, except as set forth below:

- There will be no charge for an initial ILP PIC change made in each exchange for ninety (90) days following the availability of ILP in the exchange.
- Subsequent to the ninety (90) day Transition Period, there will be no charge for an initial ILP PIC change made by new service customers during the first thirty (30) days following the availability on ILP in the exchange.
- The nonrecurring charge for an ILP PIC change is set forth in Section 4.2.1 following.

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ACCESS SERVICE

SERVICE AND RATE DESCRIPTIONS

3.3 Billing and Collection Services

3.3.1 Billing Name and Address Service

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service is provided on a manual basis only. Information will be provided by voice telecommunications, fax or mail, as appropriate.

BNA information is furnished for 10XXX or 101XXXX dialing, collect, bill to third party, 700 and 900 messages and messages charged to a calling card that is resident in the Company's data base.

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ACCESS SERVICE

SERVICE AND RATE DESCRIPTIONS

3.3 Billing and Collection Services

3.3.1 Billing Name and Address Service (cont'd.)

Undertaking of The Company

- A) A request for information on telephone numbers should be mailed or faxed to the Company. The Company will respond within ten (10) business days of receipt of a customer's request for end user BNA information, unless other arrangements are mutually agreed to between the Company and the Customer.
- B) The Company will provide the most current BNA information resident in its data base. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.
- C) The Company shall use reasonable efforts to provide accurate and complete BNA information. The company makes no warranties, expressed or implied, as to the accuracy or completeness of this BNA information.
- D) If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.

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ACCESS SERVICE

SERVICE AND RATE DESCRIPTIONS

3.3 Billing and Collection Services

3.3.1 Billing Name and Address Service (cont'd.)

Obligations of the Customer

- A) With each order for BNA Service, the customer shall identify the authorized individual and address to receive the BNA information.
- B) The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information upon request.
- C) The customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information.
- D) The customer shall not publicize or represent to others that the Company jointly participates with the customer in the development of the customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.
- E) When the customer orders BNA Service for both interstate and intrastate messages, the Jurisdictional Reporting Requirements listed in Section 2.3.3 will be applicable.

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ACCESS SERVICE

SERVICE AND RATE DESCRIPTIONS

3.3 Billing and Collection Services

3.3.1 Billing Name and Address Service (cont'd.)

Rate Regulations

- A) This section contains the specific regulations governing the rates and charges that apply for BNA Service. Specific rates and charges are set forth in Section 4.3.1.
- B) Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis.
- C) A charge applies for each request for BNA information for a telephone number on a manual basis. The Company will keep a count of the requests processed, and will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests.
- D) When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

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ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.4 IntraLATA Toll Presubscription3.4.1 Description

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

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

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

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

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ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.4 IntraLATA Toll Presubscription (cont'd.)3.4.1 Description (cont'd.)

- B) At the option of the ITP, the nonrecurring charge for a change in intraLATA toll presubscription, as provided here in, may be billed to the ITP, instead of the end user. This may involve charges resulting from end-user initial free choice PIC changes, as specified in Section 3.4.2.(B)(1) following. This option for the ITP to be billed for the PIC change charge instead of the end user is not available for orders placed directly via the Company's Business Offices.

3.4.2 Presubscription Charge Application

- A) Existing end users may exercise an initial free presubscription choice, either by contacting the Company or by contacting the ITP directly. The initial free choice must be made within 90 days following implementation of intraLATA toll presubscription. The charge for the initial free choice change will be billed to the new ITP at the discretion of the Company. End users' choices which constitute exercising the free initial choice are:
- 1) Designating an ITP as their primary carrier thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 10XXX, 101XXX, or other required codes.
 - 2) Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXX code dialing to access all ITP's. This choice can be made directly by contacting the Company. In addition, new end users that do not select a preferred carrier will be assigned a "No-Pic".

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ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.4 IntraLATA Toll Presubscription (cont'd.)3.4.2 Presubscription Charge Application (cont'd.)

A) (cont'd.)

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

B) New end users who subscribe to service after the presubscription implementation date (including presubscription customers who order an existing line) will be asked to select a primary ITP when they place an order for Company Exchange Service. If a customer cannot decide upon an intraLATA toll carrier at the time, the Company may extend a 30-day period following completion of the service request to make an intraLATA choice without charge. In the interim, the customer will be assigned a "No-Pic" and will have to dial an access code to make intraLATA toll calls.

Initial free selections available to new end users are:

- 1) Designate an ITP as their primary carrier thereby requiring no access code to access that ITP as their primary carrier thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 10XXX, 101XXX or other required codes.
- 2) Choose no carrier as a primary carrier thus requiring 10XXX or 101XXX code dialing to access all ITP's. This choice can be made directly by contacting the Company. In addition, new end users that do not select a preferred carrier will be assigned a "No-Pic".

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ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.4 IntraLATA Toll Presubscription (cont'd.)3.4.2 Presubscription Charge Application (cont'd.)

- C) Following an existing end user's initial free selection, any subsequent selection made following implementation of intraLATA toll presubscription is subject to a nonrecurring charge as set forth herein.
- D) If an ITP elects to discontinue Feature Group D service after implementation of the intraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users who have selected the canceling ITP as their preferred intraLATA toll provider. The ITP must inform the end users that it is canceling its Feature Group service, request that the end user select a new ITP, and state that the canceling ITP will pay the PIC change charge as provided herein. The ITP must provide written notification to the Company that this activity has taken place.

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

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

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ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.4 IntraLATA Toll Presubscription (cont'd.)3.4.2 Presubscription Charge Application (cont'd.)

D) (cont'd.)

If an unauthorized change in intraLATA presubscription occurs, the ITP making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided in Section 4.3.2(B) following. In addition, the ITP will be assessed the applicable charge for returning the end user to their preferred intraLATA toll provider.

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

3.4.3 Equal Access Recovery Charge

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

ACCESS SERVICESERVICE AND RATE DESCRIPTIONS3.4 IntraLATA Toll Presubscription (cont'd.)3.4.4 End User Charge Discrepancy

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

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

3.4.4.1 Verification of Orders for Telemarketing

Neither the ITP or the Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the F.C.C.'s current anti-slamming practices and procedures.

ACCESS SERVICE

SERVICE AND RATE DESCRIPTIONS

3.4 IntraLATA Toll Presubscription (cont'd.)

3.4.5 PIC Switchback Option - Business/Residence

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

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

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

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

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

3.5 Subscriber Line Charge

The Subscriber Line Charge is a monthly recurring charge and applies to all line, trunk and PRI services offered pursuant to the Company's Local Exchange Service tariff on file with the PA PUC. There are no exemptions associated with this product charges. Rates are subject to change.

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ACCESS SERVICE

RATES

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ACCESS SERVICE

RATES

4.1 Network Access Service

4.1.1 Service Orders

Nonrecurring
Charge

- A) Service Implementation
 - (1) Installation Charge
 - Per Trunk \$ 35.00
 - (2) Access Order Charge
 - Per Access Request \$ 105.00
 - (3) Engineering Charge
 - Per 1-24 Trunks \$ 80.00
- B) Service Date Change
 - Per Network Access Order
 \$ 25.00
- C) Design Change
 - Per Network Access Order
 \$ 25.00

4.1.2 Carrier Common Line

Per Access
Minute

- Per Minute of use
- Originating \$0.005335
- Terminating \$0.000000

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Supplement No. 18

RCN Telecom Services (Lehigh) LLC

Pa. P.U.C. No. 4
Section 4 - 5th Revised Page 2
Cancels 4th Revised Page 2

ACCESS SERVICE

RATES

4.1 Network Access Service (cont'd.)

4.1.3 Local Transport

Verizon Territory

A)	<u>Entrance Facility</u>	<u>Monthly Rate</u>	<u>Non-Recurring</u>	
	<u>Voice Grade</u>		<u>Initial</u>	<u>Additional</u>
	2-Wire			
	Cell 1	\$21.92	\$795.00	\$270.00
	Cell 2	\$31.12	\$795.00	\$270.00
	Cell 3	\$38.22	\$795.00	\$270.00
	Cell 4	\$43.12	\$795.00	\$270.00
	4-Wire			
	Cell 1	\$35.00	\$795.00	\$270.00
	Cell 2	\$36.62	\$795.00	\$270.00
	Cell 3	\$49.12	\$795.00	\$270.00
	Cell 4	\$57.57	\$795.00	\$270.00
	DS1			
	Cell 1	\$210.00	\$930.00	\$300.00
	Cell 2	\$225.00	\$930.00	\$300.00
	Cell 3	\$240.00	\$930.00	\$300.00
	Cell 4	\$270.00	\$930.00	\$300.00

Per Rearrangement \$290.00 \$145.00

DS3 -	Electrical Interface	\$3,130.00	\$1,800.00	\$1,800.00
	Optical Interface	\$2,980.00	\$1,800.00	\$1,800.00

B) Common Switched Transport

		<u>Fixed</u>	<u>Per Mile</u>
1)	<u>Tandem Switching</u> - Per Minute		
	- Originating	\$.000983	N/A
	- Terminating - RCN End Office	\$.000000	N/A
	- Terminating - 3rd Party	\$.001574	N/A
2)	<u>Tandem Transport</u>		
	- Originating	\$.000195	\$.000045
	- Terminating - with Tandem Switching	\$.000000	\$.000000
	- Terminating - w/o Tandem Switching	\$.000000	\$.000002
	- Host/Remote - Originating	\$.000195	\$.000045
	- Host/Remote - Terminating	\$.000000	\$.000000
3)	<u>Dedicated Tandem Trunk Port</u>		
	- Per Trunk	\$12.50	

C) Direct Trunked Transport

		<u>Fixed</u>	<u>Per Mile</u>
1)	<u>Voice Grade</u>		
	non-price band	\$16.93	\$ 3.00
	price band**	\$20.44	\$ 4.00
2)	<u>DS1</u>	\$85.00	\$ 24.25
3)	<u>DS3</u>	\$950.00	\$185.00

** price band office information as set forth in Verizon PA PUC No. 302 Section 6.8.1.(F) (8) (a).

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ACCESS SERVICE

RATES

4.1 Network Access Service (cont'd.)

4.1.3 Local Transport

Commonwealth Telephone Company Territory

D)	<u>Entrance Facility</u>	<u>Non-Recurring</u>	
	<u>Voice Grade</u>	<u>Monthly Rate</u>	<u>Installation</u>
	2-Wire	\$39.20	\$450.00
	4-Wire	\$62.72	\$450.00
	DS1	\$134.86	\$330.00
	DS3	\$1,744.81	\$445.00
			C I I I I
E)	<u>Common Switched Transport</u>	<u>Fixed</u>	<u>Per Mile</u>
1)	<u>Tandem Switching</u>		
	- Per Minute		
	Originating	\$.002763	N/A
	Terminating - RCN End Office	\$.0000000	
	Terminating - 3rd Party	\$.003464	
			D
2)	<u>Tandem Transport</u>		
	- Per Minute, Per Mile		
	Originating	\$.001316	\$.000267
	Terminating - with Tandem Switching	\$.0000000	\$.0000000
	Terminating - w/o Tandem Switching	\$.0014230	\$.0003220
			D
F)	<u>Direct Trunked Transport</u>	<u>Fixed</u>	<u>Per Mile</u>
	1) <u>Voice Grade</u>	\$28.06	\$ 2.79
	2) <u>DS1</u>	\$48.54	\$ 9.43
	3) <u>DS3</u>	\$309.41	\$81.86
G)	<u>Transport Interconnection Charge</u>		
	Per access Minute	\$.001096	
H)	<u>Multiplexing</u>		
	Per Arrangement		
	- DS3 to DS1	\$282.40	
	- DS1 to Voice	\$108.43	
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ACCESS SERVICE

RATES

4.1 Network Access Service (cont'd.)

4.1.3 Local Transport (cont'd.)

H) Common Channel Signaling Access

		<u>Rate</u>		
		Verizon	Commonwealth Telephone Co.	
1)	STP Access Mileage - Per month, per mile	\$4.00	\$3.96	
2)	STP Port Termination - Per month, per port	\$932.58	\$455.00	
I)	<u>Multiplexing</u>		<u>Nonrecurring Charge</u>	<u>Per Month</u>
	- Entrance Facility, per arrangement			
	DS1 to Voice Grade	\$210.00	\$0.00	D D
	DS3 to DS1	\$900.00	\$1.00	I D
	- Direct Trunked Transport, per arrangement			
	DS1 to Voice Grade	\$210.00	\$0.00	D D
	DS3 to DS1	\$900.00	\$1.00	I D
J)	<u>Shared Network Arrangement</u>			
	- Processing Charge per Service Order	\$40.00		
K)	<u>Switched Access Connection Charge</u>			
	- per Line or Trunk	\$20.00		
L)	<u>Per Remote Trunk Group</u>			
	- per occurrence	\$300.00		

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ACCESS SERVICE

4.1 Network Access Service (cont'd.)

4.1.3 * **Reserve for future use**

M) Non-chargeable Optional Features

- 1) Supervisory Signaling

SF Supervisory Signaling arrangement
- Per Transmission Path

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

E&M Type II Supervisory Signaling arrangement
- Per Transmission Path

E&M Type III Supervisory Signaling arrangement
- Per Transmission Path
- 2) Customer specification of the receive transmission level at the first point of switching within a range acceptable to the Company (available with FGB)
- Per Transmission Path
- 3) Customer specification of Local Transport Termination
Four-wire termination in lieu of two-wire termination
(available with FGB)
- Per Transmission Path
- 4) Signaling System 7
- Per signaling connection arranged
- 5) 64 kbps Clear Channel Capability
- Per Transmission Path

ACCESS SERVICE

RATES

4.1 Network Access Service (cont'd.)

4.1.4 End Office

1) Local Switching-Usage Rate

	Verizon	Commonwealth Telephone Co.	
- Per Minute			
Originating	\$.006212	\$.025719	
Terminating	\$.000000	\$.000000	D
 <u>Shared End Office Trunk Port</u>			
- Per Minute			
Originating	\$.001598		D
Terminating	\$.000000		
 <u>Dedicated End Office Trunk Port</u>			
Per Month, Per Trunk	<u>Monthly Rate</u> \$11.25		C
 <u>Composit Terminating End Office Charge (CTEOC)</u>			
- Per Minute _____	\$.000000		D

2) Common Switching Non-Chargeable Optional Features

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

Service Class Routing
 (available with FGD)
 - Per Transmission Path

SS7 Signaling Option
 - Calling Party Number
 (available with FGD)

- Carrier Selection Parameter
 (available with FGD)

ACCESS SERVICE

RATES

4.1 Network Access Service (cont'd.)

4.1.4 End Office (cont'd.)

3) Trunk Side Transport Termination Non-Chargeable Options

Standard Trunk for Originating,
Terminating or Two-Way Operation
(available with FGB and FGD)

Rotary Dial Station Signaling Trunk
(available with FGB)

4) Non-Chargeable SS7 Signaling Options

Calling Party Number
(available with FGD)

Charge Number
(available with FGD)

Carrier Selection Parameter
(available with FGD)

Access Transport Parameter
(available with FGD)

ACCESS SERVICE

RATES

4.2 Miscellaneous Services

4.2.1 Presubscription

	<u>Non-Recurring Charge</u>
A) <u>Authorized PIC Change</u>	
- Per Telephone Exchange Service Line or Trunk	\$ 5.00
B) <u>Unauthorized PIC Change</u>	
- Per Telephone Exchange Service Line or Trunk	\$30.00

4.2.2 Transport and Termination Rates for CMRS Wireless Traffic

	<u>Charge</u>
<u>Wireless InterMTA Traffic</u>	
Per Minute of Use Termination	RCN Tariff Switched Access Rates

ACCESS SERVICE

RATES

4.3 Billing and Collection Services

4.3.1 Billing Name and Address

	<u>Non-Recurring Charge</u>
Service Establishment (non-recurring)	\$ 1,333.33
Per Telephone Number Request	
-verbal	\$ 0.54
-written	\$ 0.45

4.3.2 IntraLATA Toll Presubscription

A) Change in IntraLATA Toll Presubscription	\$ 5.00 per line
B) For unauthorized Business or Residence service change in IntraLATA Toll Presubscription	\$ 35.65 per line
C) For Business/Residence PIC Switchback change in Intra-LATA Toll Presubscription	\$ 5.00 per line
D) Equal Access Recovery Charge	(Not available at this time)

4.4 Subscriber Line Charge

Residential,	
-Individual line or trunk (Primary)	\$ 8.50
-Individual line or trunk (Non Primary)	\$ 8.50
-C1 – Small Business	
Initial	\$ 7.85
Additional	\$ 8.50
Business, Single line	
-Individual line or trunk	\$ 8.16
Business, Multiline	
-Individual line or trunk, each	\$ 8.16
Business,	
-BRI ISDN	\$ 8.16
-PRI ISDN	\$ 31.55

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