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MUMBAI, INDIA

September 6, 2013

Ms. Rosemary Chiavetta Secretary Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street Harrisburg, PA 17120 via electronic filing

Re:

NEW YORK, NY

LOS ANGELES, CA

CHICAGO, IL

STAMFORD, CT PARSIPPANY, NJ

BRUSSELS, BELGIUM

AFFILIATE OFFICE

**Docket Nos. A-2013-2354974; A-2013-2354976; A-2013-2354840;** Application of American Broadband And Telecommunications Company for Approval to Offer, Render, Furnish or Supply Telecommunications Services as a Competitive Local Exchange Carrier to the Public in the Commonwealth of Pennsylvania in the Service Territories of Verizon Pennsylvania LLC, Verizon North LLC, Frontier Communications of Pennsylvania, LLC: Compliance Tariffs

#### Dear Ms. Chiavetta:

cc:

On May 9, 2013, American Broadband And Telecommunications Company was approved by the Commission in the above-referenced dockets for the provision of competitive local exchange services in Pennsylvania. Enclosed, pursuant to the Commission's Order and subsequent grant of extension issued July 22, 2013, are the Company's initial tariffs for local exchange and intrastate access services. These tariffs reflect the changes noted in Appendix A of the Commission's Order issued on May 9, as well as minor formatting and typographical corrections to errors noticed while preparing the tariffs. If there are any questions regarding these tariffs, please contact Julie Oost, Kelley Drye & Warren, LLP, by telephone at (312) 857-7070 or via email at joost@kelleydrye.com. Thank you for your assistance with this matter.

Cordially,

/S/ Winafred R. Brantl

Winafred R. Brantl

Service List (Certificate of Service appended)

#### CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of American Broadband & Telecommunications Company Compliance tariff Filing, (electronically filed with the Commission) upon the parties listed below in the manner indicated, in accordance with the requirements of 52 Pa. Code Section 1.54.

Office of Attorney General (US Mail)
Office of Consumer Protection
Strawberry Square
Harrisburg, PA 17120

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

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

Pennsylvania Incumbent Local Exchange Carriers (US Mail) (List attached)

Dated this 6<sup>th</sup> day of September, 2013.

/S/ Winafred R. Brantl

Winafred R. Brantl

## Pennsylvania Incumbent Local Exchange Carrier Service List

Armstrong Telephone Company - North

One Armstrong Place Butler, PA 16001 Frontier Communications - Commonwealth

Telephone Company 100 CTE Drive Dallas, PA 18612

Armstrong Telephone Company - PA

One Armstrong Place Butler, PA 16001 Windsteam Conestoga, Inc. f/k/a Conestoga Telephone and Telegraph Company (D&E)

202 East First Street Birdsboro, PA 19508

Windstream Buffalo Valley

f/k/a Buffalo Valley Telephone Co. (D&E)

124 East Main Street Ephrata, PA 17522 Consolidated Communications of

Pennsylvania Company 4008 Gibsonia Road Gibsonia, PA 15044-9311

Bentleyville Telephone Company

608 Main Street

Bentleyville, PA 15314

Windstream D&E, Inc.,

f/k/a Denver and Ephrata Telephone and

Telegraph Company (D&E)

130 East Main Street Ephrata, PA 17522-0458

Citizens Telephone Company of Kecksburg

P.O. Box 156 Route 982

Mammoth, PA 15664-0135

Frontier Communications of Breezewood, Inc.

3 High Ridge Park Stamford, CT 06905

Citizens Telecommunications of New York, Inc.

3 High Ridge Park Stamford, CT 06905 Frontier Communications of Canton, Inc.

3 High Ridge Park Stamford, CT 06905

Hancock Telephone Company

34 Read Street P.O. Box 608

Hancock, NY 13783

Frontier Communications of Pennsylvania, Inc.

3 High Ridge Park Stamford, CT 06905

Hickory Telephone Company

75 Main Street

Hickory, PA 15340-1118

Frontier Communications - Lakewood, Inc.

3 High Ridge Park Stamford, CT 06905

Ironton Telephone Company

4242 Mauch Chunk Road Coplay, PA 18037-9608 Frontier Communications - Oswayo River, Inc.

3 High Ridge Park Stamford, CT 06905 Lackawaxen Telephone Company P.O. Box 8, 104 Hotel Road Rowland, PA 18457-0008

Laurel Highland Telephone Company 4157 Main Street P.O. Box 168, Route 130 Stahlstown, PA 15687-0168

Marianna and Scenery Hill Telephone Company 17 Magnolia Avenue Marianna, PA 15345

The North-Eastern PA Telephone Company 720 Main Street Forest City, PA 18421-0150

Palmerton Telephone Company 465 Delaware Avenue P.O. Box 215 Palmerton, PA 18071

Pymatuning Independent Telephone Company 5 Edgewood Drive Greenville, PA 16125-8832

TDS Telecom/ Mahoney & Mahantango Telephone Company P.O. Box 336, RD#1 Herndon, PA 17830-0336

TDS Telecom/Sugar Valley Telephone 32 East Street P.O. Box 37 Loganton, PA 17747

United Telephone Company of PA d/b/a Centurylink 240 N. Third Street - Suite 201 Harrisburg, PA 17101

The South Canaan Telephone Company 2175 Easton Turnpike P.O. Box 160 South Canaan, PA 18459 Deposit Telephone Company 24 Depot Square, Unit 2 Northfield, VT 05663

Venus Telephone Corporation 1698 County Line Road P.O.Box 75 Venus, PA 16364

West Side Telecommunications 1449 Fairmont Rd. Morgantown, WV 26501

Yukon Waltz Telephone Company P.O. Box 398 Yukon, PA 15698-0398

Verizon Pennsylvania, Inc. Strawberry Square - Fourth Floor Harrisburg, PA 17101

Verizon North LLC Strawberry Square - Fourth Floor Harrisburg, PA 17101

North Penn Telephone Company 34 Main Street P.O. Box 349 Prattsburgh, New York 14873

Pennsylvania Telephone Company 191 Middle Road Jersey Shore, PA 17740

Windstream Pennsylvania, Inc. 4792 Old William Penn Hwy. Export, PA 15632

# AMERICAN BROADBAND & TELECOMMUNICATIONS COMPANY COMPETITIVE LOCAL EXCHANGE CARRIER Regulations and Schedule of Charges

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania LLC Pa. P.U.C. No. 180A, 182, 182A, 185B and 185C; Verizon North LLC. Pa. P.U.C. Nos. 1, 3, 5, and 6; Frontier Communications of Pennsylvania, LLC PA P.U.C. No. 14.

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: 1 Seagate, Suite 600, Toledo, Ohio 43699.

ISSUED: September 6, 2013 EFFECTIVE: September 7, 2013

ISSUED BY: Jeffrey S. Ansted —President 1 Seagate, Suite 600, Toledo, Ohio 43699

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ISSUED: September 6, 2013 EFFECTIVE: September 7, 2013

ISSUED BY: Jeffrey S. Ansted —President 1 Seagate, Suite 600, Toledo, Ohio 43699

# LIST OF MODIFICATIONS

# RESERVED FOR FUTURE USE

# 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:

- (D) To signify a rate or charge decrease
- (I) To signify a rate or charge increase
- (C) To signify all other changes

ISSUED: September 6, 2013 EFFECTIVE: September 7, 2013

ISSUED BY: Jeffrey S. Ansted —President 1 Seagate, Suite 600, Toledo, Ohio 43699

# **APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by American Broadband & Telecommunications Company, hereinafter referred to as the Company, to customers within the State of Pennsylvania.

EFFECTIVE: September 7, 2013 ISSUED: September 6, 2013

ISSUED BY: Jeffrey S. Ansted —President 1 Seagate, Suite 600, Toledo, Ohio 43699

#### **SECTION 1 - DEFINITIONS**

**Authorized User** - A person, firm, corporation or other entity who is authorized by the Customer to be connected to the service of the Customer under the terms and regulations of this tariff.

**Available Usage Balance** - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account begins with an initial usage amount which is depleted as services provided by the Company are utilized by the Customer.

**Business Service** - A switched network service that provides for dial station communications that is described as a business or commercial rate.

**Business Customer** - A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

**Company** - Used throughout this tariff to refer to American Broadband & Telecommunications Company, unless otherwise clearly indicated by the context.

**Debit Account** - An account which consists of a pre-paid usage balance depleted on a real time basis during each Debit Service Call.

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

**Holidays** - Holidays observed by the Company as specified in this tariff.

**LATA** - Means the local access and transport area as defined in *United States v American Telephone and Telegraph Co.*, 569 F.Supp. 990 (D.D.C. 1983).

**Personal Account Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

# **SECTION 1 – DEFINITIONS, CONT'D**

Renewal - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of use as authorized and paid for by the Customer.

Residential Customer - A Residential Customer is a person to whom telecommunications services are furnished by the Company predominantly for personal or domestic purposes at the person's dwelling.

EFFECTIVE: September 7, 2013 ISSUED: September 6, 2013

ISSUED BY: Jeffrey S. Ansted —President 1 Seagate, Suite 600, Toledo, Ohio 43699

#### **SECTION 2 - REGULATIONS**

#### 2.1 Undertaking of the Company

## **2.1.1** Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with the provision of an access line and usage within a local calling area for the transmission of high quality, 2-way interactive switched voice or data communications between points within the State of Pennsylvania.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

# 2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

#### 2.1 Undertaking of the Company, Cont'd.

#### **Terms and Conditions** 2.1.3

- (A) Business Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- Business Customers may be required to enter into written service orders which (B) shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Business Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Business Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

# 2.1 Undertaking of the Company, Cont'd.

# 2.1.3 Terms and Conditions, cont'd.

- (D) Service may be terminated upon written notice to the Customer if:
  - (1) the Customer is using the service in violation of this tariff; or
  - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Pennsylvania regardless of its choice of laws provision.
- (F) No other telecommunications provider may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

# 2.1 Undertaking of the Company, Cont'd.

#### 2.1.4 Liability of the Company

- (A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company.
- (B) The Company shall not be liable for any delay or failure of performance or equipment lasting less than twenty four (24) hours due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government or any state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties when it does not involve the company's employees.

ISSUED: September 6, 2013 EFFECTIVE: September 7, 2013

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# 2.1 Undertaking of the Company, Cont'd.

## 2.1.4 Liability of the Company, cont'd.

- (C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- (E) Explosive Atmosphere. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Business Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

ISSUED: September 6, 2013 EFFECTIVE: September 7, 2013

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# 2.1 Undertaking of the Company, Cont'd.

#### 2.1.4 Liability of the Company, cont'd.

- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

ISSUED: September 6, 2013 EFFECTIVE: September 7, 2013

Jeffrey S. Ansted —President 1 Seagate, Suite 600, Toledo, Ohio 43699

#### 2.1 Undertaking of the Company, Cont'd.

## 2.1.5 Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.

The Company will perform adequate scheduling so as to provide service to a customer at a mutually agreed upon time. On a monthly basis, 90% of the commitments to customers with respect to the date of installation of primary basic local exchange service shall be met. The Company will take corrective action if the rate of met commitments falls below 90% for 3 consecutive months. Customer-caused delay or customer-missed appointments will not be figured into the rate of met commitments.

Calls requesting local directory assistance shall be answered within 10 seconds. The Company will take corrective action if its average answer time per month for local directory assistance calls is more than 10 seconds for 3 consecutive months.

The Company will maintain service so that the average monthly rate of initial customer trouble reports in any wire center area is not more than 6 per 100 access lines per month, exclusive of all of the following: (a) Reports concerning interexchange calls. (b) Trouble found in equipment that is not the provider's. (c) Nonregulated customer premises equipment or inside wiring. For the purpose of administering this rule, each party line customer shall be considered to have 1 local access line. Multiple trouble reports that are attributable to a common cause or defect shall not be aggregated. Rather, a separate report shall be counted for each customer line reported in trouble. A provider shall take corrective action if a customer trouble report rate is more than 6 per 100 access lines per month in a wire center area for 3 consecutive months.

EFFECTIVE: September 7, 2013 ISSUED: September 6, 2013

ISSUED BY: Jeffrey S. Ansted —President 1 Seagate, Suite 600, Toledo, Ohio 43699

# 2.1 Undertaking of the Company, Cont'd.

#### 2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at reasonable times, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

# 2.1 Undertaking of the Company, Cont'd.

#### 2.1.6 Provision of Equipment and Facilities, cont'd.

- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment.

# 2.1 Undertaking of the Company, Cont'd.

#### 2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or 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, upon written notice and mutual agreement, additional charges may apply.

# 2.1 Undertaking of the Company, Cont'd.

#### 2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

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

# 2.1.9 Ownership of Facilities

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

#### 2.2 **Prohibited Uses**

- The services the Company offers shall not be used for any unlawful purpose or for (A) any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may require business applicants for service who intend to use the Company's offerings 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 Pa. PUC regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission of signals if said 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 owed to the Company for regulated communications 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 will apply.

EFFECTIVE: September 7, 2013 ISSUED: September 6, 2013

ISSUED BY: Jeffrey S. Ansted —President

# 2.3 Obligations of the Customer

#### 2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

#### 2.3 Obligations of the Customer, Cont'd.

#### 2.3.1 General, cont'd.

- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-ofway and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

EFFECTIVE: September 7, 2013 ISSUED: September 6, 2013

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# 2.3 Obligations of the Customer, Cont'd.

# 2.3.1 General, cont'd.

- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

# 2.3 Obligations of the Customer, Cont'd.

#### **2.3.2** Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for:

- (A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

# 2.4 Customer Equipment and Channels - Business Customers

#### **2.4.1** General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in this tariff.

# 2.4.2 Station Equipment

- (A) Terminal equipment on the Business User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Business User. The Business User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The Business Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Business Customer's expense.

ISSUED: September 6, 2013 EFFECTIVE: September 7, 2013

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# 2.4 Customer Equipment and Channels - Business Customers, Cont'd.

#### 2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Business Customer's expense.
- (B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall comply with all applicable federal and state legal and regulatory requirements; and all User-provided wiring shall be installed and maintained in compliance with all such legal and regulatory requirements.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined below:
  - "End User means any customer of an interstate or foreign telecommunications service that is not a carrier except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services 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."

#### 2.4 Customer Equipment and Channels - Business Customers, Cont'd.

## 2.4.4 Inspections

- (A) Upon suitable notification to the Business Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Business Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Business Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Business Customer must take this corrective action and notify the Company of the action taken. If the Business Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

ISSUED: September 6, 2013 EFFECTIVE: September 7, 2013

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# 2.5 Payment Arrangements

## 2.5.1 Nondiscriminatory Service

The Company will not discriminate against nor penalize a customer for exercising a right granted under this section or under applicable law. The Company will provide all services described under this tariff in compliance with the following:

- (A) The Company will not make a statement or representation, including an omission of material information, regarding the rates, terms, or conditions of providing a basic local exchange service that is false, misleading, or deceptive.
- (B) The Company will not charge a customer for a subscribed service for which the customer did not make an initial affirmative order. Failure to refuse an offered or proposed service is not an affirmative order for the service.
- (C) If a customer cancels a service, the Company will not charge the customer for service provided after the effective date that the service was canceled.
- (D) The Company will not state to a customer that basic local exchange service will be shut off unless the customer pays an amount that is due in whole or in part for an unregulated service.

# 2.5 Payment Arrangements, Cont'd

#### 2.5.2 Payment for Service

# (A) <u>Facilities and Service Charges</u>

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

#### (B) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

# 2.5.3 Billing and Collection of Charges

The Company complies with the requirements of Chapter 64 in 52 Pa. Code regarding billing standards and practices for residential customers. In instances where sections of this tariff may conflict with Chapter 64, regulations, the regulations in Chapter 64 will prevail.

- (A) The Company shall render a bill during each billing period to every Customer. The billing period shall be monthly.
- (B) Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- (C) 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 invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

# 2.5 Payment Arrangements, Cont'd

# 2.5.3 Billing and Collection of Charges, Cont'd

- (D) 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 rata basis. For this purpose, every month is considered to have 30 days.
- (E) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (F) If service is disconnected by the Company in accordance with Section 2.5.6 and later restored, restoration of service will be subject to all applicable restoration and installation charges.

# 2.5 Payment Arrangements, Cont'd

## 2.5.3 Billing and Collection of Charges, Cont'd

- (G) The date of rendition of the Company's bill for basic local exchange service shall be the date of physical mailing of the bill by the Company. If the last calendar day for remittance falls upon a Sunday, legal holiday, or any other day when the offices of the provider regularly used for the receipt of payment of customer bills are not open to the general public, then the final payment date shall be extended through the next business day. The date of payment of remittance by mail is 2 days before receipt of the remittance.
- (H) At a minimum, each Residential Customer bill rendered by the Company shall clearly state all of the following information:
  - (1) Bill date and the beginning and ending dates of the billing period.
  - (2) The due date.
  - (3) Any previous balance.
  - (4) The telephone number for which the bill is rendered.
  - (5) The total amount due for basic local exchange service and regulated toll service.
  - (6) An itemized statement of all taxes due.
  - (7) The total amount due.
  - (8) The statement that rate schedules for basic local exchange service are available and will be mailed by the provider upon request at no cost to the customer.
  - (9) The address and telephone number of the provider, designating where the customer may initiate an inquiry or informal complaint regarding the bill as rendered or the service provided.
  - (10) The amounts for security deposits owed by or credited to existing customers, if applicable. This amount shall be separately stated on each bill if a security deposit remains unpaid.

# 2.5 Payment Arrangements, Cont'd

## 2.5.3 Billing and Collection of Charges, Cont'd

- (I) Unless otherwise specified by the Customer, if partial payment of a bill is made, then the Company shall first credit the partial payment to basic local exchange service and regulated toll service.
- (J) Not later than 15 days after the completion of an order for new service or a change in existing service that results in a billing change, the Company shall send to the Residential Customer a written itemized statement of the services ordered, including all associated charges.
- (K) A Residential Customer shall have the right, within 1 billing period of receiving a bill for new services or changed services, to cancel, reduce, or modify a service or a portion of a service without further service charge.

# 2.5 Payment Arrangements, Cont'd.

## 2.5.4 Advance Payments

Payments may be required in advance of furnishing any of the following services:

- (1) The construction of facilities and furnishing of special equipment;
- (2) Temporary Service for short-term use, in accordance with 52 Pa. §§64.15, 64.17.

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.

ISSUED: September 6, 2013 EFFECTIVE: September 7, 2013

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# 2.5 Payment Arrangements, Cont'd.

#### 2.5.5 Deposits

- (A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges, except as stated in (E) below. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The amount of cash deposit required from an applicant will not exceed the estimated average 2-month bill for basic service plus the average 2-month toll charges for existing residential customers in the applicant's exchange during the immediately preceding 12-month period in accordance with 52 Pa. §§64.31-64.41.
- (B) A deposit may be required in addition to an advance payment.
- (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.
- (D) Interest on deposits are calculated at the rate of 6.0% annually without deduction for any taxes on such deposits in accordance with 52 Pa Code §53.82(4).
- (E) No deposit will be charged for lifeline customer that voluntarily elects to receive toll blocking service.
- (F) The Company will not require a cash deposit or other guarantee as a condition of obtaining basic local exchange service, unless the prospective customer refuses to produce identification that can be readily and inexpensively verified or if the prospective customer has a history of payment default within the past 60 months for telecommunication services.
- (G) The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at the address.

# 2.5 Payment Arrangements, Cont'd.

#### 2.5.6 Suspension and Termination of Service

#### Part I – Business Customers

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by providing the requisite prior written notice to the Business 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 30 days' prior notice in writing to the Business 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 Business Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Business Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Business 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 to Business Customers without incurring any liability.
- (F) In the event of fraudulent use of the Company's network by Business Customers, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

ISSUED: September 6, 2013 EFFECTIVE: September 7, 2013

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## 2.5 Payment Arrangements, Cont'd.

## 2.5.6 Suspension and Termination of Service, cont'd.

## Part I – Business Customers, cont'd

(G) Upon the Company's discontinuance of service to the Customer under Section 2.5.6(A) or 2.5.6(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 that 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.

#### Part II – Residential Customers

- (A) The Company may shut off basic local exchange service to a Residential Customer for one or more of the following reasons:
  - (a) Nonpayment of a delinquent account for basic local exchange service;
  - (b) Nonpayment of a delinquent account with a delinquent balance of \$150 or more for basic local exchange service and regulated toll service in the name of the customer;
  - (c) Maintaining a delinquent balance of \$125 or more for three consecutive months for basic local exchange service and regulated toll service:
  - (d) Unauthorized tampering or interference with facilities and equipment owned by a provider of basic local exchange service that are situated on or about the customer's premises.
  - (e) Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, maintenance, or replacement;
  - (f) Misrepresentation of the customer's identity for the purpose of obtaining basic local exchange service.

#### 2.5 Payment Arrangements, Cont'd.

## 2.5.6 Suspension and Termination of Service, cont'd.

## Part II - Residential Customers, cont'd

- (A) Cont'd
  - (g) A violation of a tariff provision of the provider of basic local exchange service that is on file with or approved by the Pa. PUC that adversely affects the safety of the customer or other persons or the integrity of the provider's basic local exchange system;
  - (h) Any other unauthorized use or interference with basic local exchange service, including improper use of a party line service by denying other customers on the line an equitable proportionate use of the service.
- (B) Notwithstanding any other provision of this tariff, the Company will postpone the shutoff of basic local exchange service and regulated toll service to a Residential Customer for not more than 15 days if the customer produces a physician's certificate stating that the current mental or physical condition of the customer, a member of the customer's family, or another permanent resident of the premises where service is rendered who is suffering from an existing mental illness or medical condition will be endangered by a shutoff of service. The certificate shall identify the mental illness or medical condition of the customer, the member of the customer's family, or other permanent resident of the premises where service is rendered. If the Company is notified telephonically or in writing that a psychiatric or medical emergency exists, then the Company will permit 7 days for the Residential Customer to produce the certificate or notice. The postponement may be extended for 1 additional 15-day period by the renewal and the resubmission of the certificate or notice.

EFFECTIVE: September 7, 2013 ISSUED: September 6, 2013

ISSUED BY: Jeffrey S. Ansted —President 1 Seagate, Suite 600, Toledo, Ohio 43699

## 2.5 Payment Arrangements, Cont'd.

## 2.5.6 Suspension and Termination of Service, cont'd.

## Part II - Residential Customers, cont'd

- (C) Notice of shutoff of basic local exchange service shall contain all of the following information:
  - (a) The name and the billing address of the customer and, to the extent possible, the address of the service, if different;
  - (b) A clear and concise statement of the reason for the proposed shutoff of service;
  - (c) The date after which service will be subject to shutoff without further notice unless the customer takes appropriate action;
  - (d) The right of the customer to file a formal complaint with the commission if the dispute cannot be otherwise resolved and a statement that the customer must pay to the provider of basic local exchange service that portion of the bill for basic local exchange service and regulated toll service that is not in dispute within 3 days of the date that the formal complaint is filed;
  - (e) A statement that service will not be shut off pending the resolution of a formal complaint that is filed and prosecuted in conformity with all applicable statutes, rules, regulations, and orders of the commission; and
  - (f) The telephone number and address of the Company where the customer may make inquiry or enter into a settlement agreement.

# 2.5 Payment Arrangements, Cont'd.

## 2.5.6 Suspension and Termination of Service, cont'd.

# Part II - Residential Customers, cont'd

- (D) The Company will not shutoff service unless written notice is sent, by first-class mail, to the customer or personally served not less than 5 days before the date of the proposed shutoff. If a shutoff of service is sought for nonpayment of a delinquent account, then a notice of shutoff will not be sent before the time the account becomes delinquent. Service of notice by mail is complete upon mailing, unless proven otherwise by the customer. The Company will maintain an accurate record of the date of mailing. The Company is responsible for the accurate and timely notice of shutoff.
- (E) A notice of shutoff of service shall not be issued if a customer has a pending formal complaint before the commission concerning the bill upon which the notice is based.
- (F) Subject to the requirements of these rules, the company may shut off basic local exchange service to a customer on the date specified in the notice of shutoff or within a reasonable time thereafter, but only at times that the Company has personnel available to reconnect service.
- (G) Basic local exchange service shall not be shut off on a day, or a day immediately preceding a day, when the Company's personnel are not available to reconnect service.
- (H) Basic local exchange service shall not be shut off while a complaint related to the reason for the shutoff is pending.

# 2.5 Payment Arrangements, Cont'd.

## 2.5.6 Suspension and Termination of Service, cont'd.

## Part II - Residential Customers, cont'd

- (I) After basic local exchange service has been shut off to a Residential Customer, the Company will restore service promptly, but not later than 1 working day after the customer's request, when the cause for the shutoff of service has been cured or credit arrangements satisfactory to the Company have been made.
- (J) Any payments required for service restoration may be made by the customer in any reasonable manner. Payment by personal check may be refused by the provider if the customer has tendered payment in this manner and the check has been dishonored during the last 3 years, excluding bank error.
- (K) Before restoring service, the Company at its option may require 1 or more of the following: (a) Payment of the total amount due on all of the customer's delinquent and shutoff accounts for basic local exchange service and regulated toll service owed to the provider; (b) An arrangement or settlement agreement requiring the payment of all amounts owed to the provider for basic local exchange service and regulated toll service; (c) Payment of an amount provided by tariff for basic local exchange service restoration; and/or (d) A security deposit or payment guarantee not to exceed \$150 per access line.

#### 2.5 Payment Arrangements, Cont'd.

#### 2.5.7 **Cancellation of Application for Service**

- (A) When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced.
- Where the Company incurs any expense in connection with special construction, (C) or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, maintenance, taxes, and any other costs associated with the special construction or arrangements.
- The special charges described in 2.5.7(A) through 2.5.7(C) will be calculated and (D) applied on a case-by-case basis.

EFFECTIVE: September 7, 2013 ISSUED: September 6, 2013

# 2.5 Payment Arrangements, Cont'd.

## 2.5.8 Changes 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 fee shall be adjusted accordingly.

## 2.6 Allowances for Interruptions in Service

Interruptions in service that are not caused by the Customer, or during which the Company does not provide a satisfactory replacement service, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

## 2.6.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins from the time the Customer's service is reported or is found to be out of service. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata 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.

## 2.6 Allowances for Interruptions in Service, Cont'd.

## 2.6.1 Credit for Interruptions, cont'd.

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

# Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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

## 2.6 Allowances for Interruptions in Service, Cont'd.

#### 2.6.1 Credit for Interruptions, cont'd.

## (C) (Cont'd)

## Over 24 Hours.

When main service is interrupted for a period of at least 24 hours, credit to customers, at the following rate shall apply: 1) one-thirtieth of monthly rate for each of the first three full 24-hour periods. 2) Two-thirtieth of monthly rates for each full 24-hour period beyond the first three 24-hour periods in accordance with 52 Pa. §64.52.

When service is interrupted for a period of at least 24 hours due to storms, fires, floods or other conditions beyond the control of the company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the company rendered inoperative or substantially impaired will apply for each full 24 hours during which the interruption continues after notice by the customer to the company.

The allowances described in this section are not applicable when service is interrupted by the negligence or willful act of the customer to service or where the company, under the terms of the contract for service, suspends or terminates service for nonpayment of charges, or for unlawful or improper use of the facilities or service, or for another reason provided for this tariff.

# 2.6 Allowances for Interruptions in Service, Cont'd.

#### 2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the cause of, negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, or joint user;
- (B) interruptions of service during any period in which the Company is not given full and free access by the Customer to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (C) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (D) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (E) interruption of service during a time period in which the Company provides a satisfactory replacement service.

## 2.6 Allowances for Interruptions in Service, Cont'd.

## 2.6.3 Cancellation For Service Interruption

Cancellation or termination of service by Business Customers due to 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 that has been subject to the outage or cumulative service credits.

#### 2.7 Restoration of Service

#### 2.7.1 Business Service Restoration

When a Business Customer's Basic Local Exchange Service has been shutoff in accordance with this Tariff, Service will be restored only upon the basis of the Business Customer completing a new application for Service and qualifying for Service as if it were a new Business Customer.

#### 2.7 Restoration of Service, cont'd.

#### 2.7.2 Residential Service Restoration

When a Residential Customer's Basic Local Exchange Service has been shutoff in accordance with this Tariff, the Company will restore Service promptly, but not later than one (1) working day after the Residential Customer's request, after the cause for the shutoff of service has been cured or credit arrangements satisfactory to the Company have been made. Before restoring service, the Company reserves the right to require one or more of the following:

- Payment of the total amount due on all of the Customer's delinquent and shutoff (1) accounts for basic local exchange service and regulated toll service owed to the Company;
- (2) An arrangement or settlement agreement requiring the payment of all amounts owed to the Company for basic local exchange service and regulated toll service;
- (3) Payment of the restoration charge and any applicable installation charges pursuant to Section 4.2.3 of this tariff;
- (4) Payment of an advance payment and/or security deposit pursuant to Section 2.5.4 and 2.5.5 of this tariff.

Any payments required for service restoration may be made by the Customer in any reasonable manner, except that payment by personal check may be refused by the Company if the Customer has tendered payment by a check that had been dishonored during the previous 3 years, excluding bank error.

# 2.8 Use of Customer's Service by Others

## 2.8.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

#### 2.9 Cancellation of Service

If a Business 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 2.6.1 above), the Business Customer agrees to pay to the Company termination liability charges, as 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 2.5.3.

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

- (A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Business Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Business Customer; plus
- (C) all Recurring Charges specified in the applicable Service Order Tariff incurred prior to disconnection, cancellation or termination; minus
- (D) a reasonable allowance for costs avoided by the Company as a direct result of the Business Customer's cancellation.

#### 2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- (A) to any subsidiary, parent company or affiliate of the Company; or
- (B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (C) pursuant to any financing, merger or reorganization of the Company.

#### 2.11 Notices and Communications

- (A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- (B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- (C) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- (D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

#### 2.12 Formal and Informal Procedures

For Residential Customers, informal complaints will be handled by the Company's customer service department, which will use good faith efforts to informally resolve the dispute. If the Company and the Residential Customer are unable to informally resolve the dispute, the customer may file a formal complaint with the Pa. PUC or contact the Pa. PUC Bureau of Consumer Services at 800-692-7380.

## 2.12.1 Alternative Dispute Resolution

The following provisions apply if the formal complaint is for \$1,000 or less or if the customer elects to pursue an alternative means of dispute resolution.

- (A) The customer shall file a formal written complaint with the Pa. PUC.
- (B) If the customer and the Company cannot agree on an alternative means of dispute resolution within 20 days, they shall participate in a mediation proceeding conducted by administrative law judge or other person designated by the Pa. PUC.
- (C) If mediation is utilized, the mediator will provide a recommended settlement to the parties within 45 days after the written complaint was filed.
- (D) Within 7 days after the date of the recommended settlement, each party shall file with the commission a written acceptance or rejection of the recommended settlement. A party's failure to file a timely acceptance or rejection shall be deemed to be a rejection of the recommended settlement.
- (E) If the parties accept the recommended settlement, then the recommendation will be adopted by the Pa. PUC as a final order.
- (F) If a party rejects the recommended settlement, then the complaint shall proceed to a contested case hearing before the Pa. PUC.

#### 2.12 Formal and Informal Procedures, cont'd.

## 2.12.1 Alternative Dispute Resolution, cont'd.

(G) If the complaint involves a monetary dispute, the party who rejects the recommended settlement shall pay the opposing party's actual costs of proceeding to a contested case hearing, including attorney fees, unless the final order of the commission is more favorable to the rejecting party than the recommended settlement under this section. A final order is considered more favorable if it differs by 10% or more from the recommended settlement in favor of the rejecting party. If both parties reject the recommended settlement, then each party shall be responsible for its own costs and attorney fees.

#### 2.12.2 Payment of Amount Not In Dispute

- (A) If a customer files a formal complaint with the Pa. PUC, then the Company may require the Customer to pay an amount equal to the part of the bill that is not in dispute.
- (B) The amount that is not in dispute shall be mutually determined by the Company and the Customer.
- (C) If the Company and the Customer are unable to mutually determine the amount that is not in dispute, then the Company may require the Customer to pay up to 50% of the amount that is in dispute.
- (D) If the Customer fails to pay to the Company either the amount that is not in dispute or 50% of the amount that is in dispute, then the Company may shut off service consistent with this tariff.
- (E) If the dispute is ultimately resolved in favor of the Customer, in whole or in part, then any excess moneys paid by the Customer shall be refunded promptly, with simple interest paid at the rate paid on United States Savings Bonds, series EE.

#### 2.13 Customer Access to Information

#### 2.13.1 Publication of Procedures

- (A) The Company will have a pamphlet available for its customers that, in layman's terms, lists and summarizes the rights and responsibilities of its customers and the Company
- (B) The pamphlet will be displayed prominently and shall be available at all of the Company's office locations that are open to the general public. The pamphlet shall be available upon customer request at no charge.
- (C) The pamphlet shall include all of the following information:
  - (1) Methods for customers to understand and verify the accuracy of billings.
  - (2) Payment standards and procedures.
  - (3) Procedures for shutoff and reconnection of basic local exchange service.
  - (4) Inquiry, service, and complaint procedures.
  - (5) Pa. PUC procedures related to customer complaints.
- (D) The information contained in the pamphlet shall be made available by the Company in audio format to customers who have visual impairments at no cost to the customers. The information may be provided through recorded announcements or the physical provision of a recording.

#### 2.13.2 Public Access To Rules And Rates

The Company will keep on file, and provide public access to, a copy of the Pa PUC's rules and a schedule of all rates and service charges at all of its offices that are open to the general public. Upon the request of a customer and at no cost to the customer, the Company will provide a customer with 1 copy of the rules and the rate schedules applicable to the customer's usage.

## 2.13 Customer Access to Information, cont.

## 2.13.3 Telephone Directories and Information

The Company will publish, or will arrange by agreement with the incumbent local exchange carrier or other directory provider to publish, on a page preceding the alphabetical listings in its telephone directories, in a prominent manner, and without charge, all of the following information:

- (A) The telephone number and address of the Company where the customer may inquire about telephone service.
- (B) The telephone number and address of the Pa. PUC where a customer may file a formal complaint regarding a service regulated by the Pa. PUC.

#### **SECTION 3 - SERVICE OFFERINGS**

#### 3.1 General

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

#### 3.1.1 Application of Business and Residential Rates

- A. The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.
- B. Business rates apply at the following locations, among others:
  - 1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
  - 2. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
  - 3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
  - 4. In any residence location where there is substantial business use of the service and the customer has no service at business rates.

## **SECTION 3 - APPLICATION OF RATES, CONT'D.**

## 3.1 General, Cont'd.

## 3.1.1 Application of Business and Residential Rates, Cont'd.

- C. Residence rates apply at the following locations, among others:
  - 1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the customer and listings of a business nature are not furnished.
  - 2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the customer has service charged for at business rates another location.

## 3.2 Reserved for Future Use

# 3.3 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Carrier in the area at no additional charge. For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

#### 3.4 **Types of Services Offered**

Section 3.5 of the tariff contains a general description of the services offered by the Company and the rates applicable to each service. The Company provides switched, telephonic-quality voice and data transmission services that enable Users to communicate on a real-time basis between points within local calling areas in the State of Pennsylvania, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale of services provided by other telephone companies.

The services offered are:

Basic Local Exchange Service, consisting of:

**Business Basic Line Service** Residential Basic Line Service, with choice of calling plans

EFFECTIVE: September 7, 2013 ISSUED: September 6, 2013

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## 3.5 Basic Local Exchange Service

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company's switching network which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's Local Calling Services and other Services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to the Company's operators and business office for service related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- f) access relay services for the hearing and/or speech impaired. The monthly surcharge will be accordance with Docket No. M-00900239 for business and residence access lines and will be collected and remitted to the PA Telephone Relay Service Fund.

Basic Local Exchange Service can also be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch at no charge upon customer request. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line residence and business service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the customer.

ISSUED: September 6, 2013 EFFECTIVE: September 7, 2013

ISSUED BY: Jeffrey S. Ansted —President 1 Seagate, Suite 600, Toledo, Ohio 43699

# 3.5 Basic Local Exchange Service, Cont'd.

#### 3.5.1 Business Essential Package

Business Essential Package provides a customer with all the features of basic local exchange service set forth above, provided over a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Business Essential Package includes unlimited local calling. See Section 4.1 for rates.

#### 3.5.2 Residential Basic Line Service

Residential Basic Line Service provides a residential customer with all of the features of basic local exchange service set forth above, provided over a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic line rates may be charged on any of the following optional rate plans. See Section 4.1 for rates.

# A. Unlimited Calling Plan

The monthly rate for the Unlimited Calling Plan entitles the customer to unlimited outgoing calls per month within the local calling area without additional charge beyond the monthly rate per access line. Usage under any optional plans cannot be aggregated with this plan.

# B. Limited Calling Plan - Plan 50

With Plan 50, the Customer pays a monthly rate per access line. No additional charge applies for calls within the Local Calling Area up to the 50 call allowance per month. Each call within the Local Calling Area in excess of the 50 call allowance is subject to local call charges. Usage charges are billed on a per call basis, regardless of distance, duration, or time of day.

- 3.5 Basic Local Exchange Service, Cont'd.
  - 3.5.2 Residential Basic Line Service, Cont'd.
  - C. Limited Calling Plan Plan 400
    - (1) With Plan 400, the Customer pays a monthly rate per access line. No additional charge applies for calls within the Local Calling Area up to the 400 call allowance per month. Each call within the Local Calling Area in excess of the 400 call allowance is subject to local call charges. Usage charges are billed on a per call basis, regardless of distance, duration, or time of day.
    - (2) Upon sufficient notice to the Company, a Customer who is handicapped or is voluntarily providing a service for an organization classified by the Internal Revenue Service as a Section 501(c)((3) or (19) organization, or a congressionally chartered veterans organization, or their duly authorized foundations, is exempt from the 400 call per month limitation and shall not be charged more than the flat rate charged other residential customers for 400 calls.

# 3.6 Directory Assistance Service

The Company furnishes Directory Assistance Service ("DA") for the purpose of aiding subscribers in obtaining telephone numbers through arrangements with the incumbent local exchange carrier when a party in Pennsylvania requests assistance in obtaining telephone numbers of subscribers who are located within the same numbering plan area as the number the party is calling from.

In order to make allowance for a reasonable need for numbering plan area DA service, including numbers not in the directory, directory inaccessibility and other conditions, no charge applies for the first three calls for telephone numbers of subscribers who are located within the numbering plan area of the calling party per month per station access line. The allowance is cumulative for all group billed services furnished on the same premises or as part of the same system within an exchange.

Charges for DA are not applicable to inquiries received from public and semipublic telephones, nor from telephone service furnished for the use of handicapped persons.

#### **3.7 Toll Presubscription**

A. Toll Presubscription is a procedure whereby a customer designates to the Company the IntraLATA and InterLATA Toll Providers, i.e., Interexchange Carriers (IXCs) which the customer wishes to be the carriers of choice for toll calls. Such calls are automatically directed to the designated carrier(s) without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. Toll presubscription does not prevent a customer, who has presubscribed to a toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative 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 IXC, 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 IXC must use Feature Group D (FGD) Switched Access Service to qualify as a presubscription toll provider unless prior arrangements have been made with or by the Company. IXCs must submit an Access Service Request (ASR) to the Company.

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

At the option of the IXCs, the nonrecurring charge for a change in toll presubscription, as B. provided herein, may be billed to the IXCs, instead of the end user. This may involve charges resulting from end-user initial free choice Preferred Interexchange Carrier (PIC), as specified in C.1 following.

EFFECTIVE: September 7, 2013 ISSUED: September 6, 2013

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# 3.7 Toll Presubscription, Cont'd.

- C. Presubscription Charge Application
  - 1. End user choices for toll presubscription:
    - a. Designating an intraLATA and interLATA IXC(s) as primary carrier(s) thereby requiring no access code to access those IXCs' service. End users are not required to choose the same IXC for intraLATA and interLATA toll presubscription. Other nonpresubscribed IXCs are accessed by dialing 10XXX, 101XXXX, or other required codes.
    - b. Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all IXCs.
  - 2. If a new customer cannot decide upon presubscription IXCs, the Company may extend a 30-day period following completion of the initial service request to make a choice without charge. In the interim, the customer will be assigned as a 'No-PIC' and must dial an access code to make toll calls.
  - 3. If an IXC elects to discontinue Feature Group, the IXC is obligated to contact, in writing, all end users who have selected the canceling IXC as their preferred toll provider. The IXC must inform the end users that it is canceling its Feature Group D Service, request that the end user select a new IXC, and state that the canceling IXC will pay the PIC change charge as provided herein. The IXC must provide written notification to the Company that this activity has taken place.
    - Following the IXC's discontinuance of service, the Company will bill the canceling IXC the change charge for each end user that is currently designated to the IXC at the time of discontinuance.
  - 4. An unauthorized PIC change is a change in the presubscribed IXC that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in toll presubscription occurs, the IXC making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided at the end of this section. In addition, the IXC will be assessed the applicable charge for returning the end user to the preferred IXC.

ISSUED: September 6, 2013 EFFECTIVE: September 7, 2013

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# 3.7 Toll Presubscription, Cont'd.

- D. End User Charge Discrepancy
  - 1. When a discrepancy is determined regarding an end user's designation of a presubscription IXC, 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 Telephone Company.
    - b. When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date/time determines customer choice.
    - c. If an end user denies requesting a change in toll presubscription as submitted by an IXC, and the IXC is unable to produce a letter of authorization, signed by the end user, the IXC will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The IXC will also be assessed the presubscription change charge as specified herein, which was previously billed to the end user.
  - 2. Verification of Orders for Telemarketing

Neither the IXC 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.

# 3.7 Toll Presubscription, Cont'd.

## E. 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 toll carrier submitted by the IXCs. The IXC participating in PIC Switchback will be billed the PIC Switchback Charge, and the presubscription change charge, as specified herein, to switch the end user to the end user's previous carrier.

When the Company is contacted by an end user who denies requesting a change in primary toll carrier, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous IXC at no charge. If this service is made available by the Company, IXCs 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 IXC 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 an IXC 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 Telephone Company.

In addition, the end user has the option of initiating a complaint to the F.C.C. or the Pennsylvania Public Utility Commission's Bureau of Consumer Services concerning unauthorized changes in toll presubscription.

# <u>IntraLATA Presubscription Change Charge</u>

Per non-residence or residence line, trunk, or port

Non-recurring Charge

Initial line, trunk, or port \$7.95 Additional line, trunk, or port \$7.95

ISSUED: September 6, 2013 EFFECTIVE: September 7, 2013

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#### **3.8 9-1-1 Provisions.**

# 3.8.1. GLOSSARY OF TERMS (these definitions apply to this section only)

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

<u>MSAG Content</u>: The data elements of the MSAG (Master Street Address Guide) including (but not necessarily limited to) the data elements that are entered into the following fields A-I of a standard MSAG record:

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

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

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

<u>Telephone Company system</u>: Reference to a service provider's own facilities-based network or, if operating as a nonfacilities-based competitive local exchange carrier, the facilities contracted by the Telephone Company for provision of service.

ISSUED: September 6, 2013 EFFECTIVE: September 7, 2013

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## 3.8 9-1-1 Provisions, Cont'd.

## 3.8.2. GENERAL

The Service Access Code 9-1-1 allows the customer to reach the appropriate emergency services including police, fire and medical services. Enhanced 9-1-1 has the ability to selectively route an emergency call to the primary 9-1-1 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary 9-1-1 provider for display at the Public Answering Point (PSAP).

Pursuant to the Public Safety Emergency Telephone Act (Act 78 of 1990), as amended), the Telephone Company collects a fee from its customers on behalf of the counties in its operating area to support the 9-1-1 system. Counties of the first through second class may impose a monthly contribution rate in an amount not to exceed \$1 per line on each local exchange access line. Counties of the third through fifth class may impose a monthly contribution rate in an amount not to exceed \$1.25 per line on each local exchange access line. Counties of the sixth through the eighth class may impose a monthly contribution rate not to exceed \$1.50 per line on each local exchange access line. The contribution rate may be used by counties for the expenses of implementing, expanding or upgrading a 911 system.

Parties dialing 9-1-1 waive the privacy afforded by non-listed and non-published service to the extent that the telephone number, names, and address associated with the originating station location are furnished to the Public Safety Answering Point.

#### **SECTION 3 - SERVICE OFFERINGS, CONT'D.**

### 3.8 9-1-1 Provisions, Cont'd.

#### 3.8.3. REGULATIONS

- A. The Telephone Company, whether supplying service through its own facilities or the use of an underlying carrier, will comply with the Protocols as set forth in, and in the form of Service Provider E-9-1-l Protocols, Service Provider E-9-1-l Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order Relating to the Provision of Master Street Address Guides; Docket No. P-0097 1203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998 MSAG Order.
- B. The Telephone Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.
- C. The Telephone Company's liability and insurance provisions are fully stated in its tariff's General Regulations.
- D. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.
- E. The Telephone Company will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.
- F. The Host Telephone Company will install the county's/municipality's MSAG in 'read/write' format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.

ISSUED: September 6, 2013 EFFECTIVE: September 7, 2013

#### **SECTION 3 - SERVICE OFFERINGS, CONT'D.**

### 3.8 9-1-1 Provisions, Cont'd.

#### 3.8.3. REGULATIONS, Cont'd.

- G. The Telephone Company shall not otherwise modify the content of the MSAG, but may make formatting changes approved by the county/municipality necessary to enable the MSAG to conform to the telephone company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate customer information for input to the All database.
- H. The Telephone Company will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.
- I. The Telephone Company will not, without the written consent of the county/municipality, modify or create any derivative of the county's/municipality's MSAG, except as follows: one (1) mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the host telephone company, but shall be made solely in read-only format by all other telephone companies), and the telephone company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.

ISSUED: September 6, 2013 EFFECTIVE: September 7, 2013

#### **SECTION 3 – SERVICE OFFERINGS, CONT'D.**

### 3.9 Telephone Relay Service (TRS) Provisions.

#### **3.9.1.** General.

The Pennsylvania Telecommunications Relay Service (PA TRS) is a relay telecommunication service for the deaf, hard of hearing, hearing and/or speech disabled population of the Commonwealth. The PA TRS is mandated by the Americans with Disabilities Act of 1990 to provide functionally equivalent telephone services that are available to other U.S. citizens, at no additional cost. The PA TRS includes both traditional relay (devices such as Teletypewriters (TTY) and Telecommunication Devices for the Deaf (TDD)) and captioned-telephone voice-carry-over relay services (captioned telephone). These relay services permit telephone communications between individuals with hearing and/or speech disabilities, who must use a TTY, TDD or captioned telephone, with individuals having normal hearing and speech. Additionally, 711 abbreviated dialing is available to access the PA TRS. The Company's switching equipment is arranged to translate the "711" calls to the assigned toll-free number, (888) 895-1197, in order to route calls to the Telecommunications Relay Service Provider, in accordance with Commission's Order entered on February 4, 2000 at Docket No. M-00900239.

### 3.9.2. Surcharge.

In addition to the charges provided in this tariff, a surcharge will apply to all residence and business access lines served by this Company. (Access lines are those lines extending from the telephone company's central office to the end-user's premises.) This surcharge applies regardless of whether or not the access line uses the PA TRS.

The surcharge serves as the funding vehicle for the operation of the PA TRS, Telecommunications Device Distribution Program and the Print Media Access Service Program and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the PA TRS surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing with July 1 of each year.

The Commission may revise the surcharge more frequently than annually at its discretion.

Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

ISSUED: September 6, 2013 EFFECTIVE: September 7, 2013

### **SECTION 3 - SERVICE OFFERINGS, CONT'D.**

### 3.9 Telephone Relay Service (TRS) Provisions, Cont'd.

### 3.9.2. Surcharge, Cont'd.

The following surcharge rates apply to all customer bills issued on July 1, 2009.

Per residence access line, per month \$0.08 Per business access line, per month \$0.08

The TRS surcharge will be applied to Centrex lines using the following Centrex Equivalent Lines Table on a per Centrex customer basis.

<b>Number of Centrex Lines</b>	<b>Equivalent Lines</b>
1	1
2	2
3	3
4 to 6	4
7 to 10	5
11 to 15	6
16 to 21	7
22 to 28	8
29 to 36	9
37 to 45	10
46 to 54	11
55 to 64	12
65 to 75	13
76 to 86	14
87 to 98	15
99 to 111	16
112 to 125	17
126 to 139	18
140 to 155	19
156 to 171	20
172 to 189	21
190 to 207	22
208 to 225	23
226 to 243	24
244 to 262	25
263 to 281	26
282 to 300	27
Each additional 18 Centrex lines	1

ISSUED: September 6, 2013 EFFECTIVE: September 7, 2013

### **SECTION 3 - SERVICE OFFERINGS, CONT'D.**

### 3.9 Telephone Relay Service (TRS) Provisions, Cont'd.

#### 3.9.3. Rates.

Local calls will be charged at the applicable local flat rate or local measured service rate. Toll calls will be charged at the applicable toll rate found in the selected long distance provider's rate schedule or current tariff. If the customer has not chosen a long distance carrier the default carrier's rates will apply for the toll calls.

ISSUED: September 6, 2013 EFFECTIVE: September 7, 2013

#### **SECTION 4: RATES AND CHARGES**

### 4.1 Basic Local Exchange Service

Service to be provided as defined in Section 3.5 of this tariff. Service charges under Section 4.2 also apply.

**Business Essential Package** 

Monthly Rate: \$39.95

Residential Basic Line Service

**Unlimited Calling Plan** 

Monthly Rate: \$59.95

Calling Plan 50

Monthly Rate: \$39.95 Per call (after allowance): \$0.04

Calling Plan 400

Monthly Rate: \$49.95 Per call (after allowance): \$0.04

ISSUED: September 6, 2013 EFFECTIVE: September 7, 2013

### **SECTION 4 – RATES AND CHARGES**

### 4.2 Service Charges

### 4.2.1 Service Ordering Charge - Multi Element Charges

(A) Primary - For connecting new or additional Access lines.

#### Nonrecurring Charge

Residence, per service order	\$55
Business, per service order	\$55

(B) Secondary - For moving or changing existing service or adding new or additional service other than Access lines.

Residence, per service order	\$6.95
Business, per service order	\$6.95

(C) Record - For record type orders affecting directory listings.

Residence, per service order	\$6.95
Business, per service order	\$6.95

### **4.2.2** Access Line Connection Charge

(A) Per Access line or Trunk - Residence

(1)	Central Office Work Charge	\$55
(2)	New Line Connection Charge	\$55

(B) Per Access Line or Trunk - Business

(1)	Central Office Work Charge	\$55
(2)	New Line Connection Charge	\$55

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### 4.2 Service Charges, Cont'd.

### **4.2.3** Restoration Charge

### (A) Temporary Suspension at Customer's Request

#### Nonrecurring Charge

#### (1) Residence

Secondary Service Ordering Charge, per	
Customer request	\$19.95
Charge per Telephone Number Restored	\$33.50

#### (2) Business

Secondary Service Ordering Charge, per Customer request	\$19.95
Charge per Telephone Number Restored	\$33.50

#### (B) Nonpayment or Shutoff

In the event service is temporarily interrupted pursuant to Section 2.5.6 of this tariff, such service will be restored upon compliance with all requirements of Section 2.5.6 or, at the discretion of the Company, a substantial portion thereof, and in addition, charges as specified following will be applicable to restore such services.

(1)	Residence Secondary Service Ordering Charge, per request Charge per Telephone Number Restored	\$33.50 \$33.50
(2)	Business Secondary Service Ordering Charge, per request Charge per Telephone Number Restored	\$33.50 \$33.50

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#### 4.3 Lifeline Service

This section of the tariff is applicable upon the PA PUC's approval of the Company's request to be an eligible telecommunications carrier.

- 4.3.1 Lifeline Service is a Residence offering for low-income customers who qualify for this service in accordance with the following Regulations. Lifeline Service means a non-transferable retail service offering:
  - (1) For which qualifying low-income consumers pay reduced charges as a result of application of the Lifeline support amount described in 47 C.F.R. § 54.403; and
  - (2) That provides qualifying low-income consumers with voice telephony service as specified in 47 C.F.R. § 54.101(a). Toll limitation service does not need to be offered for any Lifeline service that does not distinguish between toll and non-toll calls in the pricing of the service .If an eligible telecommunications carrier charges Lifeline subscribers a fee for toll calls that is in addition to the per month or per billing cycle price of the subscribers' Lifeline service, the carrier must offer toll limitation service at no charge to its subscribers as part of its Lifeline service offering.
- Lifeline Service may include any residential service plan that includes voice telephony service, including bundled packages of voice and data services; and plans that include optional calling features such as, but not limited to, caller identification, call waiting, voicemail, and three-way calling. Eligible telecommunications carriers may also permit qualifying low-income consumers to apply their Lifeline discount to family shared calling plans.

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### 4.4 Lifeline Service Supported Services

Residence Lifeline Service includes services and features as defined by FCC Rule 54.101(a), which include the following tariffed standard features and optional customer elected services at the applicable rates, charges and regulations for each feature and service provided:

- 1. One-Party Residence Unlimited Service and Local Measured Service, if available.
- 2. Directory Listing (standard only).
- 3. Non-Published or Non-Listed Telephone Number Service.
- 4. Access to Directory Assistance Service.
- 5. Touch Tone Calling Service.
- 6. Access to Message Toll Telephone Service and Optional Dial Station-To-Station Calling Plan Services. However, the Residence Lifeline Dial Tone Line will be blocked from dial station access to 976/556/900 and any other type of Audiotex Service.
- 7. Access to Operator Services.
- 8. Voluntary Toll Restriction Option.
- 9. Access to 8XX Services.
- 10. Access to Call Trace.
- 11. Access to Alerting and Reporting Systems (9-1-1 dialing).
- 12. Access to the Pennsylvania Telecommunications Relay Service.
- 13. Caller ID Per-call and Per-line Blocking
- 14. Other telecommunications services at tariffed rates

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### 4.5 Lifeline Service Eligibility

4.5.1 An applicant for Lifeline Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs or federal public housing; or be able to provide proof of income which is at or below 135% of the annual United States Census Bureau Poverty Level Guidelines for All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of Lifeline Service participants must be conducted annually by the Company to ensure continued eligibility. Lifeline customers have the responsibility to notify the Telephone Company within thirty (30) days of a change in eligibility status if they no longer qualify for Lifeline Service.

### Pennsylvania Department of Public Welfare Lifeline Service Programs:

- \* Temporary Assistance for Needy Families (TANF)
- \* Supplemental Security Income (SSI)
- \* Medicaid
- \* Supplemental Nutrition Assistance Program (SNAP) (fka Food Stamps)
- \* Low Income Home Energy Assistance Program (LIHEAP)

### Additional Eligible Programs (Federal)

- \* Federal Public Housing
- \* National School Free Lunch Program

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

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- 4.5.2 Lifeline Service will be provided to a customer only so long as such customer continues to meet the participation and certification guidelines in 2 (c) above. At the time of initial establishment of Lifeline Service, the customer agrees to have his or her eligibility recertified annually by the Company. When the Company is notified by the customer or determines through recertification that the Lifeline Service customer is no longer a participant in the DPW programs in 2 (c) above or otherwise low-income eligible, the customer will be notified (by telephone or letter) that the Lifeline Service rate is no longer applicable. Within the stated customer notification period (30 days from the date of the notification), the customer can contact the Company to negotiate new Dial Tone Service arrangements at applicable tariff rates (no connection charges will apply for existing services or options retained). If the customer does not contact the Company by the end of the notification period, the Lifeline Service will be changed to applicable Exchange Area Dial Tone Line service at existing tariff rates (no connection charges will apply to existing services or options retained). Upon contacting the Company, the customer will have ten (10) working days to complete the low-income certification or recertification process in order to retain Lifeline Service.
- 4.5.3 A Lifeline Service customer may not subscribe to any other type of residence Local Exchange Service at the same or other premises. Lifeline Service will not be provided via Foreign Exchange or Foreign Central Office Service arrangements.
- 4.5.4 Only services listed in Section 4.4 above will be provided to Lifeline customers.
- 4.5.5 Customer requested temporary suspension of Lifeline Service is not permitted.
- 4.5.6 Lifeline Service does not apply to applicants who are full time students living in university or college controlled housing.
- 4.5.7 The applicant must not be a dependent for Federal Income Tax purposes, unless he or she is 60 years of age or older.
- 4.5.8 Lifeline customers are subject to all Residence service regulations in this and other tariffs of American Broadband.

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- 4.5.9 Residence Lifeline Service cannot be resold by the Lifeline customer or the Lifeline customer's agent(s).
- 4.5.10 Resale of Lifeline Services are subject to wholesale rate obligations under Section 251(c) (4) of the Telecommunications Act of 1996.
- 4.5.11 All outstanding charges, account balances and service restrictions apply to existing customers who qualify for Lifeline Service. Service restrictions will remain until the arrearage(s) have been paid in full.
- 4.5.12 Any Lifeline customer who has a past due balance of Toll Charges will be treated with the appropriate Chapter 64 regulations. The Residence Toll Restoral Charge applies to Lifeline Customers who are suspended for non-payment and who subsequently pay their outstanding toll charges and request toll restoral. If a Lifeline customer is toll restricted for a second occurrence the Company may, at its discretion, place the Lifeline customer on permanent toll restriction.
- 4.5.13 Toll-Blocking and Toll-Control services will be provided at no charge to Lifeline Service subscribers, to the extent that they are offered.

#### 4.6 DIAL TONE LINE MONTHLY RATE

- 4.6.1 Applicable Residence Dial Tone monthly rate minus \$9.25 (1).
- 4.6.2 Lifeline Service is subject to all applicable state, local and federal taxes, and surcharges, and to all applicable tariff rates, charges, surcharges and regulations.

#### NOTE:

(1) See FCC Public Notice released May 1, 2012, In re: Lifeline and Link Up Reform and Modernization et al., Report and Order and Further Notice of Proposed Rulemaking, WC Dkt. Nos. 11-42 et al., CC Dkt. No. 96-45, FCC 12-11 (rel. Feb. 6, 2012)

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#### 4.7 **Rates By Individual Contract Basis (ICB)**

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company's services may be established at negotiated rates on an individual contract basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

Upon completion of any contractual arrangements entered into under this section, the Company will file additional tariff sheets as an amendment to this tariff summarizing the services, rates, terms, conditions, and duration of the contract, and will make the contract itself available to the Pa. PUC upon the Pa. PUC's request. The Company reserves the right to protection from public disclosure of proprietary information contained in such contracts as allowed under law.

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### 4.8 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. Promotions will be filed as separate tariff sheets under this section 4.8.

All promotions will be limited in duration, and will identify a definite, reasonable time period during which the promotion will be in effect. A promotional offering cannot exceed six (6) months in a rolling twelve (12) month period and must be filed as a tariff supplement. A promotion may also be limited as to the locations where the offerings are made. A promotion may also, if so designated, provide for its conclusion upon the occurrence of a promotion-related event that is reasonably certain to occur, although the timing may not be certain.

All promotions shall be made available to other carriers for resale, and shall be priced, in conjunction with the entire service offering as a whole, above the Company's total service long run incremental cost.

Promotions will be implemented with at least one day's notice prior to the effective date of each promotion.

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#### 5.1 Legal Descriptions and Maps, Cont'd.

#### 5.1.2 Verizon North LLC Local Calling Areas.

#### **SECTION 5 – SERVICE AREAS**

#### 5.1 Legal Descriptions and Maps

The Company hereby mirrors the Map and Legal Description tariffs of the exchanges, by Incumbent Local Exchange Carriers – Verizon Pennsylvania LLC, Verizon North, LLC, and Frontier Communications of Pennsylvania LLC. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis. If not mirrored, new detailed maps and legal descriptions on an individual exchange basis will be filed with the Pennsylvania PUC for approval.

#### 5.1.1 Frontier Communications of Pennsylvania LLC Local Calling Areas

Exchange	Local Calling Area
	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Frontier Communications of Pennsylvania, LLC, unless otherwise noted
Intercourse	Intercourse, Gap (Commonwealth), Lancaster (Verizon), Leola, New Holland, Strasburg (Verizon), Terre Hill
Leola	Akron (D&E), Ephrata (D&E), Intercourse, Lancaster (Verizon), Leola, Lititz (D&E), New Holland, Terre Hill
New Holland	Akron (D&E), Ephrata (D&E), Intercourse, Lancaster (Verizon), Leola, New Holland, Terre Hill
Terre Hill	Adamstown (D&E), Akron (D&E), Denver (D&E), Ephrata (D&E), Green Hills (CTT), Intercourse, Leola, Morgantown (CTT), New Holland, Terre Hill

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## 5.1 Legal Descriptions and Maps, Cont'd.

## 5.1.2 Verizon North LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon North Incorporated unless otherwise noted.
Airville	Brogue, Delta, Red Lion
Auburn	Friedensburg, Orwigsburg, Pine Grove, Pottsville, Schuylkill Haven
Avonmore	Apollo (Windstream), Saltsburg, Vandergrift
Beach Lake	Galilee, Honesdale, Narrowsburg, NY (Citizens Tel.)
Beaver Springs	Middleburg, Mount Pleasant Mills, Selinsgrove
Beaverdale	Johnstown, South Fork
Berlin	Meyersdale, Rockwood, Somerset, Stoystown
Bernville	Frystown, Hamburg, Robesonia, Womelsdorf, Reading
Boswell	Hooversville, Johnstown, Somerset, Stoystown
Brogue	Airville, Red Lion, York
Brookside	Jersey Shore, Trout Run, Williamsport
Buffalo	Avella, Canonsburg, Taylorstown, Washington
Cambridge Springs	Edinboro, Meadville, Saegertown (Windstream)

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## 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.2 Verizon North LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon North Incorporated unless otherwise noted.
Central City	Berlin, Johnstown, Somerset, Windber
Chapman Lake	Carbondale, Clark Summit (Commonwealth Telephone Co.), Jermyn, Olyphant, Scranton
Clintonville	Franklin, Wesley
Confluence	Rockwood, Salisbury
Cooperstown	Franklin, Oil City
Corry	Spartansburg, Union City, Wattsburg
Davidsville	Johnstown
Delta	Airville, Fawn Grove, Cardiff, Md. (Verizon – Md.)
Dillsburg	Dover, Harrisburg Zone 1, Mechanicsburg
Dingman's Ferry	Milford/Log Tavern, Montague, NJ (CenturyLink)
East Berlin	Dover, Hanover (CenturyLink), New Oxford (CenturyLink), York
Edinboro	Cambridge Springs, Erie, McKean
Elkland	Knoxville, Lawrenceville (Commonwealth Telephone Co.), Westfield

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## 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.2 Verizon North LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon North Incorporated unless otherwise noted.
Emmaus	Allentown, Bethlehem, Ironton (Ironton Telephone Co.)
Erie	Edinboro, Fairview, Girard, McKean, North East, Waterford, Wattsburg
Fairview	Erie, Girard, McKean
Fawn Grove	Delta, Stewartstown, Jarrettsville, Md. (Service to NXX 692 and 941 only), Cardiff, Md. (Verizon – Md.)
Franklin	Cooperstown, Oil City
Friedensburg	Auburn, Orwigsburg, Pine Grove, Pottsville, Schuylkill Haven
Frystown	Bernville, Jonestown, Myerstown, Lebanon
Galilee	Beach Lake, Callicoon (Verizon – NY), Honesdale, Narrowsburg, NY (Citizens Tel.)
Girard	Erie, Fairview
Glen Rock	Jefferson, Loganville, Stewartstown, York
Grand Valley	Pleasantville, Titusville, Youngsville
Harrison Valley	Ulysses, Westfield

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### 5.1 Legal Descriptions and Maps, Cont'd.

## 5.1.2 Verizon North LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon North Incorporated unless otherwise noted.
Hershey	Annville, Elizabethtown (CenturyLink), Harrisburg Zone 1 and 2, Hummelstown, Lebanon, Middletown, Palmyra, Shellsville, Steelton
Hooversville	Boswell, Johnstown, Stoystown, Somerset
Jefferson	Glen Rock, Hanover (CenturyLink), Spring Grove, York
Johnstown	Beaverdale, Davidsville, Nanty Glo, Seward, South Fork, Windber
Jonestown	Frystown, Shellsville, Annville, Lebanon
Kempton	Allentown, Hamburg, Kutztown, New Smithville, New Tripoli
Knoxville	Elkland
Lincolnville	Union City, Spartansburg, Townville (Windstream)
Loganville	Glen Rock, Red Lion, York
Loyalsock	Muncy, Trout Run, Williamsport
Manchester	Dover, York
Mantzville	Lehighton, McKeansburg, Tamaqua

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## 5.1 Legal Descriptions and Maps, Cont'd.

## 5.1.2 Verizon North LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon North Incorporated unless otherwise noted.
Matamoras	Cuddebackville, NY (Verizon – NY), Milford/Log Tavern, Montague, NJ (CenturyLink), Port Jervis, NY (Verizon – NY)
McKean	Edinboro, Erie, Fairview
McKeansburg	Mantzville, Orwigsburg, Pottsville, Schuylkill Haven
Meyersdale	Berlin, Rockwood, Salisbury, Somerset
Middleburg	Beaver Springs, Mifflinburg (Buffalo Valley Tel. Co.), Mount Pleasant Mills, Selinsgrove
Milford/Log Tavern	Cuddebackville, NY (Verizon – NY), Dingman's Ferry, Matamoras, Montague, NJ (CenturyLink), Port Jervis, NY (Verizon – NY)
Mount Pleasant Mills	Beaver Springs, Middleburg, Selinsgrove
Myerstown	Frystown, Schaefferstown, Womelsdorf, Lebanon
Nanty Glo	Ebensburg, Johnstown
New Bedford	New Castle, New Wilmington
New Smithville	Allentown, Ironton (Ironton Telephone Co.), Kempton, New Tripoli

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### 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.2 Verizon North LLC Local Calling Areas.

	Local Calling Area
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New Tripoli	Allentown, Kempton, New Smithville, Slatington
New Wilmington	New Bedford, New Castle, Sharon, Volant (CenturyLink)
North East	Erie, South Ripley, NY (Verizon – NY), Wattsburg
Oil City	Cooperstown, Franklin, Pleasantville, Titusville
Pine Grove	Auburn, Friedensburg, Tremont (Commonwealth Telephone Co.)
Pleasantville	Grand Valley, Oil City, Titusville
Princeton	New Castle, Portersville (CenturyLink), Ellwood City
Red Lion	Brogue, Loganville, York
Robesonia	Bernville, Womelsdorf, Reading
Rockwood	Berlin, Confluence, Meyersdale, Somerset
Sabinsville	Westfield
Salisbury	Confluence, Meyersdale, Grantsville, Md. (Verizon – Md.)
Saltsburg	Avonmore

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## 5.1.2 Verizon North LLC Local Calling Areas.

	Local Calling Area
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Sayre	Waverly, NY (Verizon – NY)
Schaefferstown	Myerstown, Womelsdorf, Lebanon
Selinsgrove	Beaver Springs, Middleburg, Mount Pleasant Mills, Sunbury
Selinsgrove – Shamokin Dam	Beaver Springs, Middleburg, Mount Pleasant Mills, Sunbury
Seward	Johnstown, New Florence
Shellsville	Jonestown, Harrisburg Zone 1, Hummelstown, Hershey
Shohola	Barryville, NY (Verizon – NY), Milford/Log Tavern
Somerset	Berlin, Boswell, Rockwood, Stoystown
South Fork	Beaverdale, Johnstown
Spartansburg	Corry, Lincolnville, Titusville, Townville (Windstream)
Spring Grove	Hanover (CenturyLink), Jefferson, York
Stewartstown	Fawn Grove, Glen Rock, Red Lion, York, Jarrettsville, Md. (Service to NXX 941 only)

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### 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.2 Verizon North LLC Local Calling Areas.

	Local Calling Area
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Stoystown	Berlin, Boswell, Hooversville, Somerset
Taylorstown	Buffalo, Claysville, Washington
Titusville	Grand Valley, Oil City, Pleasantville, Spartansburg
Trout Run	Brookside, Loyalsock, Williamsport
Union City	Corry, Erie, Lincolnville, Waterford, Wattsburg
Vandergrift	Apollo (Windstream), Avonmore, Leechburg (Windstream)
Waterford	Erie, Union City, Wattsburg
Wattsburg	Corry, Erie, North East, Union City, Waterford
Wellersburg	Mt. Savage, Md., Cumberland, Md., Frostburg, Md. (Verizon – Md.), Meyersdale, Hyndman (CenturyLink)
Wesley	Clintonville, Harrisville (CenturyLink), Grove City, Mercer
Westfield	Elkland, Harrison Valley, Knoxville, Sabinsville
Windber	Central City, Johnstown
Womelsdorf	Bernville, Myerstown, Robesonia, Schaefferstown, Reading

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### 5.1.2 Verizon North LLC Local Calling Areas.

	Local Calling Area
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Wrightsville	Red Lion, York, Columbia (CenturyLink)
York	Dover, Loganville, Manchester, Red Lion, Spring Grove, Wrightsville

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### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

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Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Alexandria	Alexandria, Huntingdon, McConnellstown (CenturyLink)
Aliquippa	Aliquippa, Ambridge, Baden, Glenwillard, Hookstown, Pitb. Subn. Zone 16, Rochester
Allentown	Allentown, Bath, Bethlehem, Catasauqua, Coopersburg (Commonwealth Tel.), Easton, Emmaus (Verizon North), Hellertown, Ironton (Ironton Tel. Co.), Kutztown, Nazareth, New Smithville (Verizon North), New Tripoli (Verizon North), Northampton, Riegelsville, Slatington, Springtown, Topton (Conestoga Tel. & Tel. Co.)
Altoona	Altoona, Bellwood, Cresson, Hollidaysburg, Tyrone
Ambridge	Aliquippa, Ambridge, Baden, Glenwillard, Pitb. Subn. Zone 16
Annville	Annville, Hershey (Verizon North), Jonestown (Verizon North), Lebanon, Mt. Gretna, Palmyra
Ashland	Ashland, Frackville, Girardville, Kulpmont, Mt. Carmel, Shenandoah
Austin	Austin, Coudersport
Avella	Avella, Burgettstown, Washington

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## 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Avis	Avis, Jersey Shore, Lock Haven, Woolrich
Avondale	Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Oxford, Unionville, West Chester, West Grove, Westtown, Hockessin, DE. (Verizon – DE.), Wilmington, DE. (Verizon – DE.)
Baden	Aliquippa, Ambridge, Baden, Rochester
Barnesboro	Barnesboro, Carrolltown, Cherry Tree, Glen Campbell, Hastings, Patton
Bath	Allentown, Bath, Bethlehem, Catasauqua, Easton, Nazareth, Northampton, Slatington
Beaver Falls	Beaver Falls, Darlington (Windstream), Ellwood City, Enon Valley (Windstream), Hookstown, Midland, Rochester, Wampum, Zelienople
Bedminster	Bedminster, Carversville, Doylestown, Dublin, Ferndale (Commonwealth Tel.), Perkasie, Plumsteadville, Quakertown

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## 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Bellefonte	Bellefonte, Boalsburg, Centre Hall, Howard (CenturyLink), Snow Shoe, Spring Mills, State College, Zion (CenturyLink)
Belle Vernon	Belle Vernon, California, Charleroi, Donora, Fayette City, Monessen, Monongahela, Perryopolis, West Newton
Bellwood	Altoona, Bellwood, Tyrone
Berwick	Berwick, Bloomsburg, Shickshinny (Commonwealth Tel.), Wapwallopen (Commonwealth Tel.)
Bessemer	Bessemer, New Castle
Bethlehem	Allentown, Bath, Bethlehem, Catasauqua, Coopersburg (Commonwealth Tel.), Easton, Hellertown, Ironton (Ironton Tel. Co.), Nazareth, Northampton, Riegelsville, Slatington, Springtown
Big Run	Big Run, Punxsutawney
Black Lick	Black Lick, Blairsville, Homer City, Indiana
Blairsville	Black Lick, Blairsville, Bolivar, Derry, Homer City, Indiana, Latrobe

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## 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

Originating Exchange	Local Calling Area  Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Bloomsburg	Berwick, Bloomsburg, Catawissa, Danville, Millville, Numidia, Orangeville (Commonwealth Tel.), Washingtonville
Boalsburg	Bellefonte, Boalsburg, Centre Hall, Spring Mills, State College
Bolivar	Blairsville, Bolivar, New Florence
Bradford	Bradford, Duke Center (Armstrong North), Eldred, Mount Jewett, Rew, Smethport, Limestone, NY (Verizon – NY)
Brownsville	Brownsville, California, Charleroi, New Salem, Republic, Smock, Uniontown
Buckingham	Buckingham, Carversville, Doylestown, New Hope, Phila. Subn. Zone 45, Wycombe
Burgettstown	Avella, Burgettstown, McDonald, Midway (Windstream), Murdocksville (Armstrong), Paris
Bushkill	Bushkill, Lords Valley, Stroudsburg, Stroudsburg, NJ (Verizon – NJ)
California	Belle Vernon, Brownsville, California, Charleroi, Fayette City

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## 5.1 Legal Descriptions and Maps, Cont'd.

## 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Canonsburg	Canonsburg, Hickory (Hickory Tel. Co.), McDonald, McMurray, Pitb. Subn. Zone 13, Washington
Carbondale	Carbondale, Chapman Lake (Verizon North), Clifford (The North-Eastern Pa. Tel. Co.), Forest City (The North-Eastern Pa. Tel. Co.), Jermyn, Olyphant, Scranton, Waymart (The South Canaan Tel. Co.)
Carrolltown	Barnesboro, Carrolltown, Ebensburg, Hastings, Patton
Carversville	Bedminster, Buckingham, Carversville, Doylestown, Dublin, New Hope, Plumsteadville, Wycombe
Catasauqua	Allentown, Bath, Bethlehem, Catasauqua, Easton, Hellertown, Ironton (Ironton Tel. Co.), Nazareth, Northampton, Riegelsville, Slatington, Springtown
Catawissa	Bloomsburg, Catawissa, Danville, Elysburg, Numidia
Center Point	Center Point, Collegeville, Harleysville, Lansdale, Phila. Subn. Zone 30, North Wales, Schwenksville
Centre Hall	Bellefonte, Boalsburg, Centre Hall, Millheim, Spring Mills, State College

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## 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Charleroi	Belle Vernon, Brownsville, California, Charleroi, Donora, Fayette City, Monessen, Monongahela
Cherry Tree	Barnesboro, Cherry Tree, Clymer, Glen Campbell
Chester Springs	Chester Springs, Eagle, Exton, Phila. Subn. Zone 28, Phoenixville, Pughtown, Royersford
Clairton	Clairton, Elizabeth, Pitb. Subn. Zone 10, Pitb. Subn. Zone 11
Clarion	Clarion, Knox (Windstream), Leeper, Shippenville (Windstream), Sligo (Windstream), Strattanville (Windstream)
Claysville	Claysville, Washington, West Alexander
Clearfield	Clearfield, Curwensville, Frenchville, Osceola Mills, Philipsburg, Winburne
Clymer	Clymer, Indiana
Coatesville	Avondale, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Honey Brook, Kennett Square, Lenape, Mortonville, Parkesburg, Unionville, West Chester, West Grove, Westtown

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## 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Collegeville	Center Point, Collegeville, Green Lane, Harleysville, Lansdale, North Wales, Phila. Subn. Zone 29, Phila. Subn. Zone 30, Phila. Subn. Zone 31, Phoenixville, Pottstown, Royersford, Schwenksville, Souderton
Connellsville	Connellsville, Dawson, Mount Pleasant, Scottdale, Uniontown
Coudersport	Austin, Coudersport, Roulette, Ulysses
Cresco	Cresco, Lords Valley, Mount Pocono, Newfoundland, Stroudsburg
Cresson	Altoona, Cresson, Ebensburg, Hollidaysburg, Portage
Curwensville	Clearfield, Curwensville, Mahaffey
Danville	Bloomsburg, Catawissa, Danville, Elysburg, Northumberland, Sunbury, Washingtonville
Dauphin	Dauphin, Halifax, Harrisburg Zone 1
Dawson	Connellsville, Dawson, Perryopolis, Scottdale
Derry	Blairsville, Derry, Greensburg, Latrobe

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### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Donora	Belle Vernon, Charleroi, Donora, Elizabeth, Monessen, Monongahela
Downingtown	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Honey Brook, Lenape, Mortonville, Phila. Subn. Zone 28, Pughtown, West Chester, Westtown
Doylestown	Buckingham, Carversville, Doylestown, Dublin, Line Lexington, Phila. Subn. Zone 45, Plumsteadville, Wycombe
Dublin	Bedminster, Buckingham, Carversville, Doylestown, Dublin, Lansdale, Line Lexington, Perkasie, Plumsteadville, Quakertown, Souderton
DuBois	Brockway (Windstream), DuBois, Luthersburg (Windstream), Penfield (Windstream), Reynoldsville, Sykesville
Eagle	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Phila. Subn. Zone 28, Phoenixville, Pughtown, Royersford, West Chester
Easton	Allentown, Bethlehem, Bloomsbury, NJ (Verizon – NJ), Catasauqua, Easton, Hellertown, Nazareth, Phillipsburg, NJ (Verizon – NJ), Riegelsville, Springtown, Upper Black Eddy

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# 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

Originating Exchange	Local Calling Area  Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
East Palestine	East Palestine, Pa., East Palestine, O. (AMERITECH, O.), New Waterford, O. (AMERITECH, O.), Rogers, O. (AMERITECH, O.)
Ebensburg	Carrolltown, Colver (Windstream), Cresson, Ebensburg, Nanty-Glo (Verizon North), Johnstown (Verizon North)
Eldred	Bradford, Duke Center (Armstrong North), Eldred, Port Allegheny, Rew, Smethport
Elizabeth	Clairton, Donora, Elizabeth, Monongahela, Pitb. Subn. Zone 10, Pitb. Subn. Zone 11
Ellwood City	Beaver Falls, Ellwood City, New Castle, Portersville (CenturyLink), Wampum, Zelienople
Elysburg	Catawissa, Danville, Elysburg, Kulpmont, Mt. Carmel, Numidia, Shamokin, Sunbury
Endeavor	Endeavor, Tidioute, Tionesta
Exton	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Lenape, Mortonville, Phila. Subn. Zone 28, Pughtown, West Chester, Westtown

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### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Fairchance	Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown
Farmington	Farmington, Uniontown
Fayette City	Belle Vernon, California, Charleroi, Fayette City, Monessen, Perryopolis
Finleyville	Finleyville, McMurray, Monongahela, Pitb. Subn. Zone 11, Pitb. Subn. Zone 12
Fleetwood	Fleetwood, Kutztown, Leesport (Commonwealth Tel.), Oley (The Conestoga Tel. and Tel. Co.), Reading, Topton (The Conestoga Tel. and Tel. Co.)
Frackville	Ashland, Frackville, Girardville, Mahanoy City, Minersville, Pottsville, Saint Clair, Shenandoah
Freeland	Freeland, Hazleton, McAdoo, Weatherly, White Haven
Frenchville	Clearfield, Frenchville, Philipsburg, Snow Shoe, Winburne
Galeton	Galeton
Girardville	Ashland, Frackville, Girardville, Mahanoy City, Shenandoah

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### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Glen Campbell	Barnesboro, Cherry Tree, Glen Campbell
Glenmoore	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Green Hills (The Conestoga Tel. and Tel. Co.), Glenmoore, Honey Brook, Morgantown (The Conestoga Tel. and Tel. Co.), Parkesburg, Pughtown, West Chester
Glenwillard	Aliquippa, Ambridge, Glenwillard, Pitb. Subn. Zone 15, Pitb. Subn. Zone 16
Green Lane	Center Point, Collegeville, Green Lane, Harleysville, Lansdale, Pennsburg, Perkasie, Quakertown, Schwenksville, Souderton, Sassamansville (The Conestoga Tel. and Tel. Co.)
Greensburg	Delmont (Windstream), Greensburg, Herminie, Jeannette, Kecksburg (Citizens Tel. Co. of Kecksburg), Latrobe, New Alexandria (Windstream), Youngwood
Greenville	Greenville, Sharpsville, Sheakleyville (Windstream), Transfer (The Pymatuning Ind. Tel. Co.)
Grove City	Blacktown (CenturyLink), Grove City, Harrisville (CenturyLink), Mercer, Wesley (Verizon North)

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## 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Halifax	Dauphin, Elizabethville (Commonwealth Tel.), Halifax, Harrisburg Zone 1, Millersburg (Commonwealth Tel.)
Hamburg	Hamburg, Kempton (Verizon North), Leesport (Commonwealth Tel.), Reading
Hamlin	Hamlin, Lake Ariel, Moscow, Newfoundland, Olyphant, Scranton, Wallenpaupack
Harleysville	Center Point, Collegeville, Green Lane, Harleysville, Lansdale, Line Lexington, North Wales, Perkasie, Phila. Subn. Zone 30, Schwenksville, Souderton
Harrisburg	
Zone 1	Dauphin, Halifax, Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Lewisberry (Commonwealth Tel.), Marysville (CenturyLink), Mechanicsburg, Middletown, Shellsville (Verizon North)
Zone 2	Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown
Hastings	Barnesboro, Carrolltown, Hastings, Patton

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### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

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Hawley	Hawley, Honesdale, Lords Valley, Newfoundland, Wallenpaupack
Hazleton	Conyngham-Drums (Commonwealth Tel.), Freeland, Hazleton, McAdoo, Nuremburg (Commonwealth Tel.), Weatherly, White Haven
Hellertown	Allentown, Bethlehem, Catasauqua, Easton, Hellertown, Riegelsville, Springtown
Herminie	Greensburg, Herminie, Jeannette, Pitb. Subn. Zone 23
Hollidaysburg	Altoona, Cresson, Hollidaysburg
<b>Homer City</b>	Black Lick, Blairsville, Homer City, Indiana
Honesdale	Beach Lake (Verizon North), Galilee (Verizon North), Hawley, Honesdale, Lake Ariel, Lords Valley, Pleasant Mount (The North-Eastern Pa. Tel.Co.), South Canaan (The South Canaan Tel.Co.), Wallenpaupack, Waymart (The South Canaan Tel. Co.)
Honey Brook	Coatesville, Downingtown, Glenmoore, Green Hills (The Conestoga Tel. and Tel. Co.), Honey Brook, Morgantown (The Conestoga Tel. and Tel. Co.), Parkesburg

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### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area
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Hookstown	Aliquippa, Beaver Falls, Chester, W. Va. (Verizon – W. Va.), East Liverpool, O. (AMERITECH, O.), Hookstown, Midland, Rochester, Smiths Ferry
Houtzdale	Clearfield, Houtzdale, Osceola Mills, Philipsburg
Hummelstown	Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown, Palmyra, Shellsville (Verizon North)
Huntingdon	Alexandria, Huntingdon, Marklesburg (CenturyLink), McConnellstown (CenturyLink), Mount Union
Imperial	Imperial, McDonald, Murdocksville (Armstrong), Oakdale, Pitb. Subn. Zone 14, Pitb. Subn. Zone 15
Indiana	Black Lick, Blairsville, Clymer, Elderton (Windstream), Homer City, Indiana, Marion Center, Parkwood
Jeannette	Greensburg, Harrison City (Windstream), Herminie, Jeannette, Pitb. Subn. Zone 23
Jermyn	Carbondale, Chapman Lake (Verizon North), Jermyn, Olyphant, Scranton

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	Local Calling Area
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Jersey Shore	Avis, Jersey Shore, Lock Haven, Oval (Pennsylvania Tel. Co.), Williamsport, Woolrich
Jim Thorpe	Jim Thorpe, Lehighton, Nesquehoning, Weatherly, White Haven
Kane	Kane, Ludlow, Mount Jewett
Kemblesville	Avondale, Kemblesville, Kennett Square, Landenberg, Mendenhall, Oxford, Unionville, West Grove, Hockessin, DE (Verizon – DE), Newark, DE (Verizon – DE)
Kennett Square	Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Unionville, West Chester, West Grove, Westtown, Hockessin, DE (Verizon – DE), Wilmington, DE (Verizon – DE)
Kingston	Center Moreland (Commonwealth Tel.), Dallas (Commonwealth Tel.), Harveys Lake (Commonwealth Tel.), Kingston, Mountaintop, Nanticoke, Pittston, Plymouth, Trucksville (Commonwealth Tel.), Wilkes-Barre, Wyoming
Kulpmont	Ashland, Elysburg, Kulpmont, Mount Carmel, Shamokin

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Kutztown	Allentown, Fleetwood, Kempton (Verizon North), Kutztown, Reading, Topton (The Conestoga Tel. and Tel. Co.)
Lake Ariel	Hamlin, Honesdale, Lake Ariel, Newfoundland, Olyphant, Scranton, South Canaan (The South Canaan Tel. Co.), Wallenpaupack, Waymart (The South Canaan Tel.Co.)
Lake Como	Lake Como
Lancaster	Intercourse (Frontier Comm. Of PA), Lancaster, Landisville, Leola (Frontier Comm. Of PA), Lititz (Denver & Ephrata Tel. and Tel. Co.), Manheim (Denver & Ephrata Tel. and Tel. Co.), Millersville, Mount Joy (CenturyLink), Mountville (CenturyLink), New Holland (Frontier Comm. Of PA), Quarryville (Commonwealth Tel.), Rawlinsville (Commonwealth Tel.), Strasburg
Landenberg	Avondale, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Oxford, Unionville, West Chester, West Grove, Westtown, Hockessin, DE (Verizon – DE), Newark, DE (Verizon – DE), Wilmington, DE (Verizon – DE)

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	Local Calling Area
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Landisville	Lancaster, Landisville, Lititz (Denver & Ephrata Tel. and Tel. Co.), Manheim (Denver & Ephrata Tel. and Tel. Co.), Millersville, Mount Joy (CenturyLink), Mountville (CenturyLink), Strasburg
Lansdale	Center Point, Harleysville, Lansdale, Line Lexington, North Wales, Souderton
Latrobe	Blairsville, Derry, Greensburg, Kecksburg (Citizens Tel. Co. of Kecksburg), Latrobe, Ligonier, New Alexandria (Windstream)
Lebanon	Annville, Frystown (Verizon North), Hershey (Verizon North), Jonestown (Verizon North), Lebanon, Mt. Gretna, Myerstown (Verizon North), Palmyra, Schaefferstown (Verizon North)
Leeper	Clarion, Leeper, Marienville
Lehighton	Jim Thorpe, Lehighton, Nesquehoning, Palmerton (Palmerton Tel. Co.)
Lenape	Avondale, Coatesville, Downingtown, Exton, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Phila. Subn. Zone 10, Phila. Subn. Zone 28, Unionville, West Chester, West Grove, Westtown

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Lewistown	Belleville (CenturyLink), Lewistown, McVeytown, Mifflintown (CenturyLink), Port Royal (CenturyLink), Reedsville (CenturyLink)
Ligonier	Latrobe, Ligonier, Stahlstown (Laurel Highland Tel. Co.)
Line Lexington	Doylestown, Dublin, Harleysville, Lansdale, Line Lexington, North Wales, Perkasie, Phila. Subn. Zone 45, Souderton
Lock Haven	Avis, Beech Creek (CenturyLink), Jersey Shore, Lock Haven, Mill Hall (CenturyLink), Woolrich
Lords Valley	Bushkill, Cresco, Hawley, Honesdale, Lords Valley, Mount Pocono, Newfoundland, Stroudsburg, Wallenpaupack
Lowellville	Bessemer, Hubbard, O. (AMERITECH, O.), Lowellville, Lowellville, O. (AMERITECH, O.), New Castle, North Lima, O. (AMERITECH, O.), Youngstown, O. (AMERITECH, O.)
Ludlow	Kane, Ludlow
Mahaffey	Mahaffey, Curwensville

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Mahanoy City	Frackville, Girardville, Lakewood (Frontier Comm. – Lakewood), Mahanoy City, Shenandoah, Tamaqua
Marchand	Marchand, Punxsutawney
Marienville	Leeper, Marienville
Marion Center	Indiana, Marion Center
Masontown	Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown
McAdoo	Freeland, Hazleton, McAdoo, Tamaqua, Weatherly
McClellandtown	Fairchance, Masontown, McClellandtown, Smithfield, Uniontown
McDonald	Burgettstown, Canonsburg, Imperial, McDonald, Midway (Windstream), Oakdale, Pitb. Subn. Zone 13
McMurray	Canonsburg, Finleyville, McMurray, Pitb. Subn. Zone 12, Pitb. Subn. Zone 13
McVeytown	Lewistown, McVeytown

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Mechanicsburg	Dillsburg (Verizon North), Harrisburg Zone 1, Lewisberry (Commonwealth Tel.), Mechanicsburg
Mendenhall	Avondale, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Phila. Subn. Zone 10, Unionville, West Chester, West Grove, Westtown, Hockessin, DE (Verizon – DE), Wilmington, DE (Verizon – DE)
Mercer	Blacktown (CenturyLink), Fredonia (Windstream), Grove City, Mercer, Sharon, Sharpsville, Wesley (Verizon North)
Middletown	Elizabethtown (CenturyLink), Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown
Midland	Beaver Falls, Hookstown, Midland, Rochester, Smiths Ferry
Millersville	Lancaster, Landisville, Millersville, Mountville (CenturyLink), Strasburg
Millheim	Bellefonte, Boalsburg, Centre Hall, Millheim, Spring Mills, State College
Millville	Bloomsburg, Millville, Washingtonville

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Milton	Lewisburg (Buffalo Valley Tel. Co.), Mifflinburg (Buffalo Valley Tel. Co.), Milton, Northumberland, Sunbury, Washingtonville, Watsontown (Windstream)
Minersville	Frackville, Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven, Tremont (Commonwealth Tel.)
Monessen	Belle Vernon, Charleroi, Donora, Fayette City, Monessen, Monongahela
Monongahela	Belle Vernon, Charleroi, Donora, Elizabeth, Finleyville, Monessen, Monongahela
Moosic	Moosic, Pittston, Scranton, Taylor, Wyoming
Morrisville	Ewing, NJ (Verizon – NJ), Morrisville, Newtown, Phila. Subn. Zone 42, Phila. Subn. Zone 43, Phila. Subn. Zone 44, Trenton, NJ (Verizon – NJ), Yardley
Mortonville	Avondale, Coatesville, Downingtown, Exton, Kennett Square, Lenape, Mortonville, Parkesburg, Unionville, West Chester, West Grove, Westtown
Moscow	Hamlin, Moscow, Newfoundland, Scranton, Wallenpaupack

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Mountaintop	Kingston, Mountaintop, Nanticoke, Nuangola (Commonwealth Tel.), Plymouth, Wilkes-Barre
Mount Carmel	Ashland, Elysburg, Kulpmont, Mount Carmel, Shamokin
Mount Gretna	Annville, Lebanon, Mount Gretna, Palmyra
<b>Mount Jewett</b>	Bradford, Mount Jewett, Kane
Mount Pleasant	Connellsville, Greensburg, Kecksburg (Citizens Tel. Co. of Kecksburg), Mount Pleasant, Scottdale, Youngwood
Mount Pocono	Cresco, Lords Valley, Mount Pocono, Newfoundland, Stroudsburg
<b>Mount Union</b>	Huntingdon, McConnellstown (CenturyLink), Mount Union
Nanticoke	Kingston, Mountaintop, Nanticoke, Nuangola (Commonwealth Tel.), Plymouth, Wilkes-Barre
Nazareth	Allentown, Bath, Bethlehem, Catasauqua, Easton, Nazareth
Nesquehoning	Jim Thorpe, Lansford (Windstream), Lehighton, Nesquehoning

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New Castle	Bessemer, Ellwood City, New Bedford (Verizon North), New Castle, New Wilmington (Verizon North), Plain Grove (CenturyLink), Princeton (Verizon North), Volant (CenturyLink), Wampum
New Florence	Bolivar, Johnstown, New Florence, Seward
Newfoundland	Cresco, Hamlin, Hawley, Lake Ariel, Lords Valley, Moscow, Mount Pocono, Newfoundland, Wallenpaupack
New Hope	Buckingham, Carversville, Doylestown, Lambertville, NJ (Verizon – NJ), New Hope, Newtown, Plumsteadville, Wycombe, Yardley
New Kensington	New Kensington, Pitb. Subn. Zone 20, Springdale, Tarentum
New Philadelphia	Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven, Tamaqua
New Salem	Brownsville, New Salem, Republic, Uniontown

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Newtown	Newtown, Phila. Subn. Zone 40, Phila. Subn. Zone 43, Wycombe, Yardley
Northampton	Allentown, Bath, Bethlehem, Catasauqua, Ironton (Ironton Tel. Co.), Northampton, Slatington
Northumberland	Danville, Milton, Northumberland, Sunbury
North Wales	Center Point, Harleysville, Lansdale, Line Lexington, North Wales, Phila. Subn. Zone 30, Phila. Subn. Zone 33, Souderton
Numidia	Bloomsburg, Catawissa, Elysburg, Numidia
Oakdale	Imperial, McDonald, Oakdale, Pitb. Subn. Zone 13, Pitb. Subn. Zone 14
Olyphant	Carbondale, Chapman Lake (Verizon North), Hamlin, Jermyn, Lake Ariel, Olyphant, Scranton, Taylor
Orwigsburg	Auburn (Verizon North), Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven
Osceola Mills	Clearfield, Houtzdale, Osceola Mills, Philipsburg

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Oxford	Avondale, Kemblesville, Kirkwood (Commonwealth Tel.), Landenberg, Oxford, West Grove
Palmyra	Annville, Harrisburg Zone 1, Hershey (Verizon North), Hummelstown, Lebanon, Mount Gretna, Palmyra
Paris	Burgettstown, Paris, Weirton, W. Va. (Verizon – W. Va.)
Parkesburg	Atglen (Commonwealth Tel.), Coatesville, Gap (Commonwealth Tel.), Glenmoore, Honey Brook, Mortonville, Parkesburg, West Grove
Parkwood	Indiana, Parkwood
Patton	Altoona, Barnesboro, Carrolltown, Hastings, Patton
Pennsburg	Bally (The Conestoga Tel. and Tel. Co.), Green Lane, Pennsburg, Perkasie, Quakertown, Sassamansville (The Conestoga Tel. and Tel. Co.), Souderton
Perkasie	Bedminster, Doylestown, Dublin, Green Lane, Harleysville, Lansdale, Line Lexington, Pennsburg, Perkasie, Plumsteadville, Quakertown, Schwenksville, Souderton
Perryopolis	Belle Vernon, Dawson, Fayette City, Perryopolis, Uniontown

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## 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Philipsburg	Clearfield, Frenchville, Houtzdale, Osceola Mills, Philipsburg, Winburne
Phoenixville	Chester Springs, Collegeville, Eagle, Phila. Subn. Zone 28, Phila. Subn. Zone 29, Phoenixville, Pughtown, Royersford
Pittston	Harding (Commonwealth Tel.), Kingston, Moosic, Pittston, Scranton, Taylor, Wilkes-Barre, Wyoming
Plumsteadville	Bedminster, Buckingham, Carversville, Doylestown, Dublin, Ferndale (Commonwealth Tel.), Line Lexington, New Hope, Perkasie, Plumsteadville, Quakertown
Plymouth	Kingston, Mountaintop, Nanticoke, Plymouth, Wilkes-Barre
Point Marion	Cheat Lake (Verizon – W. Va.), Fairchance, Masontown, Point Marion, Morgantown, W. Va. (Verizon – W. Va.), Smithfield, Uniontown
Portage	Cresson, Ebensburg, Johnston, Portage, Southfork
Port Allegany	Eldred, Port Allegany, Roulette, Smethport

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### 5.1 Legal Descriptions and Maps, Cont'd.

## 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

Originating Exchange	Local Calling Area  Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Pottstown	Boyertown (The Conestoga Tel. and Tel. Co.), Collegeville, Douglassville (The Conestoga Tel. and Tel. Co.), Phoenixville, Pottstown, Pughtown, Royersford, Sassamansville (The Conestoga Tel. and Tel. Co.), Schwenksville
Pottsville	Auburn (Verizon North), Frackville, Friedensburg (Verizon North), Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven, Tamaqua
Pughtown	Chester Springs, Downingtown, Eagle, Exton, Glenmoore, Green Hills (The Conestoga Tel. and Tel. Co.), Morgantown (The Conestoga Tel. and Tel. Co.), Phoenixville, Pottstown, Pughtown, Royersford
Punxsutawney	Big Run, Marchand, Punxsutawney
Quakertown	Bedminster, Dublin, Ferndale (Commonwealth Tel.), Green Lane, Pennsburg, Perkasie, Plumsteadville, Quakertown, Souderton, Springtown

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### 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Reading	Adamstown (Denver & Ephrata Tel. and Tel. Co.), Bernville (Verizon North), Birdsboro (The Conestoga Tel. and Tel. Co.), Fleetwood, Green Hills (The Conestoga Tel. and Tel. Co.), Hamburg, Kutztown, Leesport (Commonwealth Tel.), Morgantown (The Conestoga Tel. and Tel. Co.), Oley (The Conestoga Tel. and Tel. Co.), Reading, Robesonia (Verizon North), Topton (The Conestoga Tel. and Tel. Co.), Womelsdorf (Verizon North), Yellow House (The Conestoga Tel. and Tel. Co.)
Renovo	Renovo
Republic	Brownsville, New Salem, Republic, Uniontown
Rew	Bradford, Duke Center (Armstrong North), Eldred, Limestone, NY (Verizon – NY), Rew, Smethport
Reynoldsville	DuBois, Reynoldsville, Sykesville
Riegelsville	Allentown, Bethlehem, Catasauqua, Easton, Ferndale (Commonwealth Tel.), Hellertown, Milford, NJ (Verizon – NJ), Phillipsburg, NJ (Verizon – NJ), Riegelsville, Springtown, Upper Black Eddy

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## 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Rochester	Aliquippa, Ambridge, Baden, Beaver Falls, Hookstown, Midland, Rochester
Roulette	Coudersport, Port Allegany, Roulette
Royersford	Center Point, Chester Springs, Collegeville, Eagle, Phila. Subn. Zone 29, Phila. Subn. Zone 30, Phoenixville, Pottstown, Pughtown, Royersford, Schwenksville
Russell	Russell, Sugar Grove, Warren, Youngsville
Saint Clair	Frackville, Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven
Saxton	Hopewell (CenturyLink), Saxton
Schuylkill Haven	Auburn (Verizon North), Friedensburg (Verizon North), Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven
Schwenksville	Center Point, Collegeville, Green Lane, Harleysville, Lansdale, Perkasie, Phila. Subn. Zone 30, Pottstown, Royersford, Sassamansville (The Conestoga Tel. and Tel. Co.), Schwenksville, Souderton
Scottdale	Connellsville, Dawson, Mount Pleasant, Scottdale

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## 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Scranton	Clarks Summit (Commonwealth Tel.), Dalton (Commonwealth Tel.), Factoryville (Commonwealth Tel.), Hamlin, Jermyn, Lake Ariel, Lake Winola (Commonwealth Tel.), Moosic, Moscow, Olyphant, Pittston, Scranton, Taylor, Wyoming
Shamokin	Elysburg, Kulpmont, Mount Carmel, Shamokin, Sunbury, Trevorton (TDS – Mahanoy and Mahantango Tel. Co.)
Sharon	Mercer, Sharon, O. (AMERITECH, O.), Sharon, PA, Sharpsville, Transfer (The Pymatuning Ind. Tel. Co.), West Middlesex
Sharpsville	Greenville, Mercer, Sharon, O. (AMERITECH, O.), Sharon, PA, Sharpsville, Transfer (The Pymatuning Ind. Tel. Co.), West Middlesex
Shenandoah	Ashland, Frackville, Girardsville, Mahanoy City, Ringtown (Commonwealth Tel.), Shenandoah
Slatington	Allentown, Bath, Bethlehem, Catasauqua, Ironton (Ironton Tel. Co.), New Tripoli (Verizon North), Northampton, Slatington
Smethport	Bradford, Eldred, Port Allegany, Rew, Smethport

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### 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Smithfield	Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown
Smiths Ferry	Chester, W. Va. (Verizon – W. Va.), East Liverpool, O. (AMERITECH, O.), Hookstown, Midland, Rochester, Smiths Ferry
Smock	Brownsville, Smock, Uniontown
Snow Shoe	Bellefonte, Frenchville, Snow Shoe
Souderton	Center Point, Collegeville, Doylestown, Dublin, Green Lane, Harleysville, Lansdale, Line Lexington, North Wales, Pennsburg, Perkasie, Quakertown, Schwenksville, Souderton
Springdale	New Kensington, Pitb. Subn. Zone 19, Pitb. Subn. Zone 20, Springdale, Tarentum
Spring Mills	Bellefonte, Boalsburg, Centre Hall, Millheim, Spring Mills, State College
Springtown	Allentown, Bethlehem, Catasauqua, Easton, Ferndale (Commonwealth Tel.), Hellertown, Milford, NJ (Verizon – NJ), Quakertown, Riegelsville, Springtown, Upper Black Eddy

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## 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
State College	Bellefonte, Boalsburg, Centre Hall, Port Matilda (Windstream), Spring Mills, State College
Strasburg	Gap (Commonwealth Tel.), Intercourse (Frontier Comm. Of PA), Lancaster, Landisville, Millersville, Quarryville (Commonwealth Tel.), Rawlinsville (Commonwealth Tel.), Strasburg
Stroudsburg	Bushkill, Cresco, Lords Valley, Mount Pocono, Saylorsburg (Commonwealth Tel.), Stroudsburg, Stroudsburg, NJ (Verizon – NJ)
Sugar Grove	Russell, Sugar Grove, Warren, Youngsville
Sunbury	Danville, Elysburg, Milton, Northumberland, Selinsgrove (Verizon North), Shamokin, Sunbury
Sykesville	DuBois, Luthersburg (Windstream), Reynoldsville, Sykesville
Tamaqua	Lakewood (Frontier Comm. – Lakewood), Lansford (Windstream), Mahanoy City, McAdoo, New Philadelphia, Pottsville, Tamaqua
Tarentum	New Kensington, Pitb. Subn. Zone 20, Springdale, Tarentum

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## 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

Originating Exchange	Local Calling Area  Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Taylor	Moosic, Olyphant, Pittston, Scranton, Taylor, Wyoming
Tidioute	Endeavor, Tidioute, Tionesta, Warren
Tyrone	Altoona, Bellwood, Tyrone, Warriors Mark (Windstream)
Tionesta	Endeavor, Tidioute, Tionesta
Ulysses	Coudersport, Ulysses
Uniontown	Brownsville, Connellsville, Fairchance, Farmington, Masontown, McClellandtown, New Salem, Point Marion, Republic, Smithfield, Smock, Uniontown
Unionville	Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Unionville, West Chester, West Grove, Westtown
Upper Black Eddy	Easton, Ferndale (Commonwealth Tel.), Frenchtown, NJ (Verizon – NJ), Milford, NJ (Verizon – NJ), Riegelsville, Springtown, Uhlerstown (Commonwealth Tel.), Upper Black Eddy
Wallenpaupack	Hamlin, Hawley, Honesdale, Lake Ariel, Lords Valley, Moscow, Newfoundland, Wallenpaupack

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## 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Wampum	Beaver Falls, Ellwood City, New Castle, Wampum
Warren	Russell, Sheffield (Windstream), Sugar Grove, Tidioute, Warren, Youngsville
Washington	Avella, Buffalo (Verizon North), Canonsburg, Claysville, Hickory (Hickory Tel. Co.), McMurray, Taylorstown (Verizon North), Washington, West Alexander
Washingtonville	Bloomsburg, Danville, Millville, Milton, Turbotville (Windstream), Washingtonville
Weatherly	Freeland, Hazleton, Jim Thorpe, McAdoo, Weatherly, White Haven
West Alexander	Claysville, Washington, West Alexander
West Chester	Downingtown, Exton, Lenape, Mendenhall, Mortonville, Phila. Subn. Zone 28, West Chester, Westtown
West Grove	Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Oxford, Parkesburg, Unionville, West Chester, West Grove, Westtown, Hockessin, DE (Verizon – DE)

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### 5.1 Legal Descriptions and Maps, Cont'd.

## 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

Originating Exchange	Local Calling Area  Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
West Middlesex	Sharon, Sharon, O. (AMERITECH, O.), Sharpsville, West Middlesex
West Newton	Belle Vernon, West Newton, Yukon (Yukon-Waltz Tel. Co.)
Westtown	Lenape, Phila. Subn. Zone 10, Mendenhall, West Chester, Westtown
White Haven	Freeland, Hazleton, Jim Thorpe, Weatherly, White Haven
Wilkes-Barre	Center Moreland (Commonwealth Tel.), Dallas (Commonwealth Tel.), Harveys Lake (Commonwealth Tel.), Kingston, Mountaintop, Nanticoke, Nuangola (Commonwealth Tel.), Pittston, Plymouth, Trucksville (Commonwealth Tel.), Wilkes-Barre, Wyoming
Williamsport	Jersey Shore, Loyalsock (Verizon North), Oval (Pennsylvania Tel. Co.), Trout Run (Verizon North), Williamsport
Winburne	Clearfield, Frenchville, Philipsburg, Winburne
Woolrich	Avis, Jersey Shore, Lock Haven, Woolrich

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## 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area	
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.	
Wycombe	Buckingham, Doylestown, New Hope, Newtown, Phila. Subn. Zone 40, Phila. Subn. Zone 45, Wycombe	
Wyoming	Kingston, Moosic, Pittston, Scranton, Taylor, Wilkes-Barre, Wyoming	
Yardley	Ewing, NJ (Verizon – NJ), Morrisville, New Hope, Newtown, Phila. Subn. Zone 42, Phila. Subn. Zone 43, Phila. Subn. Zone 44, Trenton, NJ (Verizon – NJ), Wycombe, Yardley	
Youngsville	Russell, Sugar Grove, Warren, Youngsville	
Youngwood	Greensburg, Mount Pleasant, Youngwood	
Zelienople	Beaver Falls, Criders Corners (North Pitt. Tel. Co.), Ellwood City, Evans City (CenturyLink), Zelienople	
Bethel Park (Pitt. Sub. 12)	Bethel Park, Bridgeville, Carrick, Finleyville, McMurray, Pleasant Hills	
Bridgeville (Pitt. Sub. 13)	Bethel Park, Bridgeville, Canonsburg, Carnegie, Carrick, McDonald, McMurray, Oakdale	
Carnegie (Pitt. Sub. 14)	Bridgeville, Carnegie, Carrick, Coraopolis, Crafton, Imperial, Oakdale	

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## 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area	
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.	
Coraopolis (Pitt. Sub. 15)	Coraopolis, Carnegie, Sewickley, Bellevue, West View, Crafton, McKees Rocks, Ambridge, Glenwillard, Imperial	
Fox Chapel (Includes Dorseyville) (Pitt. Sub. 19)  East Liberty, Fox Chapel, Glenshaw, Millvale, Oak Springdale		
Glenshaw (Pitt. Sub. 18)	18) Fox Chapel, Glenshaw, Millvale, Perrysville	
Irwin (Pitt. Sub. 23)  Irwin, McKees Rocks, Monroeville, Greensburg, City (Windstream), Hermine, Jeannette		
McKeesport (Pitt. Sub. 10)	McKeesport, Pleasant Hills, Bethel Park, Monroeville, Irwin, Clairton, Elizabeth, Homestead	
Monroeville (Includes Turtle Creek) (Pitt. Sub. 22)	Braddock, Export, Harrison City, Irwin, McKeesport, Monroeville, Penn Hills	
Oakmont (Pitt. Sub. 20)	East Liberty, Fox Chapel, Millvale, New Kensington, Oakmont, Penn Hills, Springdale, Tarentum	
Penn Hills (Pitt. Sub. 21)	Braddock, Export, Monroeville, Oakmont Penn Hills	
Perrysville (Pitt. Sub. 17)	Bellevue, Glenshaw, Perrysville, Wexford	

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## 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area	
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.	
Pleasant Hills (Pitt. Sub. 11)	Bethel Park, Carrick, Clairton, Elizabeth, Homestead, McKeesport, Pleasant Hills	
Sewickley (Pitt. Sub. 16)	Sewickley, Coraopolis, Ambridge, Aliquippa, Glenwillard	
Bellevue (Includes West View)	Bellevue, Braddock, Carrick, Coraopolis, Crafton, East Liberty, Homestead, Millvale, Perrysville, Pittsburgh	
Braddock (Includes Wilkinsburg)	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, Millvale, Monroeville, Penn Hills, Pittsburgh	
Carrick (Includes Mt. Lebanon)	Bellevue, Bethel Park, Braddock, Bridgeville, Carnegie, Carrick, Crafton, East Liberty, Homestead, Millvale, Pittsburgh, Pleasant Hills	
Crafton (Includes McKees Rocks)	Bellevue, Braddock, Carnegie, Carrick, Coraopolis, Crafton, East Liberty, Homestead, Millvale, Pittsburgh	
East Liberty	Bellevue, Braddock, Carrick, Crafton, East Liberty, Fox Chapel, Homestead, Millvale, Oakmont, Pittsburgh	
Homestead	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, McKeesport, Millvale, Pittsburgh, Pleasant Hills	

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## 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

Originating Exchange	Local Calling Area  Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.	
Millvale (Includes Sharpsburg)	Bellevue, Braddock, Carrick, Crafton, East Liberty, Fox Chapel, Glenshaw, Homestead, Millvale, Oakmont, Pittsburgh	
Pittsburgh	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, Millvale, Pittsburgh	
Chester Heights (Phil. Suburban Zone 10)	Chester, Chester Heights, Holly Oak, DE (Verizon – DE), Lenape, Media, Mendenhall, West Chester, Westtown, Wilmington, DE (Verizon – DE)	
Chester (Phil. Suburban Zone 11)	Chester, Chester Heights, Darby-Ridley Park-Sharon Hill, Holly Oak, DE (Verizon – DE), Media, Swarthmore	
Media (Phil. Suburban Zone 12)	Broomall-Newtown Square, Chester, Chester Heights, Media, Swarthmore	
Swarthmore (Phil. Suburban Zone 13)  Broomall-Newtown Square, Chester, Darby-Ridley F Sharon Hill, Havertown-Manoa, Media, Swarthmore Darby		
Darby-Ridley Park- Sharon Hill (Phil. Suburban Zone 14)	Chester, Darby-Ridley Park-Sharon Hill, Phila. Zone 2, Swarthmore, Upper Darby	

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## 5.1 Legal Descriptions and Maps, Cont'd.

## 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area	
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.	
Upper Darby (Phil. Suburban Zone 17)	Darby-Ridley Park-Sharon Hill, Havertown-Manoa, Phila. Zone 2, Swarthmore, Upper Darby	
Havertown-Manoa (Phil. Suburban Zone 21)	Ardmore, Broomall-Newtown Square, Havertown-Manoa, Phila. Zone 2, Swarthmore, Upper Darby	
Broomall-Newtown Square (Phil. Suburban Zone 22)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Havertown-Manoa, Media, Paoli-Malvern-Berwyn, Swarthmore, Wayne	
Cynwyd-Narberth (Phil. Suburban Zone 23)	Ardmore, Bryn Mawr, Cynwyd-Narberth, Phila. Zone 2, Phila. Zone 3	
Ardmore (Phil. Suburban Zone 24)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Havertown-Manoa, Phila. Zone 2, Wayne	
Bryn Mawr (Phil. Suburban Zone 25)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Wayne	
Wayne (Phil. Suburban Zone 26)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Conshohocken, Norristown, Paoli-Malvern-Berwyn, Valley Forge, Wayne	

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## 5.1 Legal Descriptions and Maps, Cont'd.

### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area	
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.	
Paoli-Malvern-Berwyn (Phil. Suburban Zone 28)	Broomall-Newtown Square, Chester Springs, Downingtown, Eagle, Exton, Lenape, Paoli-Malvern- Berwyn, Phoenixville, Valley Forge, Wayne, West Chester, Westtown	
Valley Forge (Phil. Suburban Zone 29)	Collegeville, Norristown, Paoli-Malvern-Berwyn, Phoenixville, Royersford, Valley Forge, Wayne	
Norristown (Phil. Suburban Zone 30)  Ambler, Center Point, Collegeville, Conshohocken, Harleysville, Lansdale, Norristown, North Wales, Phoenixville, Royersford, Schwenksville, Valley Fo Wayne		
Conshohocken (Phil. Suburban Zone 31)	Ambler, Ardmore, Bryn Mawr, Center Point, Collegeville, Conshohocken, Flourtown, Norristown, Phila. Zone 3, Wayne	
Flourtown (Phil. Suburban Zone 32)	Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Phila. Zone 3	
Ambler (Phil. Suburban Zone 33)	Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Hatboro, Norristown, North Wales, Warrington, Willow Grove	

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### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

	Local Calling Area
Originating Exchange	Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Cheltenham-Elkins Park-Jenkintown (Phil. Suburban Zone 34)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park- Jenkintown, Flourtown, Hatboro, North Wales, Phila. Zone 3, Phila. Zone 4, Willow Grove
Bethayres-Huntingdon (Phil. Suburban Zone 37)	Bethayres-Huntingdon, Cheltenham-Elkins Park- Jenkintown, Feasterville-Churchville, Hatboro, Phila. Zone 4, Warrington, Willow Grove
Willow Grove (Phil. Suburban Zone 38)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park- Jenkintown, Feasterville-Churchville, Hatboro, Warrington, Willow Grove
Hatboro (Phil. Suburban Zone 39)  Ambler, Bethayres-Huntingdon, Cheltenham-Elkin Jenkintown, Feasterville-Churchville, Hatboro, W Willow Grove	
Feasterville-Churchville (Phil. Suburban Zone 40)	Bethayres-Huntingdon, Eddington-Cornwells Heights, Feasterville-Churchville, Hatboro, Langhorne, Newtown, Phila. Zone 4, Warrington, Willow Grove, Wycombe
Eddington-Cornwells Heights (Phil. Suburban Zone 41)	Bristol, Eddington-Cornwells Heights, Feasterville- Churchville, Langhorne, Phila. Zone 4
Bristol (Phil. Suburban Zone 42)	Bristol, Eddington-Cornwells Heights, Langhorne, Levittown, Morrisville, Yardley

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## 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

Originating Exchange	Local Calling Area  Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Langhorne (Phil. Suburban Zone 43)	Bristol, Eddington-Cornwells Heights, Feasterville- Churchville, Langhorne, Levittown, Morrisville, Newtown, Yardley
Levittown (Phil. Suburban Zone 44)	Bristol, Langhorne, Levittown, Morrisville, Newtown, Yardley
Warrington (Phil. Suburban Zone 45)	Ambler, Bethayres-Huntingdon, Buckingham, Doylestown, Feasterville-Churchville, Hatboro, Line Lexington, Warrington, Willow Grove, Wycombe
Philadelphia Zone 1 Central Office Districts: Baldwin, Poplar, Regent, Locust, Market, Dewey, Pennypacker	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4
Philadelphia Zone 2 Central Office Districts: City-West, Overbrook, Eastwick, Saratoga, University City	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 14, Phila. Sub. Zone 17, Phila. Sub. Zone 21, Phila. Sub. Zone 23, Phila. Sub. Zone. 24

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### 5.1.3 Verizon Pennsylvania LLC Local Calling Areas.

Originating Exchange	Local Calling Area  Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.
Philadelphia Zone 3 Central Office Districts: Oak Lane, Chestnut Hill, Manayunk, Germantown, Davenport (Logan)	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 23, Phila. Sub. Zone 31, Phila. Sub. Zone 32, Phila. Sub. Zone 34
Philadelphia Zone 4 Central Office Districts: Fox Chase, Toresdale, Bustleton, Frankford, Mayfair	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 34, Phila. Sub. Zone 37, Phila. Sub. Zone 40, Phila. Sub. Zone 41

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## AMERICAN BROADBAND AND TELECOMMUNICATIONS COMPANY COMPETITIVE LOCAL EXCHANGE CARRIER

# SWITCHED ACCESS TARIFF Regulations and Schedule of Intrastate Charges

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania LLC Pa. P.U.C. No. 180A, 182, 182A, 185B and 185C; Verizon North LLC. Pa. P.U.C. Nos. 1, 3, 5, and 6; Frontier Communications of Pennsylvania, LLC PA P.U.C. No. 14.

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: 1 Seagate, Suite 600, Toledo, Ohio 43699.

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#### **CHECK SHEET**

The title page and pages 1-50 inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

SHEET REV	<u>ISION</u>	SHEET REVISION	
Title	Original		
1	Original	26	Original
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23	Original	48	Original
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<sup>\*</sup> New or Revised Pages

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# LIST OF MODIFICATIONS

# RESERVED FOR FUTURE USE

EFFECTIVE: September 7, 2013 ISSUED: September 6, 2013

#### TARIFF FORMAT

Page Numbering - page numbers appear in the upper right corner of the page. Pages are numbered sequentially and from time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between pages 3 and 4 would be numbered 3.1.

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

- 2.
  2.1.
  2.1.1.
  2.1.1.A.
  2.1.1.A.(1).
  2.1.1.A.(1).(a).
  2.1.1.A.(1).(a).I.
  2.1.1.A.(1).(a).I.(i).
  2.1.1.A.(1).(a).I.(i).
- Check Sheets When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it. Users should refer to the latest Check Sheet to determine if a particular page is the most current on file with the Commission.

## APPLICABILITY

This Tariff contains the service offerings, rates, terms and conditions applicable to the furnishing of intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to the Company.

Except as provided in 3.1.3.(A)., this Tariff applies only to the extent that services provided hereunder are used by a Customer for purposes of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Pennsylvania.

# 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:

- (D) To signify a rate or charge decrease
- (I) To signify a rate or charge increase
- (C) To signify all other changes

## 1. DEFINITION OF TERMS

For the purpose of this Tariff, the following definitions will apply:

# Access Service Request (ASR)

A written request for service submitted by the Customer.

#### Automatic Number Identification (ANI)

Refers to the specific and unique Calling Party's billing number delivered by a local exchange carrier to any interconnecting carrier for billing or routing purposes.

#### Bill Date

The date on which billing information is compiled and sent to the Customer.

#### Call

A completed connection between the Calling and Called Stations.

## **Channel or Circuit**

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

## Commission

The Pennsylvania Public Service Commission.

#### Company

Refers to American Broadband & Telecommunications Company, its subsidiaries and affiliates.

#### Customer

The interexchange carrier (IXC) which orders service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes.

#### Customer Premises/Customer's Premises

Customer Point of Presence (POP) where service is originated/terminated.

# 1. <u>DEFINITION OF TERMS</u> (cont'd)

### **Due Date**

The date on which payment is due.

#### **End Office**

The wire center from which the end user receives dial tone from the Company.

### End User

A person or entity that subscribes to any of Company's Access Services offered under the Company's PENNSYLVANIA PSC Tariff No. 1, and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

## **Expedite**

A Service Order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard service interval.

#### **FCC**

The Federal Communications Commission.

## **Interruption**

A condition whereby the service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such service is inoperative and ending at the time of restoration.

#### Local Access Transport Area (LATA)

An area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. (NECA) TARIFF FCC NO. 4.

## Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

# 1. <u>DEFINITION OF TERMS</u> (cont'd)

# Multiplexing

Multiplexing, or Amixing,@ is the sequential combining of lower bit rate services onto a higher bit rate service for more efficient facility capacity usage or vice versa.

### N/A

Not available.

N/C

No charge.

## Nonrecurring Charges

One-time charges.

## Physical Change

The modification of an existing Circuit, Dedicated Access Line or Port, at the request of the Customer, requiring some Physical Change or determination.

#### Point-of-Presence (POP)

A Customer-designated location where long distance calls enter or exit the local exchange network.

#### Restore

To make service operative following an interruption by repair, reassignment, rerouting, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

#### Service

Any or all service(s) provided pursuant to this Tariff.

# 1. <u>DEFINITION OF TERMS</u> (cont'd)

## Service Commencement Date

The day that the requested service or facility is available for use.

## Serving Wire Center

The central office from which the Customer picks up or hands off its interexchange traffic.

#### Switched Access

Non-dedicated Access between the Customer's POP and the end office of the Company for origination or termination of service.

#### Tariff

The current Intrastate Access Services Tariff and effective revisions thereto filed by the Company with the Commission.

## 2. RULES AND REGULATIONS

# 2.1. <u>Descriptions And Limitations Of Services</u>

- 2.1.1. The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this Tariff.
- 2.1.2. Any Interexchange Carrier (IXC) is entitled to obtain service under this Tariff, provided that the Company reserves the right to deny service: (a) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in this Tariff; (b) in circumstances in which the Company has reason to believe that the use of the service would violate the provisions of this Tariff or any applicable law, or if any applicable law restricts or prohibits provision of the service; or (c) if insufficient facilities are available to provide the service, but only for so long as such unavailability exists.
- 2.1.3. The Company may require a Customer to establish credit-worthiness as a condition precedent to the initial establishment of service. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

Additionally, the Company reserves the right to obtain a credit verification of Customer in the event:

- a. customer fails to timely make payment;
- b. there are significant changes in Customer's calling volume or calling pattern, or significant changes in the manner that service is provided to Customer; or
- c. any other circumstance in which Company determines that a credit verification is necessary to protect Company from fraud, misuse or unlawful use of its services.
- 2.1.4. Service may be discontinued after five (5) business days written notice to the Customer
  - a. the Customer is using the service in violation of this Tariff; or
  - b. the Customer is using the service in violation of any law or Commission or FCC rule, order or regulation.
- 2.1.5. Service is provided on the basis of a minimum period of at least one (1) month, 24-hours per day. For the purposes of computing charges in this Tariff, a month is considered to have thirty (30) days.

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if:

# 2.2. <u>Customer Equipment</u>

#### 2.2.1. Interconnection of Facilities

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.

#### 2.2.2. <u>Inspections</u>

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements for the installation, operation and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24-hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

# 2.3. <u>Shortage Of Equipment Or Facilities</u>

- 2.3.1. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- 2.3.2. The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

#### 2.4. Other Terms And Conditions

- 2.4.1. The remedies set forth herein in favor of Company shall not be exclusive and the Company shall at all times be entitled to rights available to it under either law or in equity.
- 2.4.2. This Tariff shall be interpreted and governed by the laws of the State of Pennsylvania.

## 2.5. <u>Liability</u>

- 2.5.1. Except as otherwise expressly provided in this Section 2.5., with respect to any claim or suit by a Customer or by any other, for damages arising out of the Company's furnishing of services including, but not limited to, mistakes, omissions, interruptions, delays or errors, or other defects, representations or use of these services, or arising out of the failure to furnish the service, whether causes by acts or omissions shall be limited to the extension of allowances for interruption as set forth in Section 2.9., following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company.
- 2.5.2. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder lasting less than twenty four (24) hours if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States Government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing services to restore service in compliance with Part 64, Subpart B, Appendix A of the FCC's Rules and Regulations.
- 2.5.3. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the wavier of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

## 2.5. <u>Liability</u> (cont'd)

- 2.5.4. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE EXCEPT AS EXPRESSLY SET FORTH IN THIS TARIFF. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ITS SERVICES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.
- 2.5.5. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.
- 2.5.6. The Company is not liable for any defacement of or damage to Customer's premises resulting from the furnishing of service or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.
- 2.5.7. In the event parties other than Customer (e.g., Customer's customers) shall have use of the service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third party provider or operator of facilities employed in provision of the service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.

## 2.5. <u>Liability</u> (cont'd)

### 2.5.8. <u>Claims</u>

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for:

- a. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- b. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer including, but not limited to, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

#### 2.6. Use Of Service

- 2.6.1. The services offered herein may be used for any lawful purpose. The Customer shall not use nor permit others to use the service in a manner that could interfere with services provided to others or that could harm the facilities of the Company or others, or that is inconsistent with any applicable law or regulation.
- 2.6.2. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.

## 2.7. Customer Deposits And Advance Payments

# 2.7.1. Advance Payments

Payments may be required in advance of furnishing any of the following services:

- (1) The construction of facilities and furnishing of special equipment;
- (2) Temporary Service for short-term use. (§§64.15, 64.17)

In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction 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.

#### 2.7.2. Deposits

- A. To safeguard its interests, 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.
  - (1). For a Customer that has over six (6) months of service, and a deposit is requested, the estimated charges for Customers shall not exceed the estimated average 2-month bill for basic service plus the average 2-month toll charges for existing residential customers in the applicant's exchange during the immediately preceding 12-month period in accordance with 52 Pa. §§64.31-64.41.
  - (2). In the case of an applicant for service or present Customer who does not have two (2) months of service with the Company, the Company may use the average monthly bill for that type of service to determine the correct amount for the deposit.
- B. A deposit may be required in addition to an advance payment.
- 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 amount of the deposit is insufficient to cover the balance due on 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.

- 2. <u>RULES AND REGULATIONS</u> (cont'd)
- 2.7. <u>Customer Deposits And Advance Payments</u> (cont'd)

# 2.7.3. <u>Billing and Collection of Charges</u>

The Company complies with the requirements of Chapter 64 in 52 Pa. Code regarding billing standards and practices for residential customers. In instances where sections of this tariff may conflict with Chapter 64, regulations, the regulations in Chapter 64 will prevail. The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

- A. Nonrecurring charges are due and payable within thirty (30) days after the date of the invoice.
- B. The Company shall present invoices for monthly recurring charges to the Customer, in advance of the month in which the service is provided, and recurring charges shall be due and payable within thirty (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 rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Request. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. In the event Customer has agreed to a service commitment period, any cancellation prior to the expiration of the service commitment period shall not relieve Customer of the obligation to pay cancellation charges as specified in this Tariff.

## 2.7. <u>Customer Deposits And Advance Payments</u> (cont'd)

# 2.7.3. <u>Billing and Collection of Charges</u> (cont'd)

- F. If the Company receives any portion of the payment after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
  - a. a rate of one and one-quarter percent (1.25%) per month; or
  - b. the highest interest rate which may be applied under state law for commercial transactions.
- G. 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.
- H. Customer have up to ninety (90) days (commencing five [5] days after remittance of the bill) to initiate a dispute over charges or to receive credits. Customers may also contact the Pa. PUC's Bureau of Consumer Services at 800-692-7380 regarding disputes.
- I. When service has been disconnected for nonpayment and payment has not been received, or satisfactory payment arrangements have not been made, for a period of ten (10) calendar days, the Company may consider the service terminated and the equipment owned by the Company may be removed. Reconnection may be considered as a new installation as provided in the Company Tariffs.

In the event the Company incurs fees or expenses, including attorneys' fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

# 2.8. <u>Cancellation For Cause By The Company</u>

2.8.1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving prior oral or written notice to the Customer, discontinue or suspend service without incurring any liability. Service shall not be disconnected until at least five (5) days after delivery of notice or eight (8) days after the postmark date on a mailed notice.

- 2. <u>RULES AND REGULATIONS</u> (cont'd)
- 2.8. <u>Cancellation For Cause By The Company</u> (cont'd)
  - 2.8.2. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period. Service shall not be disconnected until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice.
  - 2.8.3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
  - 2.8.4. Upon thirty (30) days prior written notice, the Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appealed, the FCC or other local, state or federal governmental authority.
  - 2.8.5. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
  - 2.8.6. Service may be discontinued by Company to the Customer, by blocking traffic to or from certain NXX exchanges, or by blocking calls using certain codes. The Company will restore service as soon as it can be provided without undue financial risk.

## 2.9. <u>Allowances For Interruption Of Service</u>

# 2.9.1. <u>Credit for Interruptions</u>

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired but not interrupted.
- B. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata 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.
- C. When main service is interrupted for a period of at least 24 hours, credit to customers, at the following rate shall apply: 1) one-thirtieth of monthly rate for each of the first three full 24-hour periods. 2) Two-thirtieth of monthly rates for each full 24-hour period beyond the first three 24-hour periods in accordance with 52 Pa. §64.52.

When service is interrupted for a period of at least 24 hours due to storms, fires, floods or other conditions beyond the control of the company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the company rendered inoperative or substantially impaired will apply for each full 24 hours during which the interruption continues after notice by the customer to the company.

The allowances described in this section are not applicable when service is interrupted by the negligence or willful act of the customer to service or where the company, under the terms of the contract for service, suspends or terminates service for nonpayment of charges, or for unlawful or improper use of the facilities or service, or for another reason provided for this tariff.

## 2.9. <u>Allowances For Interruptions Of Service</u> (cont'd)

### 2.9.2. Restrictions on Allowance

No credit allowance will be made for:

- a. interruptions due to the negligence of, or noncompliance with, the provisions of this Tariff by the Customer or other common carrier providing service connected to the service of Company;
- b. interruptions due to the negligence of any person other than the Company including, but not limited to, the Customer or other common carriers connected to the Company's facilities;
- c. interruptions due to the failure or malfunction of non-Company equipment;
- d. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- e. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- f. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and/or
- g. interruption of service due to circumstances or causes beyond the control of the Company.

#### 2.9.3. Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service.

#### 2.10. Assignment

2.10.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

#### 2.11. Application Of Rates

# 2.11.1. <u>Ordering, Rating and Billing of Access Service Where More Than One Exchange Telephone Company is Involved</u>

Meet point billing applies when more than one (1) Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each Company's applicable rates as set forth in Section 2.12.1.A., following.

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

The Company will handle ordering, rating and billing of Access Services under this Tariff where more than one (1) Exchange Telephone Company is involved in the provision of Access Service as follows:

A. For Feature Group D Switched Access Service, when the Customer's Serving Wire Center (SWC) is not directly connected to the Company's End Office, the Customer must supply a copy of the service request to the Exchange Telephone Company in whose territory the Customer SWC is located, and any other Exchange Telephone Company(ies) involved in providing the service.

Each Exchange Telephone Company will provide the portion of Switched Transport to an Interconnection Point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service Tariff. The rate for the transport element will be determined as set forth in Section 2.12.1.B., following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

- 2. <u>RULES AND REGULATIONS</u> (cont'd)
  - 2.11. <u>Application Of Rates</u> (cont'd)
    - 2.11.1. Ordering, Rating and Billing of Access Service Where More Than One Exchange Telephone Company is Involved (cont'd)
      - B. The charge for the Switched Transport rate element for services provided as set forth in Section 2.11.1.A., preceding, are determined as follows:
        - (1). For Feature Group D Switched Access Service, the Switched Transport charges are determined by using the steps set forth in Subsection (a)., following, for the total Switched Transport-Common Switched Transport charges.
          - (a). Multiply: The number of access minutes by the Company's appropriate Switched Transport per minute rate. The resulting amount is the Company's total Switched Transport charge.
      - C. The interconnection points will be determined by the Exchange Telephone Company(ies) involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC NO. 4, except as noted in Section 2.12.1.(D)., below.

#### 2.11. <u>Application Of Rates</u> (cont'd)

# 2.11.2. Charges Based on Duration of Use

Originating calls will be measured at the Company end office to determine the basis for computing chargeable access minutes. Terminating calls will be measured at the access tandem or at the end office, when direct trunking is provided.

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

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

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

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

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

## 2.12. <u>Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service</u>

#### 2.12.1. Jurisdictional Reports

A. For Feature Group D Switched Access Service, the Company, where jurisdiction can be determined from the call detail, will determine the interstate percentage as follows. For originating access minutes, the interstate percentage will be developed on a quarterly basis by end office trunk group 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. For terminating access minutes, there are three options: (1) Customer may provide Company with a projected PIU factor; (2) the PIU for originating access may be used; or (3) Company may use a default PIU which will be an even split of 100% interstate.

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. This percentage shall be used by the Company as the projected interstate percentage for such call detail.

- B. 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.
- C. 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 projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 3, following.

# 2.12. <u>Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service</u> (cont'd)

# 2.12.1. <u>Jurisdictional Reports</u> (cont'd)

- D. Effective on the first day 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 twenty (20) calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three (3) months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate and intrastate use. the revised report will serve as the basis for the next three (3) 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 2.12.1(A), preceding.
- E. The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. The Company will initiate such request no more than once per year. The Customer shall supply the data within thirty (30) calendar days of the Company request.
- F. 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 D aggregated percentage of interstate use.

# 2.12. <u>Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service</u> (cont'd)

# 2.12.2. When Mixed Interstate and Intrastate Service is Provided Over a Dedicated Facility, the Jurisdiction will be Determined as Follows

- A. If the Customer's estimate of the interstate traffic on the service equals ten percent (10%) or less of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this Tariff.
- B. If the Customer's estimate of the interstate traffic on the service is more than ten percent (10%) of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate interstate tariff.
- C. If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle.

#### 2.12.3. Rounding

In the event the total charge for a call includes a fraction of a cent, the cost shall be rounded up to the next highest cent.

## 2.13. Special Customer Arrangements

2.13.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special Services not offered under this Tariff, the Company, at its option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

## 3. SERVICE DESCRIPTIONS

#### 3.1. <u>Access Services</u>

#### A. <u>Switched Access</u>

Interexchange Switched Access Service provides an interexchange carrier (IXC) the ability to utilize the Company's local exchange network for the purpose of originating or terminating an interLATA call. The service provides the physical connection between a Customer's point of presence (POP) and an end user's premises, utilizing the Company's switched network. Switched Access provides for the ability to originate calls from an end user's premises to a Customer's POP and to terminate calls from a Customer's POP to an end user's premises in the LATA in which the customer desires to originate and terminate calls.

Interexchange Switched Access Service is provided as a trunk side connection, Feature Group D type, to Company end office switches with an associated uniform 101XXXX access code for the Customer's use in originating and terminating communications.

End Users may originate calls to a selected FGD customer by dialing 101XXXX + 1 + NPA + NXX + XXXX. Calls in the terminating direction will be completed for all IXCs whose CIC code has been opened at the tandem switch.

Interexchange calls placed by end users to 1-800-NXX-XXXXs will be completed, subject to the terms and conditions in Section 3.1.B. Interexchange calls placed by end users utilizing 500, 700, and 900/976 prefixes will be blocked.

The rates and charges for Switched Access Service depends on whether the Switched Transport is switched through an access tandem or direct routed to the Company's end office. Rates and charges for Switched Access Service are set forth in Section 4, following. The application of rates for Switched Access Service is described in Section 3.1.2., following.

## 3.1. Access Services (cont'd)

# B. 800 Data Base Access Service

800 Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 800 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 800 number.

For 800 Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D.

#### 3.1. <u>Access Services</u> (cont'd)

## 3.1.1. Access Service Request

The Access Service Request (ASR) shall state the date on which Service shall begin and the points between which Service is to be provided, the type of facilities required, and any special arrangements related thereto.

An ASR must be submitted by the Customer to provide Switched Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's POP to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Switched Transport and Local Switching options.

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

- a. the access tandem:
- b. the Switched Transport and Local Switching options desired; and
- c. 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, 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 the STP codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a Customer orders Feature Group D, the Customer is responsible for assuring that sufficient access facilities have been ordered to handle its traffic.

## 3.1. Access Services (cont'd)

## 3.1.1. Access Service Request (cont'd)

#### A. Access Order Service Date Intervals

Access Service is provided with the following Service Date Intervals:

### (1). <u>Standard Interval</u>

The schedule of Standard Intervals applicable for Switched Access Services is as follows:

Trunk Groups	Standard Interval
1-48 Trunks	14 business days
49-96 Trunks	15 business days
97+ Trunks	Negotiated

## B. <u>Access Order Modifications</u>

The Customer may request a modification of its 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 Switched Access Service lines, trunks, or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

#### 3.1. <u>Access Services</u> (cont'd)

# 3.1.1. Access Service Request (cont'd)

## B. <u>Access Order Modifications</u> (cont'd)

### (1). <u>Service Date Change Charge</u>

Access Order service dates for the installation of new services or rearrangements of existing services but the new service date may not exceed the original service date by more than thirty (30) calendar days. When, for any reason, the Customer indicates that commencement of service must be delayed for a period not to exceed thirty (30) calendar days, and the Company accordingly delays the start of service, a Service Change Charge will apply. If the Customer requested service date is more than thirty (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 4.1.3.

# (2). <u>Design Change Charge</u>

The Customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. Design changes do not include a change of customer premises, end user premises, end office switch. 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 4.1.3.

If a change of service date is also required, the Service Date Change Charge will also apply. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer, the Design Change Charge will apply.

## 3.1. Access Services (cont'd)

# 3.1.1. Access Service Request (cont'd)

## B. <u>Access Order Modifications</u> (cont'd)

#### (3). Expedited Order Charge

When placing an Access Order for service(s), 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 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.

#### 3.1. <u>Access Services</u> (cont'd)

# 3.1.1. Access Service Request (cont'd)

#### C. Cancellation of an Access Order

- (1). A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that the 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 ten (10) days.
- (2). When a Customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:
  - (a). When the Customer cancels an Access Order, a charge equal to the non-recoverable costs of construction and any other expenditures incurred for the service shall apply.
  - (b). If the Company misses a service date for an Access Order by more than thirty (30) days, due to circumstances referred to in Section 2.5.2., the Customer may cancel the Access Order without incurring cancellation charges.
- (3). 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. Additionally, a new minimum period will be established.
  - a. A move to a different building;
  - b. A change in the type of service;
  - c. A change in Switched Access Interface Group;
  - d. A change in STP Access Link;
  - e. A change in STP Port; and/or
  - f. A change in Company -provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.

## 3.1. Access Services (cont'd)

# 3.1.1. Access Service Request (cont'd)

#### D. Minimum Period

(1). The minimum period for which Access Service is provided and for which charges are applicable, is one (1) month.

# (2). <u>Minimum Period Charges</u>

When 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:

- (a). For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.
- (b). All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

## E. <u>Nonrecurring Charges</u>

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 Switched Access Service are: service order charge, installation of service, and service rearrangements.

## (1). Service Order Charge

A nonrecurring charge applies anytime a Customer initiates an order for service. This charge applies once per order, regardless of the number of facilities ordered.

#### 3.1. <u>Access Services</u> (cont'd)

# 3.1.1. Access Service Request (cont'd)

#### E. Nonrecurring Charges (cont'd)

#### (2). <u>Installation Charge</u>

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per-trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched 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, and an administrative charge shall apply any time a Customer initiates an order for service.

## (3). Service Rearrangement Charge

Service Rearrangement Charges apply to moves that change the physical location of the point of termination and 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.

#### (4). Record Change Charge

Any changes to the account record, billing or otherwise, that have no engineering or operational effect on the Customer account.

## 3. SERVICE DESCRIPTIONS (cont'd)

#### 3.1. Access Services (cont'd)

## 3.1.2. <u>Standard Rate Categories</u>

The following rate categories apply to all forms of Switched Access Service, Switched Transport, End Office, and Switched Transport Multiplexing.

# A. <u>Switched Transport</u>

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

Except as stated in the following paragraph, Switched Transport service is provided in conjunction with SBC. Charges for Switched Transport service are computed in accordance with Section 2.12. (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company is Involved).

Upon request, the Company will provide dedicated Direct Transport in place of Tandem Switched Transport between a Customer's POP and the Company's end office switch. If Direct Transport facilities are provisioned entirely by the Company, Entrance Facility Termination charges as described will apply.

At the Customer's option, the Entrance Facility and Direct Transport may be provided by the Company, by the Customer, or by another carrier.

The following paragraphs describe the Switched Transport rate elements.

Switched Transport - Entrance Facility, Tandem-Switched Transport, and Direct Transport

## 3.1. Access Services (cont'd)

# 3.1.2. <u>Standard Rate Categories</u> (cont'd)

## A. <u>Switched Transport</u> (cont'd)

#### (1). Entrance Facility

An Entrance Facility provides the communication path at the DS1 level between a Customer's POP and the Company serving wire center (SWC) of that premises for the sole use of the Customer. The Entrance Facility rate category is a monthly fixed rate applied per point of termination. An Entrance Facility is required whether the Customer's POP and the SWC are located in the same or different buildings.

## (2). <u>Tandem-Switched Transport</u>

Tandem-Switched Transport provides Switched Transport that is switched through a tandem switch, between the Customer's POP and the end offices subtending the tandem.

Tandem-Switched Transport is composed of the following usagesensitive rate elements.

- (a). The Tandem-Switched Termination element includes the nondistance sensitive portion of Switched Transport, and is assessed on a per access minute of use basis.
- (b). The Tandem-Switched Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile.

#### 3.1. <u>Access Services</u> (cont'd)

# 3.1.2. <u>Standard Rate Categories</u> (cont'd)

## A. <u>Switched Transport</u> (cont'd)

#### (2). <u>Tandem-Switched Transport</u> (cont'd)

(c). The Tandem Switching Element includes the access tandem associated with Tandem-Switched Transport Traffic and is assessed per access minute switched through the tandem.

# (3). <u>Direct Transport</u>

Direct Transport provides a dedicated transmission path from the serving wire center of the Customer's POP to an end office. This transmission path is dedicated to the use of a single Customer.

The Direct Transport Channel Mileage Termination rate element provides for the termination of the interoffice facility at each end of the Direct Transport service.

The Direct Transport Channel Mileage rate element provides for the interoffice transmission facilities between designated offices. The channel mileage charges apply per mile of interoffice transport.

DS1 facilities are available for Switched Transport - Entrance Facilities and for Switched Transport - Direct Transport Facilities. A DS1 facility is capable of transmitting electrical signals at a normal 1.544 Mbps, with the capability to channelize up to twenty-four (24) voice-frequency transmission paths.

### 3.1. <u>Access Services</u> (cont'd)

## 3.1.2. <u>Standard Rate Categories</u> (cont'd)

#### B. Carrier Common Line

Carrier Common Line charges apply to both originating and terminating access minutes of use.

## 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, which is applied on a per MOU basis.

### (1). <u>Local Switching</u>

The Local Switching rate element provides for:

- a. the use of end office switching equipment;
- b. the terminations for and use of 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.

#### (2). Shared End Office Trunk Port

The Shared End Office Trunk Port provides for the termination of Tandem Switched Transport access minutes to an end office.

#### 3.1. <u>Access Services</u> (cont'd)

## 3.1.2. <u>Standard Rate Categories</u> (cont'd)

## D. <u>Switched Transport Multiplexing</u>

#### (1). Common Multiplexing

Common Multiplexing is assessed on a per minute basis at the access tandem for all switched access minutes that are transported over Tandem-Switched Transport between the end office and the access tandem. The Common Multiplexing charge applies whenever the Tandem Switching rate applies, except when switched access is provided in conjunction with a cellular carrier, which is directly connected to the access tandem.

### (2). <u>Dedicated Multiplexing</u>

Dedicated Multiplexing is applied to Direct Transport Facilities and is assessed on a monthly basis.

### 3.1.3. Other Rate Categories

#### A. 800 Data Base Access Service

### (1). <u>Customer Identification and Delivery Charge</u>

The 800 Data Base Access Service Customer Identification Charge applies for the identification of the appropriate Customer and for the delivery of the dialed 800 ten-digit number. The charge is assessed to the Customer on a per query 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 State of Pennsylvania.

#### 3.2. Miscellaneous Services

# 3.2.1. <u>Presubscription</u>

A. Presubscription is an arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IXC) to access, without an access code, for intraLATA and interLATA calls subject to the Company's FCC Access Tariff. This IXC is referred to as the end user's Primary Interexchange Carrier (PIC).

Prior to a request for presubscription, all end user Customers will be PIC'd to the Company long distance service.

B. Presubscription will be offered to any IXC, upon a written bona fide request, within one hundred eighty (180) days of receipt of the bona fide request.

Interexchange carriers must execute the Company-provided Participation Questionnaire and Non-Disclosure Agreement to request presubscription.

- C. At the request of a new or existing end user served by a Feature Group D end office where presubscription has been implemented, the Company will provide a list of IXCs the end user may select as its PIC. At no charge for the initial selection, the Customer may choose either of the following options.
- (1). Designate an IXC as a PIC and dial 101XXXX to reach other IXCs.
- (2). Designate that they do not want to be presubscribed to any IXC and choose to dial 101XXXX for all calls to all IXCs.

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 applies. This charge is billed to the end user.

## 3. SERVICE DESCRIPTIONS (cont'd)

#### 3.2. Miscellaneous Services (cont'd)

# 3.2.2. <u>Billing Name and Address Service</u>

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 market activity such as market surveys or direct marketing by mail or 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. The requested information will be provided by fax or by mail as is appropriate.

BNA information is furnished for originating calls dialed with a 101XXXX access code, sent-paid, collect, and bill to third number.

A request for BNA should be mailed or faxed to the Company. The Company will provide the response by fax or by first class U.S. Mail within ten (10) business days.

The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's records, including non-published and non-listed numbers. 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.

The Company will provide the most current BNA information resident in its database. 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.

#### 3.2. <u>Miscellaneous Services</u> (cont'd)

# 3.2.2. <u>Billing Name and Address Service</u> (cont'd)

## A. <u>Obligations of the Customer</u>

- (1). With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.
- (2). The Customer shall institute adequate internal procedures to insure that BNA information, including that related to 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. 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.
- (3). 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.
- (4). When the Customer orders BNA Service for both interstate and intrastate messages and where the recorded message detail is not sufficient to determine the jurisdiction, the projected percentage of interstate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage from 100 (100 projected interstate percentage = intrastate percentage) as the projected intrastate percentage.

This whole number percentage will be used by the Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth following.

#### 3.2. <u>Miscellaneous Services</u> (cont'd)

### 3.2.2. <u>Billing Name and Address Service</u> (cont'd)

#### A. <u>Obligations of the Customer</u> (cont'd)

- **(4)**. Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional report. The Customer shall forward to the Company, to be received no later than twenty (20) calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three (3) months ending the last day of December, March, June and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three (3) months= billing and will be effective on the bill date in the following month (e.g., February, May, August and November). 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 percentages to be the same as those 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 percentages to be an even 50/50 split.
- (5). The Company shall use reasonable efforts to provide accurate and complete lists. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

#### B. Rate Regulations

- (1). Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis, and for establishment of a Master List for a Customer.
- (2). A charge applies for each request for BNA information for a telephone number provided on a manual basis.

The Company will keep a count of the requests and of the messages processed. The Company will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests and messages.

(3). When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

# 4. RATES AND CHARGES

# 4.1 <u>Non-Recurring Charges</u>

4.1.1.	Service Order Charge	
	Business Installation - Per Line/Trunk	\$50.00
4.1.2.	Restoral Charge	\$35.00
4.1.3.	Moves, Adds, and Changes Charge	\$35.00
4.1.4.	Premises Visit Charge (Hourly Charge)	\$40.00
4.1.5.	Central Office Line Charge	\$35.00
4.1.6.	Primary Interexchange Carrier Change (PICC) Charge	
	Single Line Multi Line	\$ 0.53 \$ 2.75
4.1.7.	Remote Call Forwarding	\$16.61
4.1.8.	Bad Check Charge	\$35.00

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4.	RATES AND CHARGES (cont'd)	
4.2.	Carrier Access Charges	
4.2.1.	Carrier Common Line	
	Originating, per minute Terminating, per minute	\$0.00000 \$0.00000
4.2.2.	Transport	
	A. Entrance Facility (Per DS1)	
	Monthly recurring	\$ 227.00
	Nonrecurring First	\$1,010,00
	Additional	\$1,010.00 \$ 950.00
	B. Direct Transport (Per DS1)	
	Dedicated Transport - Termination	
	Monthly recurring	\$ 81.00
	Nonrecurring	
	First	\$ 310.00
	Additional	\$ 250.00
	Dedicated Transport - Facility, per mile	\$ 25.00
	Dedicated Tandem Port, per port	\$ 133.80
	Dedicated Trunk Port, per port	\$ 120.25

# 4. RATES AND CHARGES (cont'd)

# 4.2. <u>Carrier Access Charges</u> (cont'd)

# C. Common Transport

Access Order Charge	\$ 60.00
Nonrecurring Trunk Charges First Additional	\$ 115.00 \$ 40.00
Tandem Switched Transport - Termination, per minute	\$0.000244
Tandem Switched Transport - Facility, per minute, per mile	\$0.000044
Tandem Switching, per minute	\$0.001033
Common Transport Multiplexing (CMUX), per minute	\$0.000042
Common Trunk Port (CTP), per minute	\$0.000369
Interconnection Charge, per minute	\$0.000000
Network Blocking, per blocked call	N/A

4.	RATES AND CHARGES (cont'd)
4.2.	Carrier Access Charges (cont'd)

# D. Host/Remote Transport

Host/Remote Transport - Termination, per minute	\$0.000699
Host/Remote Transport - Facility, per minute, per mile	\$0.000040
Host/Remote Transport Multiplexing (CMUX), per minute	\$0.000000
Host/Remote Trunk Port (CTP), per minute	\$0.000369

# E. Local Switching

Originating, per minute	\$0.005820
Terminating, per minute	\$0.005820

F. Information Surcharge (per minute) \$0.000000

G. 800 Query (per query) \$0.002294