

COMPETITIVE ACCESS PROVIDER TARIFF

**COMMON POINT LLC COMPETITIVE ACCESS
PROVIDER REGULATIONS AND SCHEDULE OF
CHARGES**

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

This Tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business located at 3243 Meadowbrook, Springfield, Illinois 62711.

(C)

ISSUED: November 7, 2014

ISSUED BY:

Don Bell, President
Common Point LLC
3243 Meadowbrook
Springfield, IL 62711

EFFECTIVE: December 8, 2014

COMPETITIVE ACCESS PROVIDER TARIFF

CHECK SHEET

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COMPETITIVE ACCESS PROVIDER TARIFF

LIST OF MODIFICATIONS

Changes:

First Revised Title Page	Updates company address
First Revised Page No. 1	Updates Check Sheet
First Revised Page No. 2	Revises List of Modifications
First Revised Page No. 10	Revises Section 1.2, Definitions, to include a definition of Toll VOIP-PTSN Traffic
First Revised Page No. 31	Revises Section 3.1, General, to address Toll VOIP-PTSN Traffic
First Revised Page No. 38	Adds Section 3.5.3, 8XX Data Base Query
First Revised Page No. 43	Revises Section 5.1, to change and decrease rates for Switched Access Service and Section 5.2, to establish rates for 8XX Data Base Access Queries

COMPETITIVE ACCESS PROVIDER TARIFF

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COMPETITIVE ACCESS PROVIDER TARIFF

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

COMPETITIVE ACCESS PROVIDER TARIFF

EXPLANATION OF SYMBOLS

- (C) Change.
- (D) Decrease.
- (I) Increase.

COMPETITIVE ACCESS PROVIDER TARIFF

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COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 1 – GENERAL REGULATIONS

1.1 APPLICATION OF TARIFF

This Tariff contains regulations, rates and charges applicable to' the provision of competitive access services by Common Point LLC to Customers.

The provision of competitive service by the Company as set forth in this Tariff does' riot constitute a joint undertaking with the Customer for the furnishing of any service.

ISSUED: January 10, 2012

ISSUED BY:

Don Bell, President
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

EFFECTIVE: January 11, 2012

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 1 – GENERAL REGULATIONS

1.2 DEFINITIONS

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

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

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

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

CCS - One hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

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

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

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

COMPANY - Common Point LLC

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

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

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

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 1 – GENERAL REGULATIONS

1.2 DEFINITIONS (Cont'd)

END USER - Any Customer of an interstate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

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

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

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

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

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

MESSAGE - A Message is a Call as defined above.

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

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 1 – GENERAL REGULATIONS

1.2 DEFINITIONS (Cont'd)

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

PEG COUNT - The process that provides counts of the calls of different service classes that occur during intervals of such frequency as to reliably indicate the traffic load.

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

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

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

TOLL VOIP–PSTN TRAFFIC - A Customer’s interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. “Toll VoIP-PSTN Traffic” originates and/or terminates in IP format when it originates from and/or terminates to an End User Customer of a service that requires IP-compatible Customer Premises Equipment

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

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

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

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 1 – GENERAL REGULATIONS

1.3 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this Tariff.

Services provided under this Tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this Tariff.

ISSUED: January 10, 2012

ISSUED BY:

Don Bell, President
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

EFFECTIVE: January 11, 2012

COMPETITIVE ACCESS PROVIDER TARIFF

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COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2 – RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Use of Service

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

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2 – RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations

- A) Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.
- B) The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.
- C) The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D) The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E) The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2 – RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Use and Ownership of Equipment

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

2.2 RESERVED FOR FUTURE USE

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2 – RULES AND REGULATIONS

2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt.

2.3.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or Customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company in accordance with Section 2.6 following.

2.3.3 The Company reserves the right to assess a charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts.

2.3.4 Application of Late Payment Charge

Late payment charges do not apply to final accounts. Late payment charges do not apply to previous late payment charges.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2 – RULES AND REGULATIONS

2.4 DEPOSITS

- 2.4.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this Tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- 2.4.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- 2.4.3 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- 2.4.4 When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.
- 2.4.5 Interest on deposits shall accrue at the rate of 6.0% annually without deduction for any taxes on such deposits.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2 – RULES AND REGULATIONS

2.5 ADVANCE PAYMENTS

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

2.6 DISPUTED BILLS

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may, within (30) days of the date of the bill containing the disputed amount, request an in-depth investigation and review of the disputed amount. The Company shall comply with the request. (The undisputed portion and subsequent bills must be paid on a timely basis or service shall be subject to cancellation under Section 2.8 following). The Company shall communicate to the Customer the results of such investigation and review as soon as reasonably possible. If the dispute notification is not made within thirty (30) days of the bill date, the bill will be considered final.

In the event the Company and the Customer cannot resolve a disputed bill to their mutual satisfaction the Customer may file an informal complaint with the Pennsylvania Public Utility Commission, Bureau of Consumer Services. The address and phone number for the Pennsylvania Public Utility Commission, Bureau of Consumer Services is P.O. Box 3265, Commonwealth Keystone Building, 400 North Street Harrisburg, Pennsylvania 17105, Ph. 1-800-692-7380.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2 – RULES AND REGULATIONS

2.7 INSPECTION, TESTING AND ADJUSTMENT

- 2.7.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.7.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.7.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2 – RULES AND REGULATIONS

2.8 SUSPENSION OR TERMINATION OF SERVICE

2.8.1 Suspension or Termination

(a) The Company may terminate service to a customer for one or more of the following reasons:

(1) Failure of the customer to pay an undisputed delinquent amount for services necessary to provide customers with local service when that amount remains unpaid for 30 calendar days or more after the date of the bill unless the bill has been disputed in accordance with the provisions in 52 Pa. Code § 63.303(a) or (b).

(2) Failure of the customer to abide by the terms and conditions of an interconnection or other governing agreement related to the provision of local service that has been approved by the Pennsylvania Public Utilities Commission.

(3) Failure of the customer to comply with the terms of a payment agreement related to the provision of local service.

(4) Failure of the customer to comply with an order of the Pennsylvania Public Utilities Commission related to the provision of local service.

(b) Unless specifically authorized by order of the Pennsylvania Public Utilities Commission, the Company may not terminate service for the following reasons:

(1) Failure of the customer to pay a charge unrelated to the provision of local service.

(2) Failure of the customer to pay a charge that was not previously billed prior to the due date of the current bill.

(3) Failure of the customer to pay a charge that is under a payment agreement prior to the date of payment set forth in the agreement.

(4) Failure of the customer to pay a charge that is at issue in a complaint before the Commission unless termination is specifically authorized by the Commission.

(c) Termination notice provisions.

(1) The Company shall provide a customer with a written termination notice at least 45 calendar days prior to the date that the Company intends to cease providing the service that enables the customer to serve end-user customers.

(2) The Company shall send the termination notice by first class mail unless other methods of delivery have been agreed to as part of the interconnection or other governing agreement or are provided for in an applicable tariff.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2 – RULES AND REGULATIONS

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.1 Suspension or Termination (Cont'd)

(c) Termination notice provisions (Cont'd)

(3) The Company shall address the termination notice to the wholesale customer's designee.

(4) The Company shall send a copy of the termination notice to the Secretary of the Pennsylvania Public Utilities Commission, to the Commission's Bureau of Consumer Services and the Law Bureau.

(5) A termination notice shall include the following:

(i) The date of the notification and reason for termination.

(ii) The date services shall be terminated unless payment is received or other mutually acceptable arrangements are made.

(iii) The amount owed, if applicable.

(iv) A contact telephone number and name for the Company.

(d) Combined default/termination notice provisions. The Company, when authorized by the provisions of its interconnection or other agreement with the customer, may provide the customer with a single notice of default and of termination that specifies that termination shall occur in less than 75 calendar days, provided that the termination may not occur in less than the 45-day termination period provided for in subsection (c)(1).

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2 – RULES AND REGULATIONS

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.2 Termination For Cause Other Than Nonpayment

A) General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within twenty (20) days after written notification.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2 – RULES AND REGULATIONS

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.2 Termination For Cause Other Than Nonpayment (cont'd)

B) Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of Tariff charges;
2. Permitting fraudulent use.

C) Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.
2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2 – RULES AND REGULATIONS

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.2 Termination For Cause Other Than Nonpayment (cont'd)

D) Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2 – RULES AND REGULATIONS

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.3 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.9 OBLIGATIONS OF THE CUSTOMER

2.9.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this Tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.9.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this Tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2 – RULES AND REGULATIONS

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.9.4 Testing

The services provided under this Tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.9.5 Design of Customer Services

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

2.9.6 Network Contingency Coordination

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

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2 – RULES AND REGULATIONS

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.7 Jurisdictional Reports

For Switched Access services, the Company will use the percentage of interstate originating Feature Group D usage to determine the Percent of Interstate Usage (PIU) to apply to all other switched access services provided by the Company to the Customer.

For Switched Access Services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the PIU and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected PIU that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate any projected PIU provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated PIU will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2 – RULES AND REGULATIONS

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, **IJ-Sage**-charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in Section 2.9.7 will serve as the basis for prorating the charges.

2.10 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2 – RULES AND REGULATIONS

2.11 CALCULATION OF MILEAGE

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor Tariffs. To determine the airline distance between any two locations, proceed as follows:

- a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- f. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula: /
/ (V\ - V2i + (H\ - Hd
\ /
V 10

COMPETITIVE ACCESS PROVIDER TARIFF

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COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 3 – SWITCHED ACCESS SERVICE

3.1 GENERAL

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

The following provision applies to the treatment of Toll VoIP-PSTN Traffic pursuant to the Federal Communications Commission's Part 51 Interconnection Rules and in compliance with the Federal Communications Commission's Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208, adopted October 27, 2011 and released November 18, 2011 (FCC 11-161). In the absence of an interconnection agreement between the Company and the customer specifying the treatment of Toll VoIP-PSTN Traffic, the Company will bill the customer the applicable switched access rates and charges specified in Section 5.1, following, on all jurisdictionally intrastate voice traffic identified as Toll VoIP-PSTN Traffic

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The application of rates for Switched Access Service is described in Section 3.2 following.

3.2 RATE CATEGORIES

The rate categories that apply to Switched Access Service, as provided by Company, are:

- Tandem Switching
- Tandem Switched Transport
- Tandem Switched Facility
- Tandem Switched Termination

8XX Data Base Query

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COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 3 – SWITCHED ACCESS SERVICE

3.2 RATE CATEGORIES (Cont'd)

3.2.1 Service Definition

Tandem Switched Transport facilities are shared trunks that carry the combined traffic of more than one Interexchange Carrier from an end office to an access tandem where the calls are then switched onto trunks that are dedicated to individual Interexchange Carriers for transport from the access tandem to the serving wire center. Tandem Switched Transport service is provisioned in two parts: (1) transmission from the end office to the tandem over shared circuits; (2) the tandem switching function itself.

3.2.2 Billing Components

Tandem Switched Transport service is billed in two parts as applicable: (1) A usage-based, distance sensitive Tandem Switched Facility charge applied to the shared interoffice transmission between the end office and the tandem. In addition, a usage-based Tandem Switched Termination charge is applied at each end of each measured Tandem Switched Facility segment. Distance is measured in airline miles between the end office and the tandem. Additionally, if the mileage is zero, no Facility or Termination charges apply; (2) A usage-based Tandem Switching charge is applied at each tandem that performs a tandem switching function.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 3 – SWITCHED ACCESS SERVICE

3.3 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 3 – SWITCHED ACCESS SERVICE

3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 3 – SWITCHED ACCESS SERVICE

3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance M, Customer equipment blockage, failure results and transmission performance. The data does not include service performance data provided under other Tariff sections, ~, testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 3 – SWITCHED ACCESS SERVICE

3.4 OBLIGATIONS OF THE CUSTOMER

The Customer has certain specific obligations pertaining to the use of Switched Access Service.

3.4.1 Report Requirements

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

A) Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2 preceding. Charges will be apportioned in accordance with those reports.

B) Code Screening Reports

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

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

3.4.2 On and Off-Hook Supervision

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

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 3 – SWITCHED ACCESS SERVICE

3.5 RATE REGULATIONS

This Section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 3 – SWITCHED ACCESS SERVICE

3.5 RATE REGULATIONS (Cont'd)

3.5.2 Cancellation of Access Service Order

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

Prior to Firm Order Confirmation Date:

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

On or After Firm Order Confirmation Date:

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a charge equal to the cost incurred in such installation less net salvage, or the charge for the minimum period.

3.5.3 8XX Data Base Query

The 8XX Data Base Query Charge will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base. A Basic or Vertical Feature Query charge is assessed for each completed query returned from the data base identifying the Customer to whom the call will be delivered whether or not the actual call is delivered to the Customer. The Basic Query provides the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 800 series calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same Customer identification as the basic query and vertical features which may include: (1) call validation, (ensuring that calls originate from subscribed service areas); (2) POTS translation of 800 series numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 800 series calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing (which allows subscribers to route to different carriers based on factors similar to those in (3)). The Vertical Feature charge will be assessed for each feature used on a call.

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COMPETITIVE ACCESS PROVIDER TARIFF

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COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 4 – SPECIAL ARRANGEMENTS

4.1 SPECIAL CONSTRUCTION

4.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Tariffs, charges will, be based on the costs incurred by the Company (including return) and may include:

- nonrecurring charges;
- recurring charges;
- termination liabilities; or
- combinations of (a), (b), and (c).

4.1.2 Termination Liability

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

- A) The period on which the termination liability is based is the estimated service life of the facilities provided.
- B) The amount of the maximum termination liability IS equal to the estimated amounts (including return) for:
 - 1. costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a. equipment and materials provided or used;
 - b. engineering, labor, and supervision;
 - c. transportation; and
 - d. rights of way and/or any required easements;
 - 2. license preparation, processing, and related fees;
 - 3. Tariff preparation, processing and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - 5. any other identifiable costs related to the specially constructed or rearranged facilities.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 4 – SPECIAL ARRANGEMENTS

4.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

4.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for services which vary from Tariff arrangements. Rates quoted in response to such requests may be different for Tariff services than those specified for such services in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. Copies of written agreements relating to the terms of ICB rates will be made available to the Pennsylvania Public Utilities Commission at its request.

COMPETITIVE ACCESS PROVIDER TARIFF

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COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 5 – RATES AND CHARGES

5.1	<u>Switched Access Service – Tandem Switched Transport *</u>		(C) ↑ ↓
5.1.1	<u>Tandem Switched Facility</u>		(C)
	Per Originating Access Minute, per Mile**	\$ 0.000189	(C, D)
	Per Terminating Access Minute, per Mile**	\$ 0.000008	
5.1.2	<u>Tandem Switched Termination</u>		(C)
	Per Originating Access Minute, Per Term	\$ 0.000933	(C)
	Per Terminating Access Minute, Per Term	\$ 0.000694	(C, D)
5.1.3	<u>Tandem Switching</u>		(C) ↑ ↓
	Per Originating Access Minute, Per Tandem	\$ 0.003507	(C)
	Per Terminating Access Minute, Per Tandem	\$ 0.003507	

* End Office Trunking is not available.

** maximum mileage charge of 10 miles, requires trunking to the tandem and not the end office.

5.2	<u>8XX Data Base Access Service Queries</u>		(C) ↑ ↓						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Per Query</td> <td style="width: 20%;"></td> </tr> <tr> <td style="padding: 2px;">Basic</td> <td style="text-align: right; padding: 2px;">\$0.0075</td> </tr> <tr> <td style="padding: 2px;">Vertical Feature</td> <td style="text-align: right; padding: 2px;">\$0.0080</td> </tr> </table>		Per Query		Basic	\$0.0075	Vertical Feature	\$0.0080	(C)
Per Query									
Basic	\$0.0075								
Vertical Feature	\$0.0080								

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 5 – RATES AND CHARGES

5.2 Other Services

5.2.1 Access Ordering

Non Recurring Charge

A) Access Order Charge

-Per Order	\$ 136.00
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B) Service Date Change Charge

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as specified in 9.4. 1(A) preceding does not apply.

-Per Order	\$ 53.00
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C) Design Change Charge

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change.

-Per Order	\$ 53.00
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D) D. Miscellaneous Service Order Charge

-Per Occurrence	\$ 53.00
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COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 5 – RATES AND CHARGES

5.2 Other Services (Cont'd)

5.2.2 Additional Engineering

<u>Additional Engineering Periods</u>	<u>First Half Hour or Fraction Thereof</u>
A) Basic Time per engineer normally scheduled working hours	\$ 25.35
B) Overtime per engineer outside of normally scheduled working hours	\$ 38.02
C) Premium Time outside of \$ scheduled work day, per engineer	50.69

These labor charges are applicable for the following:

Additional Cooperative Acceptance testing
Additional Manual Testing
Maintenance of Service

5.2.3 Additional Labor

<u>Additional Labor Periods</u>	<u>First Half Hour or Fraction Thereof</u>
A) A. Installation or Repair *	
Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	\$ 33.03
Premium Time, outside of scheduled work day, per technician	\$ 44.04

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 5 – RATES AND CHARGES

5.2 Other Services (Cont'd)

5.2.3 Additional Labor (Cont'd)

B)	Stand by *		
	Basic time, normally scheduled working hours, per technician	\$ 22.92	
	Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	\$ 34.37	
	Premium Time, outside of scheduled workday, per technician.	\$ 45.83	
	<u>Additional Labor Periods</u>	<u>First Half Hour or Fraction Thereof</u>	
C)	Testing and Maintenance with other Telephone Companies, or Other Labor Technician	I/R Technician	CO
	Basic Time per technician normally scheduled working hours	\$ 22.02	\$ 23.33
	Overtime per technician outside of normally scheduled working hours on a scheduled workday	\$ 33.03	\$ 34.99
	Premium Time per technician outside of scheduled work day	\$ 44.04	\$ 46.65

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 5 – RATES AND CHARGES

5.2	Other Services (Cont'd)	<u>Monthly Rate</u>	<u>Non-Recurring Charge</u>
5.2.4	Specialized Service or Arrangements	ICB	ICB
	Specialized Service or Arrangements are provided on an individual case basis.		
5.2.5	Entrance Facility		
	DSI (1.544 Mbps,) Entrance Facility, Installation . \$ 281.00		\$ 281.00
	DSI (1.544 Mbps), Entrance Facility, per Point of Termination \$ 159.05	\$ 159.05	
	DS3 (44.736 Mbps), Entrance Facility, Installation \$ 307.00		\$ 307.00
	DS3 (44.736 Mbps), Entrance Facility, per Point of Termination \$ 1845.01	\$ 1,845.01	