CAPTION SHEET

E MANAGEMENT SYSTEM

REPORT DATE: 00/00/00

2. BUREAU: FUS

3. SECTION(S):

APPROVED BY: DIRECTOR: SUPERVISOR:

6. PERSON IN CHARGE:

8. DOCKET NO: A-311413

4. PUBLIC MEETING DATE:

00/00/00

7. DATE FILED: 06/16/06

: 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: KENTUCKY DATA LINK INC

COMP/APP COUNTY:

UTILITY CODE: 311413

ALLEGATION OR SUBJECT

APPLICATION OF KENTUCKY DATA LINK INC FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY TELECOMMUNICATIONS SERVICES TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA AS AN INTEREXCHANGE TOLL FACILITIES-BASED CARRIER.......

DOCUMENT **FOLDER**



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ORIGINAL A311413

June 9, 2006

Secretary
Pa. Public Utility Commission
Commonwealth Keystone Building
Second Floor – Room N201
Harrisburg, PA 17120

RE: Application by Kentucky Data Link, Inc. - Clarification Letter

Attn: Secretary

Kentucky Data Link, Inc. ("KDL") filed an application for authority to operate as a Competitive Local Exchange Carrier, Competitive Access Provider, and Interexchange Toll Facilities-Based Carrier on April 20, 2006. As clarification, KDL is only requesting authority to operate in the service territory of Verizon PA and Verizon North.

A copy of this letter clarifying KDL's request has been served on every ILEC listed on the attached service sheet, the Consumer Advocate, and the Small Business Advocate.

If you have any questions regarding this clarification, please contact me at (812) 456-1216 or you can reach me by e-mail at rrouch@cinergycom.com. Thank you for your time and attention.

Best regards,

Rebekah Rouch

Regulatory Affairs Specialist

cc: Consi

Consumer Advocate Small Business Advocate All ILECs in Pennsylvania



ORIGINAL

April 19, 2006

A-311413

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June 16 dont

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

Secretary
Pa. Public Utility Commission
Commonwealth Keystone Building
Second Floor – Room N201
Harrisburg, PA 17120

RE:

Application by Kentucky Data Link, Inc. for authority to operate as a Competitive Local Exchange Carrier, Competitive Access Provider, and Interexchange Toll Facilities-Based Carrier

Attn: Secretary

Enclosed are one original and three copies of an Application for authority to operate as a Competitive Local Exchange Carrier, Competitive Access Provider, and Interexchange Toll Facilities-Based Carrier filed by Kentucky Data Link, Inc ("KDL"). A check for the filing fee of \$250.00 which is made payable to "Commonwealth of Pennsylvania" is also enclosed.

With this filing KDL is seeking approval to operate as a local exchange and exchange access service provider in the state of Pennsylvania. Simultaneously with this filing, copies of the application have been mailed to the Office of Consumer Advocate, the Office of Small Business Advocate, and all Incumbent Local Exchange Carriers in the state.

Please acknowledge receipt of this transmittal by returning a date-stamped copy of the enclosed cover letter duplicate in the self-addressed, stamped envelope included for this purpose.

If you have any questions regarding this submission, please contact me at (812) 456-1216 or you can reach me by e-mail at rrouch@cinergycom.com. Thank you for your time and attention.

DOCUMENT FOLDER

Best regards,

Rebekah Rouch

Regulatory Affairs Specialist

cc: Consumer Advocate

Small Business Advocate All ILECs in Pennsylvania

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June 160 APR 1-19 2006 dat PUC-377 Rev. 05/04

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Kentucky Data Link, Inc. , t/a $\frac{A-311413}{}$

for approval to offer, render, furnish or supply telecommunications services to the public in the Commonwealth of Pennsylvania.

1. **IDENTITY OF THE APPLICANT**: The name, address, telephone number, and fax number of the Applicant.

Kentucky Data Link, Inc. 1419 W. Lloyd Expressway Evansville, IN 47710 Telephone – (877) 700-4535 Facsimile – (812) 759-1647 DOCUMENT FOLDER

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

N/A

2. ATTORNEY: The name, address, telephone number, and fax number of the Applicant's attorney.

John Chuang Corporate Counsel 8829 Bond Street Overland Park, KS 66214 Telephone – (913) 754-3339 Facsimile – (812) 759-1647



and the state of t

3. CONTACTS:

A) APPLICATION: The name, title, address, telephone number, and fax number of the person to whom questions about this application should be addressed.

Rebekah Rouch Regulatory Affairs Specialist 1419 W. Lloyd Expressway Evansville, IN 47710 Telephone – (812) 456-1216 Facsimile – (812) 759-6736 B) PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA): The name, title, address, telephone number and FAX number of the person with whom contact should be made by PEMA (Pennsylvania Emergency Management Agency).

Kevin Tanner
Director Network Planning
1419 W. Lloyd Expressway
Evansville, IN 47710

Telephone: (812) 456-1269 Facsimile: (812) 456-4731

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

Rebekah Rouch Regulatory Affairs Specialist 1419 W. Lloyd Expressway Evansville, IN 47710 Telephone – (812) 456-1216 Facsimile – (812) 759-6736

Alternate: John Chuang Corporate Counsel 8829 Bond Street Overland Park, KS 66214 Telephone – (913) 754-3339 Facsimile – (812) 759-1647

4. FICTITIOUS NAME:

Żί	The Applicant will not be using a fictitious name.
	The Applicant will be using a fictitious name. Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. §311, Form PA-953.

5. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:

The Applicant is a sole proprietor.
The Applicant is a:
☐ General partnership
☐ Domestic limited partnership (15 Pa. C.S. §8511)
□ *Foreign limited partnership (15 Pa. C.S. §8582)

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PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

5.	(Continued)
	☐ Domestic registered limited liability partnership (15 Pa. C.S. §8201)
	*Foreign registered limited liability general partnership (15 Pa. C.S. §8211
	☐ The Applicant is a:
	☐ Domestic corporation (15 Pa. C.S. §1306)
	*Foreign corporation (15 Pa. C.S. §4124)
	☐ Domestic limited liability company (15 Pa. C.S. §8913)
	☐ *Foreign limited liability company (15 Pa. C.S. §8981)
	*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.
	National Registered Agents, Inc. 600 N 2 nd St., Ste 500 Harrisburg, PA 17101
	Attach proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation or a Certificate of Organization.
	Exhibit A, attached hereto and incorporated herein by reference, includes the Applicant's Articles of Incorporation. Exhibit B, attached hereto and incorporated herein by reference, includes proof of compliance with the Pennsylvania Department of State.
	The Applicant is incorporated in the State of Kentucky .
	Give name and address of officers:
	John Greenbank, President, 1419 W. Lloyd Expressway, Evansville, IN 47710
	Cole Hawks, Executive Vice President and Secretary, 8829 Bond Street, Overland Park, KS 66214
	Lohn Weber, Vice President, C.F.O and Treasurer, 8829 Bond Street, Overland Park, KS 66214
	Ed Corr, Vice President of Tax, 8829 Bond Street, Overland Park, KS 66214

	, ,	cant has no affiliates doing business in Pennsylvania or sors which have done business in Pennsylvania.
	which hav affiliates.	cant has affiliates doing business in Pennsylvania or predecessors re done business in Pennsylvania. Name and address of the State whether they are jurisdictional public utilities. Give docket for the authority of such affiliates.
	Pennsylvania	nt or an affiliate has predecessors who have done business within a, give name and address of the predecessors and state whether isdictional public utilities. Give the docket numbers for the authority ecessors.
	Applicant doe within Penns	es not have any predecessors or affiliates who have done business ylvania.
7.		AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE NNSYLVANIA:
		cant has no affiliates rendering or predecessors which rendered ity service outside Pennsylvania.
	utility serv	cant has affiliates rendering or predecessors which rendered public rice outside Pennsylvania. Name and address of the affiliates and sors (please identify affiliates versus predecessors).
	Affiliates –	Cinergy Communications Company, 8829 Bond Street, Overland Park, KS 66214 Cinergy MetroNet, Inc., 5856 West 74 th Street, Indianapolis, IN 46278 Kentucky Data Link, Inc. d/b/a Cinergy Networks, 1419 W. Lloyd Expressway, Evansville, IN 47710

AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

6.

8.	APPLICANT'S PRESENT OPERATIONS: (Select and complete the appropriate statement)					
	☑ The applicant is not presently doing business in Pennsylvania as a public utility.					
	☐ The applicant is presently doing business in Pennsylvania as a:					
	☐ Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)					
	☐ Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)					
	 Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data) 					
	☐ Competitive Local Exchange Carrier:					
	☐ Facilities-Based					
	☐ UNE-P					
	☐ Data Only					
	Reseller					
	☐ Incumbent Local Exchange Carrier.					
	Other (Identify).					

PUC-377 Rev. 05/04

9.	APPLI	CANT'S PROPOSED OPERATIONS: The Applicant proposes to operate as.
		Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
	X	Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
	×	Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
	\boxtimes	Competitive Local Exchange Carrier:
		▼ Facilities-based
		☐ UNE-P
		☐ Data Only
		☐ Reseller
		Incumbent Local Exchange Carrier
		Other (Identify).

OOFD OPED ATIONS. The Applicant property to appret and

10. PROPOSED SERVICES: Describe in detail the services which the Applicant proposes to offer. If proposing to provide more than one category in Item #9, clearly and separately delineate the services within each proposed operation. If proposing to operate as a facilities-based Competitive Local Exchange Carrier, provide a brief description of the Company's facilities.

Applicant seeks state-wide authority in Pennsylvania to provide facilities-based and resold local exchange and exchange access telecommunication services. Applicant intends to offer its services throughout the State of Pennsylvania through the use of its own facilities, leased facilities, and through a combination of these provisioning methods. Initially, Kentucky Data Link, Inc. will provide leased capacity along its fiber optic network in Pennsylvania to interexchange carriers ("IXCs"), competitive access providers ("CAPs"), cable television providers, and competitive local exchange companies ("CLECS"). Applicant will provide leased bandwidth at the following levels: DS-1 through OC-48. At each of Applicant's point-of-presence ("POP") locations, Applicant's fiber is connected to OC-48 transmission equipment in a SONET configuration that provides a high level of diversity and survivability. Applicant supports its network with a centralized control center in Madisonville, Kentucky, capable of monitoring network traffic for provisioning and maintenance. Applicant will rely upon its existing personnel and technological resources to furnish its proposed services. All services are available 24 hours a day/7 days per week.

Kentucky Data Link, Inc. is requesting authority to operate as an Interexchange Toll Facilities-based carrier, a Competitive Access Provider, and a Facilities-based CLEC in order to adequately provide all the services listed in the previous paragraph.

11. SERVICE AREA: Describe the geographic service area in which the Applicant proposes to offer services. Clearly and separately delineate the service territory for each category listed in Item #9. For Competitive Local Exchange Carrier operations, you must name and serve the Incumbent Local Exchange Carriers in whose territory you request authority.

Kentucky Data Link, Inc. requests statewide authority for operating as an Interexchange Toll Facilities-Based carrier and a Competitive Access Provider. When operating as a Facilities-Based CLEC, Applicant requests authority to operate throughout Verizon North, Inc. and Verizon Pennsylvania, Inc.'s combined territory in the state of Pennsylvania.

12. MARKET: Describe the customer base to which the Applicant proposes to market its services. Clearly and separately delineate a market for each category listed in Item #9.

While operating as a Competitive Local Exchange Company and an Interexchange Toll Facilities-Based Carrier, the Company will market its services to business customers. While operating as a Competitive Access Provider, the Company will market its services to other Interexchange carriers and other Competitive Local Exchange Carriers.

13. PROPOSED TARIFF(S): Each category of proposed operations must have a separate and distinct proposed tariff setting forth the rates, rules and regulations of the Applicant. Every proposed tariff shall state on its cover page the nature of the proposed operations described therein, i.e., IXC Reseller, CLEC, CAP, or IXC Facilities-based. A copy of all proposed tariffs must be appended to each original and duplicate original and copy of Form 377.

Attached hereto and incorporated herein by reference are Exhibits C and D. Exhibit C is Applicant's CLEC tariff and Exhibit D is Applicant's Competitive Access Provider tariff. Pursuant to Section 3018 of Act 183 of 2004, Applicant is choosing to detariff its interexchange services. Therefore, no tariff will be filed for KDL's facilities-based interexchange services.

14. FINANCIAL: Attach the following to the Application:

A general description of the Applicant's capitalization and, if applicable, its corporate stock structure;

Kentucky Data Link, Inc. is a wholly owned subsidiary of Q-Comm Corporation. Therefore, one hundred percent of all stock is owned by Q-Comm Corporation.

Current balance sheet, Income Statement, and Cash Flow Statement of Applicant or Affiliated Company, if relying on affiliate for financial security;

Applicant's current balance sheet, income statement, and cash flow statements are attached hereto and incorporated herein by reference as Exhibit E. Exhibit E is filed contemporaneously herewith under seal as Confidential.

A tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania; provide the name, title, address, telephone number and fax number of the Applicant's custodian for its accounting records and supporting documentation; and indicate where the Applicant's accounting records and supporting documentation are, or will be, maintained.

Custodian of Accounting Records Ed Corr, Vice-President of Tax 8829 Bond Street Overland Park, KS 66214 Telephone: (913) 754-3305 Facsimile: (812) 759-6823

Applicant's accounting records and supporting documentation will be maintained in the state of Kansas at the above-listed address. Kentucky Data Link, Inc. does not anticipate that it will receive any income in the first year due to the amount of time needed to expand its network into the state of Pennsylvania.

If available, include bond rating, letters of credit, credit reports, insurance coverage and reports, and major contracts.

Not applicable

- **START DATE:** The Applicant proposes to begin offering services on or about the Second quarter of 2007.
- 16. FURTHER DEVELOPMENTS: Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

Not applicable

17. NOTICE: Pursuant to 52 Pa. Code §5.14, you are required to serve a copy of the signed and verified Application, with attachments, on the below-listed parties, and file proof of such service with this Commission:

Office of Consumer Advocate 555 Walnut Street 5th Floor, Forum Place Harrisburg, PA 17101-1923 Office of Small Business Advocate Commerce Building, Suite 1102 300 North Second Street Harrisburg, PA 17101 A certificate of service must be attached to the Application as proof of service that the Application has been served on the above-listed parties. A copy of any Competitive Local Exchange Carrier Application must also be served on any and/or all Incumbent Local Exchange Carrier(s) in the geographical area where the Applicant proposes to offer services.

A certificate of service is attached hereto and incorporated herein by reference as Exhibit F.

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

Applicant makes no claim to a particular status of the Federal Telecommunications Act of 1996.

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

Neither the Applicant, an affiliate, a predecessor, or any person identified in this Application has been convicted of a crime involving fraud or any similar activity.

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

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

Applicant:	
MID	
By:	
John Greenbank	

Title: President

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

	AFFIDA	/IT	
[Commonwealth/State] of Indiana	:		
County of Vanderburgh	; ;	SS.	
John Greenbank	, Affiant, being duly [swore	n/affirmed] according to la	aw, deposes and says that:
Affiant is the President	(Office of Affiant) of _	Kentucky Data Link, Inc	c. (Name of Applicant;)
That Affiant is authorized to and do	oes make this affidavit for	said corporation;	
That Kentucky Data Link, Inc. serve or to continue to serve the posthis Application consistent with the Pennsylvania Consolidated Statute or with other applicable statutes or	ublic by virtue of the Appli Public Utility Code of the es; with the Federal Telec	cant commencing the rer Commonwealth of Penns	ndering of service pursuant to sylvania, Title 66 of the
That <u>Kentucky Data Link, Inc.</u> technical, managerial, and financia Pennsylvania and that the Applica decisions of the Pennsylvania Pub	al fitness to render public on twill abide by all application	itility service within the C	ommonwealth of
That <u>Kentucky Data Link, Inc.</u> 911 Coordinator(s) via certified lett and that arrangements will be undended that arrangements will be undended to be underestifies Affiant has attached a copportanted	ter, from the list provided the er way for the provisioning to be provided, when applice	rom the PUC web site (h g of emergency 911 servi ant is ready to begin pro	ttp://www.puc.paonline.com), ce in each of the viding service. The applicant
That the facts above set forth are t that Affiant expects said entity to b	true and correct to the bes se able to prove the same	it of Affiant knowledge, in at any hearing thereof.	formation and belief, and
Sworn and subscribed before me t	this 114b day of	april	Signature of Affiant , 2006 nth Year
,		Circly	Swinan
		Signature	of official administering oath
	Му С	ommission expires	30/108

23. §1.36 Verification.

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Verification

APR 1 9 2006

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

I, John Greenbank, hereby state that the facts above set fort	h
are true and correct (or are true and correct to the best of my knowledge	∋,
information and belief), and that I expect to be able to prove the same a	t a
hearing held in this matter. I understand that the statements herein are	
made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworr	7
falsification to authorities).	

Date

Signature

911 Coordinators List

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PA PUBLIC UTILITY COMMISSION SECRETARY'S BUTTEAU

Adams County

Donna Powers - 911 Coordinator 230 Greenamyer Lane Gettysburg, PA 17325-2313 Email: dpowers@adamscounty.us

Office Phone: 717-334-8603

Fax: 717-334-1822

Allegheny County

Robert Harvey - 911 Coordinator 400 North Lexington Street Pittsburgh , PA 15208-2521

Email: rharvey@county.allegheny.pa.us

Office Phone: 412-473-3372

Fax: 412-473-2589

Allentown, City of

John O'Keefe - 911 Coordinator 1304 Fairview Street Allentown, PA 18102

Email: okeefe@allentowncity.org Office Phone: 610-437-7771

Additional Phone: 610-437-8715/8716

Fax: 610-437-8718

Armstrong County

Marie Mores - 911 Coordinator 450 East Market Street Kittanning, PA 16201-1409

Email: msmores@co.armstrong.pa.us

Office Phone: 724-548-3225

Fax: 724-548-3243

Beaver County

Wesley Hill - 911 Coordinator 250 East End Avenue Beaver, PA 15009

Email: kjoy@co.beaver.pa.us Office Phone: 724-775-1700

Fax: 724-775-1163

Bedford County

Pam Cober - 911 Coordinator 130 Vondersmith Avenue Bedford, PA 15522

Email: bedema@bedford.net

Office Phone: 814-623-1878

Fax: 814-623-0799

Berks County

Daphne Miller - 911 Coordinator 18th Floor 33 North 6th Street Reading, PA 19601 Email: dmiller@countyofberks.com

Office Plane (10 (55 4001

Office Phone: 610-655-4901

Fax: 610-655-4999

Bethlehem, City of

Frederick Mill - 911 Coordinator 10 East Church Street Bethlehem, PA 18018-6025 Email: millfrep@bethlehem-pa.gov Office Phone: 610-865-7187

Additional Phone: 610-865-7155

Fax: 610-865-7389

Blair County

Scott Beveridge - 911 Coordinator 615 4th Street Altoona, PA 16602

Email: sbeveridge@winbeam.net Office Phone: 814-940-5900

Fax: 814-940-5907

Bradford County

Karin Niemeyer - 911 Coordinator R. D. # 1 Box 179-C

Towanada, PA 18848

Email: bc911@mail.bradfordco.org

Office Phone: 570-265-9101

Fax: 570-265-4774

Bucks County

Brenton Wiggins - 911 Coordinator Administration Building Broad & Court Streets Doylestown, PA 18901

Email: btwiggins@co.bucks.pa.us Office Phone: 215-348-6626

Fax: 215-348-6689

Butler County

Frank Matis - 911 Coordinator 309 Sunnyview Circle Butler, PA 16001-3549

Email: fmatis@co.butler.pa.us Office Phone: 724-284-5211

Fax: 724-287-8024

Cambria County

Carol Peretin - 911 Coordinator 401 Candlelight Drive Suite 100

Ebensburg, PA 15931

Email: cperetin@co.cambria.pa.us Office Phone: 814-472-2050

Fax: 814-472-1439

Cameron County

Kevin Johnson - 911 Coordinator 20 E. 5th Street Emporium, PA 15834

Email: camoes@zitomedia.net Office Phone: 814-486-9352

Fax: 814-486-1139

Carbon County

Mary Kruzik - 911 Coordinator 1264 Emergency Lane Nequehoning . PA 18240 Email: cc911mpk@ptd.net Office Phone: 570-325-9123

Fax: 570-325-9121

Centre County

Dan Tancibok - 911 Coordinator Willowbank Office Building 420 Holmes Street Bellefonte, PA 16823

Email: datancib@co.centre.pa.us Office Phone: 814-355-6800

Fax: 814-355-6776

Chester County

Edward Atkins - 911 Coordinator Government Serivce Center 601 Westtown Road, Suite 12

West Chester, PA 19380-0990 Email: eatkins@chesco.org Office Phone: 610-344-5000

Fax: 610-344-5050

Clarion County

Marcie Emhoff - 911 Coordinator 421 Madison Road Clarion, PA 16214 Email: memhoff@oes.clarion.pa.us

Office Phone: 814-226-1172

Clearfield County

William Swatsworth - 911 Coordinator 911 Leonard Street

Clearfield, PA 16830-3245 Email: emal@clearfieldco.org Office Phone: 814-765-5357

Fax: 814-768-9920

Clinton County

Kevin Fanning - 911 Coordinator 22 Cree Drive Lock Haven, PA 17745

Email: kfanning@clintoncountypa.com

Office Phone: 570-893-4096

Fax: 570-893-4044

Columbia County

Irene Miller - 911 Coordinator Court House P.O. Box 380 Bloomsburg, PA 17815

Email: imiller@columbiapa.org Office Phone: 570-784-6300

Fax: 570-784-2975

Crawford County

Stephen Watt - 911 Coordinator 903 Diamond Park Meadville, PA 16335

Email: swatt@co.crawford.pa.us Office Phone: 814-724-8110

Fax: 814-724-2563

Cumberland County

Theodore Wise - 911 Coordinator 1 Courthouse Square Carlisle, PA 17013 Email: twise@ccpa.net

Office Phone: 717-240-6400 Additional Phone: 717-532-4078

Fax: 717-240-6406

Dauphin County

John Harlacker - 911 Coordinator 911 Gibson Boulevard Steelton, PA 17113-1988 Email: ibarlacker@douphing.org

Email: jharlacker@dauphinc.org Office Phone: 717-558-6800

Fax: 717-558-6850

Delaware County

James Knapp - 911 Coordinator Government Center Building 360 N. Middletown Road Media, PA 19063-5594

Email: jknapp@co.delaware.pa.us Office Phone: 610-891-5400

Fax: 610-891-5401

Elk County

Berniece Jarbeck - 911 Coordinator Court House P.O Box 448 Ridgway, PA 15853

Email: bjarbeck@ncentral.com Office Phone: 814-772-0006

Fax: 814-772-1697

Erie County

John Grappy - 911 Coordinator 1714 French Street Erie , PA 16501

Email: jgrappy@ecema.org
Office Phone: 814-451-7911
Additional Phone: 814-454-1197

Fax: 814-451-7930

Fayette County

L. Guy Napolillo - 911 Coordinator 24 East Main St., 4th Floor Uniontown, PA 15401 Email: gnapolillo@fcema.org Office Phone: 724-430-1277 Additional Phone: 724-430-9114

Fax: 724-430-1281

Forest County

Jack Kennedy - 911 Coordinator R. D. # 1

Tidioute, PA 16351

Email: fcsheriff@co.forest.pa.us Office Phone: 814-755-3541

Fax: 814-755-4404

Franklin County

Jerry Flasher - 911 Coordinator Court House 157 Lincoln Way East Chambersburg, PA 17201 Email: jflasher@co.franklin.pa.us Office Phone: 717-264-2813

Fax: 717-267-2813

Fulton County

Vince Joyce - 911 Coordinator 116 West Market Street Suite 102 McConnellsburg, PA 17233 Email: vjoyce@fultoncntypa.org Office Phone: 717-485-3201

Fax: 717-485-3767

Greene County

Jo Lewis - 911 Coordinator 55 West Greene Street Waynesburg, PA 15370-8070 Office Phone: 724-852-5205

Fax: 724-627-5342

Huntingdon County

John Harris - 911 Coordinator 530 Washington Street Huntingdon, PA 16652

Email: jharris@huntingdonboro.com

Office Phone: 814-643-6821

Fax: 814-643-2644

Indiana County

Paul Beatty - 911 Coordinator 85 Haven Drive Indiana . PA 15701

Email: pbeatty@indianacounty.org Office Phone: 724-349-9300

Fax: 724-465-3868

Jefferson County

Stephen Anderson - 911 Coordinator Emergency Services Building 560 Service Road Brookville, PA 15825

Email: jefferson911@alltel.net Office Phone: 814-849-3185

Fax: 814-849-1689

Juniata County

Allen Weaver - Acting 911 Coordinator PO Box 68

Mifflintown, PA 17059

Email: aweaver@co.juniata.pa.us Office Phone: 717-436-2181 Additional Phone: 717-436-8727

Fax: 717-436-7733

Lackawanna County

Thomas Dubas - 911 Coordinator 200 Adams Avenue Scranton, PA 18503

Email: dubast@lackawannacounty.org

Office Phone: 570-963-6700

Fax: 570-963-6529

Lancaster County

Michael Weaver - 911 Coordinator 28 South Charlotte Street PO Box 219 Manheim, PA 17545-0219

Email:

mweaver@lcwc.co.lancaster.pa.us

Office Phone: 717-664-1100

Fax: 717-664-1127 Lawrence County

Jeff Parish - 911 Coordinator

110 E. Lincoln Ave. New Castle, PA 16101, Office Phone: 724-656-4927

Lebanon County

Dan Kauffman - 911 Coordinator

Room 12

County-City Building Lebanon, PA 17042

Email: dan@lebanonema.org Office Phone: 717-272-7621

Fax: 717-272-9509

Lehigh County

Laurie Bailey - 911 Coordinator 455 West Hamilton Street Allentown, PA 18101

Email: lauriebailey@lehighcounty.org

Office Phone: 610-782-3087

Fax: 610-782-3428

Luzerne County

Alan Pugh - 911 Coordinator 100 Young Street Wilkes-Barre, PA 18711,

Email: AlanPugh@Luz911.com Office Phone: 570-826-3078

Fax: 570-826-3056

Lycoming County

Connie Turner - 911 Coordinator 542 County Farm Road Suite 101

Montoursville, PA 17754 Email: connie.turner@lyco.org Office Phone: 570-433-4461

Fax: 570-433-4435

McKean County

Jim Lewis - 911 Coordinator 17013 Route 6

Smethport, PA 16749

Email: mckean9113911@adelphia.net

Office Phone: 814-887-5070

Fax: 814-887-4910

Mercer County

Frank Jannetti, Jr. - 911 Coordinator 205 South Erie Street Mercer, PA 16137-1501

Email: fjannetti@mcc.co.mercer.pa.us

Office Phone: 724-662-6100 Additional Phone: 724-652-5826

Fax: 724-662-6145

Mifflin County

Philip Lucas, Jr. - 911 Coordinator 20 North Wayne Street Lewistown, PA 17044 Email: plucas@co.mifflin.pa.us

Office Phone: 717-248-9645 Additional Phone: 717-242-9113

Fax: 717-248-0300

Monroe County

Gary Hoffman - 911 Coordinator 100 Gypsum Road Stroudsburg, PA 18360

Email: ghoffman@monroeco911.com

Office Phone: 570-992-4500

Fax: 570-402-8890

Montgomery County

Stephen Keeley - 911 Coordinator 50 Eagleville Road Eagleville, PA 19403 Email: skeeley@mail.montcopa.org

Office Phone: 610-631-6509

Fax: 610-631-6536

Montour County

Walter Peters, III - 911 Coordinator 30 Woodbine Lane Danville, PA 17821

Email: montour@chilitech.net Office Phone: 570-271-3045 Additional Phone: 570-275-1721

Fax: 570-271-3078

Northampton County

Richard Teasdale - 911 Coordinator Greystone Building R8 Gracedale Avenue Nazareth . PA 18064-9278 Email: dteas@epix.net Office Phone: 610-746-3194

Fax: 610-746-3199

Northumberland County

Daniel Brida - 911 Coordinator Department of Public Safety 911 Greenough Street, Suite 2 Sunbury, PA 17801 Email: norry7@evenlink.com

Office Phone: 570-988-4441

Fax: 570-988-4546

Perry County

Larry Smeigh - 911 Coordinator PO Box 37

New Bloomfield, PA 17068 Email: Ismeigh@perryco.org

Office Phone: 717-582-2131 x2256

Fax: 717-582-5165

Philadelphia

Joe James - 911 Coordinator Department of Public Safety Room 632, City Hall Philadelphia, PA 19102

Email: Joseph.James@phila.gov Office Phone: 215-686-4444

Fax: 215-686-9639

Pike County

J. Bernard Swartwood - 911 Coordinator Administration Building 506 Broad Street Milford, PA 18337

Email: 911@pikepa.org Office Phone: 570-296-3465

Fax: 570-296-3550

Potter County

John Hetrick - 911 Coordinator 24 Maple View Lane Coudersport, PA 16915 Email: jhetrick@zitomedia.net Office Phone: 814-274-8900 Additional Phone: 814-274-8184

Fax: 814-274-8901

Schuylkill County

Scott Krater - 911 Coordinator 435 North Centre Street Pottsville, PA 17901

Email: skrater@co.schuylkill.pa.us Office Phone: 570-621-9911

Fax: 570-621-9999

Snyder County

Chad Aucker - 911 Coordinator RR #1 Box 130-K Selinsgrove, PA 17870

Email: caucker@snydercounty.org

Office Phone: 570-372-0535

Fax: 570-837-1859

Somerset County

David Fox - 911 Coordinator 111 East Union Street Somerset . PA 15501

Email: foxd@co.somerset.pa.us Office Phone: 814-445-1525 Additional Phone: 814-893-5163

Fax: 814-443-1090

Sullivan County

Merri Montgomery - 911 Coordinator

Court House

Laporte, PA 18626 Email: suldes@epix.net Office Phone: 570-946-5010

Fax: 570-946-4122

Susquehanna County

Arthur Donato - 911 Coordinator County Office Building 31 Public Avenue Montrose, PA 18801 Email: 911@susq911.com Office Phone: 570-278-4600 Additional Phone: 570-278-4221

Fax: 570-278-9269

Tioga County

David Cohick - 911 Coordinator Court House 118 Main Street Wellsboro, PA 16901 Email: tclepc@epix.net Office Phone: 570-724-9110

Fax: 570-724-6819

Union County

Thomas Hess - 911 Coordinator 103 South Second Street Lewisburg, PA 17837-1996 Email: thess@unionco.org Office Phone: 570-523-3201 Additional Phone: 570-568-6483

Fax: 570-524-8708

Venango County

Steve Rembold - Acting 911 Coordinator 1052 Grandview Road Oil City, 16301

Email: srembold@co.venango.pa.us

Office Phone: 814-677-0325

Fax: 814-677-7459

Warren County

Kenneth Klakamp - 911 Coordinator Court House 333 Hickory Street Warren, PA 16365

Email: kklakamp@warren-county.net

Office Phone: 814-723-8478

Fax: 814-723-7895

Washington County

Jeffrey Yates - 911 Coordinator 100 West Beau Street C-1

Washington, PA 15301

Email: yatesj@co.washington.pa.us

Office Phone: 724-228-6911

Fax: 724-223-4706

Wayne County

Marty Hedgelon - 911 Coordinator Courthouse Annex Honesdale, PA 18431-1996

Email: martyhedgelon@hotmail.com

Office Phone: 570-253-9458

Fax: 570-273-2943

Westmoreland County

Joseph Niedzalkoski - 911 Coordinator 911 Public Safety Road Greensburg, PA 15601

Email: jniedzal@co.westmoreland.pa.us

Office Phone: 724-600-7320 Additional Phone: 724-832-9491

Fax: 724-600-7356

Wyoming County

Chuck Story - 911 Coordinator 880 SR-6 West Tunkhannock, PA 18657 Email: chief140@prodigy.net Office Phone: 570-836-6161

Fax: 570-836-8887

York County

Audrey Rychalsky - 911 Coordinator 108 Pleasant Acres Road York, PA 17402

Email: arrychalsky@ycdes.org Office Phone: 717-840-2353

Fax: 717-840-7553

Exhibit A

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APR 1 9 2006

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU INC. TAX

RECEIVED AND HILLU

DATE	APR	1	3	1990

TIME"

DONALD W. BLEVINS FAYETTE COUNTY CLERK

11 31 AM "90

AMOUNT_

BY ___ARTICLES OF INCORPORATION

BREMER EHRLER SECRETARY OF STATE

OF

COMMONWEALTH OF KENTUCKY

KENTUCKY DATA LINK, INC.

- The corporation's name shall be KENTUCKY DATA LINK, INC.
 - The corporation's duration shall be perpetual.
- з. The corporation's purposes shall be to transact any and all business for which private corporations may be incorporated under KRS Chapter 271.B, including, but not limited to ownership and sale of data services and equipment of all kinds and all other lawful business which a corporation in this Commonwealth may conduct.
- 4. The corporation shall have authority to issue 2000 shares of stock without par value.
- 5. The address of the corporation's initial registered office and its principal office shall be:

2647 Regency Road Lexington, KY 40503

The name and address of the corporation's initial registered agent shall be A.D. WRIGHT, JR., 2647 Regency Road, Lexington, KY 40503.

The number of directors constituting the corporation's initial board of directors shall be three. Thereafter the number of directors shall be as fixed in the bylaws. The name and residence address of the initial members of the board of directors are as follows:

A.D. WRIGHT, JR.
611 Broadway
P.O. Box 1337
Paducah, KY 42001

MARTHA LAYNE COLLINS 2647 Regency Road P.O. Box 11890 Lexington, KY 40503

MICHAEL REYNOLDS 2220 Nicholasville Road Lexington, KY 40503

The directors of the corporation shall serve at the pleasure of the shareholders, and any director may be removed without cause by an affirmative vote of a majority of the shareholders, or by unanimous written consent of all the shareholders.

The officers of the corporation shall serve at the pleasure of the board of directors, and any officer may be removed without cause by an affirmative vote of a majority of the directors, or by unanimous written consent of all of the directors.

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

A.D. WRIGHT, JR. 2647 Regency Road Lexington, KY 40503

This 30 day of March, 1990.

A.D. WRIGHT,

STATE OF KENTUCKY COUNTY OF MCCRACKEN ... SCT.

Acknowledged, subscribed and sworn to before me by

A. D. WRIGHT, JR., this 30 day of March, 1990.

My commission expires

NOTARY FUBLIC

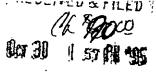
seal

This instrument prepared by:

Dorsey, Sullivan, King, Gray & Norment

.318 Second Street

Henderson, Kentucky 42420 (502) 826-3965



AMENDED AND RESTATED ARTICLES OF INCORPORATIONABBAGE OF KENTUCKY DATA LINK, INC.

Pursuant to KRS 271B.10-070, the undersigned corporation hereby executes the following Amended And Restated Articles Of Incorporation:

- (A) The name of the corporation is Kentucky Data Link, Inc.
- (B) The following Amended And Restated Articles Of Incorporation were adopted by the Shareholders of the corporation at a meeting held on October 23, 1995 in the manner prescribed by the Kentucky Business Corporation Act:
 - 1. The name of the corporation is Kentucky Data Link, Inc.
 - 2. The street address of the registered office of the corporation is 611 Broadway, Paducah, Kentucky 42001. The name of the registered agent is A. D. Wright, Jr.
 - The mailing address of the principal office of the corporation is 611 Broadway, Paducah, Kentucky 42001.
 - 4. The total number of shares of common stock which may issued by the corporation is 3,000 no par value.
 - 5. The business and affairs of the corporation are to be conducted by a board of directors, the number to be set in the manner provided in the Bylaws.
 - 6. No director shall be personally liable to the corporation or its shareholders for monetary damages for breach of his duties as a director except to the extent that the applicable law from time to time in effect shall provide that such liability may not be eliminated or limited. Neither the

amendment nor repeal of this section shall affect the liability of any director of the corporation with respect to any act or failure to act which occurred prior to the amendment or appeal. This section is not intended to eliminate or limit any protection otherwise available to the directors of the corporation.

(C) The designation and number of shares entitled to vote on this matter is 1,000 shares of common stock. Present at the meeting were shareholders representing 1,000 shares of the common stock of the Corporation and which constitute all of the shareholders entitled to vote on such Amended And Restated Articles Of Incorporation.

(D) The total number of votes cast by each voting group entitled to vote separately thereon for and against such amendment, respectively, was:

Number of Votes Cast
For Against

Voting Group

Common Shareholders

1,000

0

(E) The foregoing Amended And Restated Articles Of Incorporation supersede the original Articles Of Incorporation and all previous amendments thereto.

IN WITNESS WHEREOF, the undersigned duly authorized officer has executed these Amended And Restated Articles Of Incorporation on this the 24th day of October, 1995.

KENTUCKY DATA LINK, INC.

7:

A D Wright Ir President

COMMONWEALTH OF KENTUCKY COUNTY OF McCRACKEN

The foregoing was subscribed, sworn to, and acknowledged before me by A. D. Wright, Jr., President of Kentucky Data Link, Inc., on this Aday of October, 1995.

My commission expires: 10-7-97

Notary Public

Exhibit B

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PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU
206 NORTH OFFICE BUILDING
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.DOS.STATE.PA.US/CORPS

Kentucky Data Link, Inc.

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. PLEASE NOTE THE FILE DATE AND THE SIGNATURE OF THE SECRETARY OF THE COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE CORPORATION BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT <u>WWW.DOS,STATE.PA.US/CORPS</u> OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 575285

Rouch, Rebekah 1419 W Lloyd Expressway Evansville, IN 47710

PENNSYLVANIA DEPARTMENT OF STATE CORPORATION BUREAU

Application for Certificate of Authority (15 Pa.C.S.)

Foreign Business Corporation (§ 4124)
Foreign Nonprofit Corporation (§ 6124)

Rebekah Rouch the left. Address **C**= 1419 W. Lloyd Expressway Zip Code IN Evansville 47710

Decement will be returned to the name and address you eater to

Fee: \$250

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

The name of the corporation is:

Kentucky Data Unk, Inc.

- 2. Complete only when the corporation must adopt a corporate designator for use in Pennsylvania. The name which the corporation adopts for use in this Commonwealth is: NA
- 3. If the name set forth in paragraph 1 or 2 is not available for use in this Commonwealth, complete the following: The fictitious name which the corporation adopts for use in transacting business in this Commonwealth is: NA

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

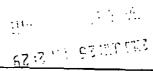
- 4. The name of the jurisdiction under the laws of which the corporation is incorporated in: Kentucky
- 5. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:

1419 W. Lloyd Expressway Evansville IN 47710 Number and street City State Zip

Commonwealth of Pennsylvania CERTIFICATE OF AUTHORITY 3 Page

PADEPT, OF STATE

JAN 0 3 2006



DSCB:15-4124/6124-2

6. The (a) address of this corporation's proposed registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:						
(a) Number and street	City	State PA	<i>Zi</i> p 17101	County Daubhn		
600 N 2nd St., Suite 500 (b) Name of Commercial Registe	Harrisburg	<u> </u>	County			
(b) Name of Commercial Registered Office Provider County c/o; National Registered Agents, Inc.						

7. Check one of the following:	
Business Corporation: The corporation is a corporation incorporated for a purpose or purposes involving pecuniary profit, incidental or otherwise.	
Nonprofit Corporation: The corporation is a corporation incorporated for a purpose or purposes not involving pecuniary profit, incidental or otherwise.	

corporation has Authority to b	NY WHEREOF, the undersigned a caused this Application for Certificate of a signed by a duly authorized officer thereof a December
1005	L DEGLERATER
Kentugky D	ata Link, Inc.
J M	Name of Corporation
President	Signature
-	Title

Exhibit C

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APR I 9 2006

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES GOVERNING THE PROVISION OF DEDICATED AND PRIVATE LINE FACILITIES-BASED AND RESOLD LOCAL EXCHANGE SERVICES WITHIN THE STATE OF PENNSYLVANIA

This Tariff applies to Local Exchange Telecommunications Services furnished by Kentucky Data Link, Inc., between one or more points within the State of Pennsylvania. This Tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 1419 W. Lloyd Expressway, Evansville, Indiana 47710.

Issued: Effective:

Issued By: John C. Greenbank, President Kentucky Data Link, Inc. 1419 W. Lloyd Expressway Evansville, IN 47710

CHECK SHEET

The pages of this Tariff are effective as of the date shown. The original and revised pages named below contain all changes from the original tariff and are in effect on the date shown.

<u>Page</u>	Revision	Page	Revision	Page	Revision
1	Original	37	Original	73	Original
2 3	Original	38	Original	74	Original
	Original	39	Original	75	Original
4	Original	40	Original	76	Original
5	Original	41	Original	77	Original
6	Original	42	Original	78	Original
7	Original	43	Original	79	Original
8	Original	44	Original	80	Original
9	Original	45	Original	81	Original
10	Original	46	Original	82	Original
11	Original	47	Original	83	Original
12	Original	48	Original	84	Original
13	Original	49	Original	85	Original
14	Original	50	Original	86	Original
15	Original	51	Original		
16	Original	52	Original		
17	Original	53	Original		
18	Original	54 55	Original		
19	Original	55 56	Original		
20	Original	56 57	Original		
21 22	Original	57 58	Original		
23	Original Original	50 59	Original Original		
24	Original	60	Original		
25	Original	61	Original		
26	Original	62	Original		
27	Original	63	Original		
28	Original	64	Original		
29	Original	65	Original		
30	Original	66	Original		
31	Original	67	Original		
32	Original	68	Original		
33	Original	69	Original		
34	Original	70	Original		
35	Original	71	Original		
36	Original	72	Original		
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Issued:

Effective:

Issued By:

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Issued:

Effective:

Issued By:

TARIFF FORMAT

- 1. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.A.
- Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.
- 3. <u>Paragraph Numbering Sequence</u> 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.l.
 - 2.1.1.A.1.a.l.i.
- 4. 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

Issued:

Effective:

Issued By: John C. Greenbank, President

Kentucky Data Link, Inc. 1419 W. Lloyd Expressway Evansville, IN 47710

SECTION 1 - EXPLANATION OF SYMBOLS

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

C - To signify all other changes.

D - To signify decreased rate.

I - To signify increased rate.

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Issued By: Joh

SECTION 2 - DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

Advance Payment

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

Access Services

The Company's interstate telephone services offered pursuant to this Tariff.

Authorized User

A person, firm, or corporation which is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

Catastrophic Interruption

A complete cable cut, an equipment enclosure fire, an explosion, or any other circumstance of an extraordinary and catastrophic nature.

Commission

Pennsylvania Public Utility Commission

Company

The term "Company" denotes Kentucky Data Link, Inc.

<u>Customer</u>

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

Dedicated or Private Line

A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

End User or User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Enhanced Services

Services offered over common carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol, or similar aspects of the Customer's transmitted information; and/or that provide Customer additional, different, or restructured information; and/or that is transmitted in packet format; and/or that offers the capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, making available, or interacting with information.

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Issued By:

SECTION 2 - DEFINITIONS (Cont'd)

ICB or Individual Case Basis

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

<u>LATA</u>

A Local Access and Transport 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. Tariff F.C.C. No. 4.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Network Service

Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Pennsylvania.

Non-Catastrophic Interruption

All interruptions other than Catastrophic Interruptions.

Service Commencement Date

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

Service Order

The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared

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

User

A Customer, joint user, or any other person authorized by a Customer to use service provided under this Tariff.

Issued:

Effective:

Issued By:

SECTION 3 - APPLICATION OF TARIFF

3.1 This Tariff applies to intrastate private line service supplied to Customers.

This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose 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.

Issued: Effective:

Issued By: John C. Greenbank, President

Kentucky Data Link, Inc. 1419 W. Lloyd Expressway Evansville, IN 47710

SECTION 4 - REGULATIONS

4.1 Undertaking of the Company

4.1.1 <u>Scope</u>

The Company undertakes to furnish dedicated and private line services in accordance with the terms and conditions set forth in this Tariff. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

4.1.2 Shortage of Facilities

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

4.1.3 Terms and Conditions

- A. 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.
- B. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- D. This Tariff shall be interpreted and governed by the laws of the State of Pennsylvania, regardless of its choice of laws provision.

Issued:

Effective:

4.1 <u>Undertaking of the Company</u> (Cont'd)

4.1.4 <u>Limitations on Liability</u>

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

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Effective:

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

Issued:

Effective:

Issued By: John C. Greenbank, President

4.1 <u>Undertaking of the Company</u> (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D. (Cont'd)

- 6. Changes in any of the facilities, operations, or procedures of the Company that render any equipment, facilities, or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities, or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- 7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities:
- Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 11. Any noncompletion of calls due to network busy conditions;
- 12. Any calls not actually attempted to be completed during any period that service is unavailable;
- 13. Any non-completion of communications, including, but not limited to, any inability to send, receive, or access enhanced services, such as electronic mail, voice mail, Internet sites, and data or application services.

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Issued By: John C. Greenbank, President

4.1 <u>Undertaking</u> of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- E. The Company shall be indemnified, defended, and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any equipment or facilities or the service.

Issued:

Effective:

4.1 <u>Undertaking of the Company</u> (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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4.1 <u>Undertaking of the Company</u> (Cont'd)

4.1.5 <u>Testing and Adjusting</u>

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

4.1.6 Provision of Equipment and Facilities

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

Issued:

Effective:

4.1 <u>Undertaking of the Company</u> (Cont'd)

4.1.7 Special Construction

Subject to the arrangement 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.

Special construction charges will be determined as described herein.

4.1.8 Ownership of Facilities

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

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4.2 Prohibited Uses

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

4.3 Obligations of the Customer

4.3.1 Customer Premises Provisions

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

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4.3 Obligations of the Customer (Cont'd)

4.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in Subsection A, preceding, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, for: (1) any loss, destruction, or damage to property of any third party; (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party; and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

Issued:

Effective:

4.4 <u>Customer Equipment and Channels</u>

4.4.1 <u>Interconnection of Facilities</u>

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.

4.4.2 Inspections

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B. If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

Issued:

Effective:

4.4 <u>Customer Equipment and Channels</u> (Cont'd)

4.4.3 Station Equipment

- A. Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.
- B. The Customer or other authorized user 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 Customer's expense.

4.4.4 Interconnection Provisions

Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

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4.5 <u>Customer Deposits and Advance Payments</u>

4.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit. All advance payments will be administered pursuant to 52 Pa §64.15.

4.5.2 Deposits

Α. The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit, which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two (2) months estimated usage for residential service and two (2) months for business service. The amount of the deposit may be adjusted at the request of the Customer, applicant, or the Company at any time when the character or degree of use of the service materially changes or when it is clearly established that the character or degree of use of service will materially change in the immediate future. The estimated charges for Customers shall be based on the average monthly billing of the past six (6) months to that Customer. The estimated deposit for an applicant may take into consideration past billing history for service of another carrier if service was provided within the State of Pennsylvania and within six (6) months of the application.

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4.5 <u>Customer Deposits and Advance Payments</u> (Cont'd)

4.5.2 <u>Deposits</u> (Cont'd)

- B. The Company may request that a maximum of 1/3 of the amount of a requested deposit from any customer be paid within twelve (12) days after the date of the request for deposit. An applicant may be requested to pay no more than 1/3 of the deposit amount prior to the establishment of service. At least two billing periods shall be allowed for the balance of the deposit. A Customer or applicant may, at their option, pay the deposit on a more expedited schedule.
- C. Deposits plus interest will be refunded to the Customer after twelve (12) consecutive months, so long as:
 - the Customer has paid any past due bill for service owed to the Company;
 - 2. service has not been discontinued for nonpayment;
 - 3. the Customer has not paid four (4) times; or
 - 4. the Company has not provided evidence that the Customer used a device or scheme to obtain service without payment.
- If the Company does not return a Customer's deposit after twelve
 (12) months, the Company shall provide the Customer with the reasons the deposit is being retained if the Customer so requests.

Issued: Effective:

4.5 Customer Deposits and Advance Payments (Cont'd)

4.5.2 Deposits (Cont'd)

- Ε. A deposit may be required in addition to an Advance Payment. If both a deposit and an advance payment are required then the total cannot exceed 2 1/2 times the average bill for the customer.
- F. Deposits plus interest shall be returned when service has been terminated for more than thirty (30) days, less the amount of unpaid bills, if any, for that service. A transfer of service from one premise to another within the area served by the Company shall not be deemed a termination of service by the Company if the class of service remains the same. When a deposit plus interest is applied to the liquidation of unpaid bills, the Company will provide the Customer with a statement showing the amount of the unpaid bill(s) liquidated by the deposit plus interest, and the balance remaining due either to the Customer or the Company.
- G. All deposit refunds will be by separate check and not by credits to the Customer's account, unless the deposit is used to pay the Customer's final bill, or the customer specifically requests that the deposit be put toward the account. When a deposit or portion of a deposit is refunded, the Company will issue a cancellation Notice. Refunds of less than one dollar (\$1.00) need not be issued.
- H. Interest shall be paid on all deposits held by the Company. The rate of interest will be paid at nine percent (9%) or at such interest rate as set forth by the Commission. In December of each year the Commission shall announce the rate of interest which shall be paid on all deposits held during all or part of the subsequent year. At the request of a Customer, the Company shall compute the accrued interest upon the deposit and pay such amount to the Customer. The Company need not make such payment more often than once in a twelve (12) month period, nor sooner than twelve (12) months after receipt of a deposit.

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Effective:

4.5 <u>Customer Deposits and Advance Payments</u> (Cont'd)

4.5.2 Deposits (Cont'd)

- In the event that a Customer pays a bill to the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the Company shall refund the overcharge with interest from the date of overpayment by the Customer.
- J. All deposits will be administered pursuant to 52 Pa. §64.31-64.41.

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4.6 Payment Arrangements

4.6.1 Payment for Service

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

A. Taxes

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 the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

4.6.2 Billing and Collection of Charges

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

- A. Non-recurring charges are due and payable within thirty (30) days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 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.

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4.6 Payment Arrangements (Cont'd)

4.6.2 Billing and Collection of Charges (Cont'd)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service 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.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment fee shall only be charged for invoice balances that exceed \$20.00. 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 rate of 1.25 percent per month.
- F. The Customer will be assessed a charge of Twenty-Five Dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.
- H. 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.

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4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes

Α. General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company. For the purposes of this section, "notice" is defined as verbal or written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. When a Customer disputes a bill, the Company shall not discontinue service for nonpayment as long as the Customer (1) pays the undisputed portion of the bill: (2) pays all future bills by the due date and (3) enters into discussions with the Company to settle the dispute.

В. Late Payment Charge

- 1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
- 2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge. No late payment shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due.

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4.6 Payment Arrangements (Cont'd)

4.6.3 <u>Billing Disputes</u> (Cont'd)

C. Adjustments or Refunds to the Customer

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

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4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

D. Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer may take the following course of action.

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

Pennsylvania Public Utility Commission Bureau of Consumer Services Commonwealth Keystone Building 400 North Street Harrisburg, PA 17120

Telephone: 800-782-1110

Fax:

717-787-6641

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4.6 Payment Arrangements (Cont'd)

4.6.4 <u>Discontinuance of Service for Cause</u>

- A. Service may be discontinued after the Company has mailed or delivered by other means a written notice of discontinuance. Service will not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance shall be delivered separately from any other written matter or bill. The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service for the following reasons:
 - 1. For failure of the Customer to pay a bill for Company service when due. Service will not be disconnected after 12 noon a day before or on any Saturday, Sunday, legal holiday recognized by the State of Pennsylvania, or any day when the Company's business offices are not open for business. Services may be discontinued only between the hours of 8 a.m. and 2 p.m. unless the Company is prepared to restore service within three hours after receipt of payment.
 - 2. For failure of the Customer to meet the Company's deposit and credit requirements;
 - 3. For Customer's violation of any of the Company's rules on file with the Commission;
 - 4. For failure of the Customer to provide the Company reasonable access to its equipment and property;
 - 5. For Customer's breach of the contract for service between the Company and the Customer;

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4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause (Cont'd)

A. (Cont'd)

- 6. For failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service; or
- 7. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- В. The Company shall not use any credit reports other than those reflecting the purchase of the Company's services to determine the adequacy of a Customer's credit history without the permission in writing of the Customer. The Company shall not disconnect service on the basis of general cases of bankruptcy and insolvency that are unrelated to the use of the Company's services.
- C. The Company may immediately disconnect service without notice in the case of tampering with the Company's equipment, hazardous conditions, or Customer use of equipment that adversely affects the Company's equipment or service.

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4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause (Cont'd)

- D. Service shall not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.
- E. In the event of fraudulent use of the Company's Network, the Company must obtain an injunction before disconnecting service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- F. Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

4.6.5 Notice to Company for Cancellation of Service

Customer may cancel service by providing five (5) days notice to the Company. Customer may cancel service by notifying the Company in person, by telephone message, or in a written notice. However, the Company will need a signed written statement for official documentation purposes.

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4.6 Payment Arrangements (Cont'd)

4.6.6 <u>Customer Overpayment</u>

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

4.6.7 Cancellation of Application for Service

- A. The Customer may cancel an application for service prior to installation of the equipment provided that the Customer immediately pay the Company any out of pocket expenses incurred by the Company plus a cancellation fee of two times the applicable monthly recurring service charge.
- B. Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

4.7 Reserved for future use

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Effective:

4.8 <u>Allowances for Interruptions in Service</u>

4.8.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

4.8.2 <u>Limitations of Allowances</u>

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

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including, but not limited to, the Customer or other common carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the control of the Company;

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Effective:

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.2 <u>Limitations of Allowances</u> (Cont'd)

- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period in which the Customer continues to use the service on an impaired basis;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction;
- H. That was not reported to the Company within thirty (30) days of the date that service was affected; and
- That occurs during the course of routine maintenance, testing and/or adjustment of the Network or facilities related to the provisions of service.

4.8.3 Use of Another Means of Communications

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

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4.8 <u>Allowances for Interruptions in Service (Cont'd)</u>

4.8.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro 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.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.

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- 4.8 <u>Allowances for Interruptions in Service</u> (Cont'd)
 - 4.8.4 Application of Credits for Interruptions in Service (Cont'd)
 - C. When main service is interrupted for a period of at least 24 hours, credit to customers shall apply at the following rate: (1) 1/30 of monthly rate for each of the first 3 full 24-hour periods; and (2) 2/30 of monthly rates for each full 24-hour period beyond the first 3 24-hour periods.

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight 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.

4.8.6 Cancellation of Service/Termination Liability

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

4.8.7 Termination Liability

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

- 1. all unpaid Non-Recurring charges for services already rendered to the Customer by the Company, plus;
- 2. any charges or fees that are incurred and paid to third parties by Company on behalf of Customer, plus;
- 3. all Recurring Charges specified in the applicable Service Order for the balance of the then current term. These charges will be discounted at the prime rate announced in the <u>Wall Street Journal</u> on the third business day following the date of cancellation;
- 4. minus a reasonable allowance for any costs that were avoided by the Company as a direct result of the Customer's cancellation.

The penalty for termination of a term contract shall not exceed the total recurring charges for the remainder of the term.

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SECTION 4 - REGULATIONS (Cont'd)

4.9 <u>Customer Liability for Unauthorized Use of the Network</u>

4.9.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
 - Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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SECTION 4 - REGULATIONS (Cont'd)

4.9 <u>Customer Liability for Unauthorized Use of the Network</u> (Cont'd)

4.9.2 Liability for Unauthorized Use

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

4.10 Pennsylvania Telephone Relay Service

Company will comply with Docket Number M-00900239 in regards to the Pennsylvania Telephone Relay Service.

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SECTION 5 - SERVICE DESCRIPTIONS

5.1 General

The various types of Company service offerings are described below. Company services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is preformed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or on an individual case basis as described in Section 5.7. The Company concurs in the maps and legal descriptions of Verizon Pennsylvania, Inc. and Verizon North, Inc. on file with the Commission.

5.2 Service Configurations

There are two types of service configurations over which Company's services are provided: point-to-point and multipoint service.

5.2.1 Point-To-Point Service

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

5.2.2 Multipoint Service

Multipoint Services connect three or more Customer designated premises through a Company hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Company determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within sixty (60) days.

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5.3 Service Descriptions and Technical Specifications

The following service descriptions and technical specifications will apply to Company's services.

5.3.1 DS-1 Service

DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.544 Mbps or 2.048 Mbps data. Intermediate bit rate channels in multiple increments of either 56 kbps or 64 kbps up to 1.544 Mbps are also available. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Company's hub.

5.3.2 DS-3 Service

DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data or higher. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Company's hub. DS-3 service is provided with an electrical interface.

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5.3 Service Descriptions and Technical Specifications (Cont'd)

. 5.3.3 Fractional DS-1 Service (NOC)

Fractional DS-1 service consists of two to 24 DS-0 or DDS channels between two Customer designated locations, utilizing DS-1 level facilities, and multiplexing arrangements.

5.3.4 M13 Multiplexing (ICB)

An arrangement that converts a 44.736 Mbps into 28 DS-1 channels using digital time division multiplexing.

5.3.5 DS-1 to DS-0 Multiplexing

An arrangement that converts a 1.544 Mbps channel into 24 channels for use with Voice Grade Facilities or DDS.

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5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.6 <u>Dark Fiber Services</u>

Dark Fiber facilities shall normally be installed using single mode, fiber optic facilities suitable for provisioning point-to-point communications, transmitting at Customer specified bandwidths. Multimode fiber, at the Customer s request, may be used depending upon facilities availability. These Dark Fiber facilities are available only where sufficient facilities are provided in Company's network, and charges will be provided on an ICB, as filed with the Commission. Dark Fiber will be offered in capacities of one strand and above, with the fiber terminating on a standard optical patch panel. As Company does not provide the electronics, Company cannot test and monitor the facilities. When available, pricing will be on a per strand per mile basis.

When provided, the type of facility and the route of the facility will be determined by Company. Company makes no guarantee or warranty of the suitability of Dark Fiber for purposes intended by the Customer.

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5.3 <u>Service Descriptions and Technical Specifications</u> (Cont'd)

5.3.7 OC-n Point-to-Point Service

Company OC-n Point-to-Point Service provides high speed synchronous optical fiber-based full duplex data transmission capabilities. This service provides optical data transmission with the following characteristics:

- Company OC-3 Service provides channels operating at the terminating bit rate of 155.52 Mbps
- Company OC-12 Service provides channels operating at the terminating bit rate of 622.08 Mbps
- Company OC-48 Service provides channels operating at the terminating bit rate of 2488.32 Mbps

Company OC-n channels may be used to connect:

- A customer-designated premises to another customer-designated premises with Add/Drop Multiplexing capability at wire center locations between the two premises, or a customer-designated premises to another customer-designated premises without the Add/Drop Multiplexing capability.
- A customer-designated premises to a Company location where Add/Drop Multiplexing, Add/Drop Functions, and/or crossconnections are performed.

Company OC-n channels may be connected by:

- Using the appropriate OC-n Add/Drop Multiplexer (mux) along with the Add/Drop Function to Company DS1 and/or Company DS3 at suitably equipped wire centers, or
- Using the full bandwidth premises to premises.

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5.3 <u>Service Descriptions and Technical Specifications</u> (Cont'd)

5.3.8 OC-n Dedicated Ring Service

Company OC-n Dedicated Ring Service provides a customer a dedicated custom network. The network is in a ring architecture designed to provide increased reliability and functionality connecting multiple customer-designated locations and specified Company wire centers via self healing network designs.

Company OC-n Dedicated Ring Service is an alternative to Company OC-n Point-to-Point Service between multiple customer locations.

The ring will provide connectivity to multiple customer-designated locations (nodes). However, a ring must have a minimum of two nodes, excluding sub-ring nodes. At least one node must be a Company wire center node. A maximum of 16 nodes including regenerators will be allowed per ring.

5.3.8.1 OC-48 Add/Drop Capability

This provides the capability to add/drop lower speed channels from Company OC-48 Dedicated Ring node location via OC-12, OC-3 or DS3 ports. OC-48 Add/Drop Capability at an OC-48 Dedicated Ring Service node location will support one quarter of the port capability of OC48 ring bandwidth. Up to four OC-48 Add/Drop Capability options may be provided at a node with each option supporting one OC-12 port, up to four OC-3 ports, up to 12 DS3 ports, or equivalent combination of OC-3 and DS3 ports.

5.3.8.2 OC-192 Add/Drop Capability

This provides the capability to add/drop lower speed channels from Company OC-192 Dedicated Ring node location via OC-48,OC-48c, OC-12,OC-12c, or OC-3,OC-3c ports. OC-192 Add/Drop Capability at an OC-192 Dedicated Ring Service node location will support up to four OC-48 or OC-48c ports, or up to 16 OC-12 or OC-12c ports, or up to 64 OC-3 or OC-3c ports, or any combination not to exceed 192 STS equivalents.

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5.3 <u>Service Descriptions and Technical Specifications</u> (Cont'd)

5.3.9 OC-n Add/Drop Multiplexing

An arrangement that allows Company OC-n channel operating at a terminating speed of 155.52 Mbps, 622.08 Mbps, and 2488.32 Mbps, respectively, to add/drop a lower speed channel by using this feature along with the Add/Drop Function as stated below.

OC-3 Add/Drop Multiplexing at a Company wire center will provide the capability to support the full Add/Drop Function capacity of OC-3 Service bandwidth with up to three DS3 Add/Drop Functions or equivalently up to three groups of 28 DS1 Add/Drop Functions.

OC-12 Add/Drop Multiplexing at a Company wire center will provide the capability to support the full Add/Drop Function capacity of OC-12 Service bandwidth with up to four OC-3 Add/Drop Functions or up to 12 DS3 Add/Drop Functions or equivalent combinations of OC-3 and DS3 Add/Drop Functions.

OC-48 Add/Drop Multiplexing at a Company wire center will provide the capability to support one quarter of the Add/Drop Function capacity of OC-48 Service bandwidth. Up to four OC-48 Add/Drop Multiplexing options may be provided with each supporting one OC-12 Add/Drop Function, or up to four OC-3 Add/Drop Functions or up to 12 DS3 Add/Drop Functions or equivalent combination of OC-3 and DS3 Add/Drop Functions.

5.3.10 Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Company makes no guarantees or warranties as to the performance of Customer provided equipment.

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5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.11 Basic Local Exchange Service

Local exchange service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each local exchange service enables users to:

receive calls from other stations on the public switched telecommunications network;

access other services offered by the Company as set forth in this tariff;

access (at no additional charge) the Company's business office for service related assistance;

access (at no additional charge) emergency services by dialing 0or 9-1-1;

access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and/or State tariffs, or which maintain other types of traffic exchange arrangements with the Company; and

access operator assisted services 24 hours a day.

Each local exchange service is available on a 'Full' service basis, whereby service is delivered to a demarcation/connection block at the customer's premise.

5.3.11.A Standard Local Loop Service

5.3.11.A.1 Standard local loop service provides the physical connection between the Customer's premise and the Company's local switching facilities. An installation charge will apply for connection of the local loop to the Company's switching facilities. Standard local loop service provides a Customer with 64 kbps access to the following telecommunications services:

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5.3 <u>Service Descriptions and Technical Specifications</u> (Cont'd)

5.3.11 Basic Local Exchange Service

5.3.11.A	Standard Local Loop Service	
	5.3.11.A.1.a 5.3.11.A.1.b 5.3.11.A.1.c 5.3.11.A.1.d 5.3.11.A.1.e 5.3.11.A.1.f 5.3.11.A.1.f 5.3.11.A.1.h	dial tone line services; local usage services; access to all available long distance carriers; touch-tone service; white pages listing; E911 service; local directory assistance service; and telecommunications relay service

5.3.11.B Directory Listings

5.3.11.B.1 For each Customer of Company-provided local exchange services, the Company shall, upon customer request, arrange for the listing of the Customer's main billing telephone number in the directories published by the dominant local exchange carrier in the area at no additional charge.

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5.3 <u>Service Descriptions and Technical Specifications (Cont'd)</u>

5.3.11 Basic Local Exchange Service

5.3.11.C Directory Assistance

- 5.3.11.C.1 Customers and Users of the Company's calling services may obtain directory assistance in determining telephone numbers within Pennsylvania by calling the Directory Assistance operator.
- 5.3.11.C.2 A credit will be given for calls to Directory Assistance when:
 - 5.3.11.C.2.a the Customer experiences poor transmission or is cut-off during the call;
 - 5.3.11.C.2.b the Customer is given an incorrect telephone number; or
 - 5.3.11.C.2.c the Customer inadvertently misdials an incorrect Directory Assistance NPA.
 - 5.3.11.C.2.d To receive a credit, the customer must notify the Company Business Office of the problem experienced.

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5.4 Rate Categories

There are eight rate categories that may apply to Company's Services.

5.4.1 Channel Terminations

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Company's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated.

5.4.2 Channel Mileage

The Channel Mileage Rate Category provides for the transmission facilities between two or more Customer designated premises. The Channel Mileage Rate Category is not applied to services that are less than one V&H computed mile (as described in Section 5.6 of this Tariff), unless specified. Channel Mileage is portrayed in mileage bands. There are two rates that apply for each band, i.e., a flat rate per band and a rate per mile.

5.4.3 Optional Features and Functions

The Optional Features and Functions Rate Category provides for optional services which may be added to a Company's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics that may be obtained. These characteristics may be derived using various combinations of equipment.

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5.4 Rate Categories (Cont'd)

5.4.4 Extraordinary Charges

From time to time, Customers may request special services not addressed specifically by rate elements in this Tariff, or services to locations that may cause Company to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this Tariff shall be approved by the Commission prior to the provision of such service.

5.4.5 Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this Tariff, to Customers that subscribe to substantial volumes of Company's services.

5.4.6 Term Discounts

Customers will be eligible for discounts for executing agreements for services for one to seven years, as specified in this Tariff.

5.4.7 Local Flat-Rate Service

This rate category will be applicable anytime a customer orders Local Loop Line Service.

5.4.8 Directory Charges

Charges in this rate category will apply on a per use basis whenever directory assistance is accessed or when an additional listing is purchased.

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5.5 Application of Rate Elements

The rate categories described in Section 5.4 of this Tariff will be applied as follows:

5.5.1 Point-To-Point Services

- Channel Terminations (when applicable)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

5.5.2 Multipoint Services

- Channel Terminations (one per designated Customer location)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

5.5.3 Basic Local Exchange Service

- Local Flat-Rate Service
- Directory Charges

5.6 Regulations and Computations of Mileage

Airline mileage, used in connection with determining rates for the Channel Mileage element, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in the National Exchange Carrier Association Tariff FCC No. 4. This procedure is also referenced in the AT&T Tariff FCC No. 10. To determine the airlines distance between any two locations, proceed as follows:

- 1. Utilize the "V" and "H" coordinates for each Customer designated location.
- 2. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- 3. Square each difference obtained in step 5.6.2 above.
- 4. Add the square of the "V" difference and the "H" difference obtained in step 3 above.
- 5. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

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5.7 <u>Contract Rates - Special Pricing Arrangements - ICB</u>

- In lieu of the rates, terms, and conditions set forth in this Tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company s services may be established at negotiated rates on an 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 Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts, as filed with the Commission. Unless otherwise specified in the individual Customer contract, the terms, conditions, obligations, and regulations set forth in this Tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Company and Customer. In the event of a conflict between the terms and conditions of this Tariff and an individual Customer contract, the terms and conditions from the individual Customer contract shall apply. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.
- 5.7.2 In addition to any rate or charge established by the Company, 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 Company or directly by the local exchange company, at the Company's option.

5.8 Taxes

5.8.1 Sales, Use, and Excise Taxes

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

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5.9 <u>Temporary Promotional Programs</u>

The Company may establish temporary promotional programs wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously subscribed to by the Customer. Such promotional service offerings will be filed with the Commission for approval, subject to the requirements of applicable law.

5.10 Service Availability

Customers in the following exchanges will be able to subscribe to the Company's service and will be able to complete local calls to the listed local calling areas. The Company is mirroring all of the local calling areas and exchange maps that are currently on file with the Commission for the following companies: Verizon Pennsylvania, Inc. and Verizon North, Inc.

Exchange	Local Calling Area
Airville	Brogue, Delta, Red Lion
Alexandria	Alexandria, Huntingdon, McConnellstown (United Tel.)
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
Ambler	Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Hatboro, Norristown, North Wales, Warrington, Willow Grove
Ambridge	Aliquippa, Ambridge, Baden, Glenwillard, Pitb. Subn. Zone 16
Annville	Annville, Hershey (Verizon - North), Jonestown (Verizon - North), Lebanon, Mt. Gretna, Palmyra
Ardmore	Ardmore, Broomall-Newton Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Havertown-Manoa, Phila. Zone 2, Wayne
Ashland	Ashland, Frackville, Girardville, Kulpmont, Mt. Carmel, Shenandoah

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5.10 Service Availability (cont'd)

	Friedensburg, Orwigsburg, Pine Grove, Pottsville, Schuylkill
Auburn	Haven
Austin	Austin, Coudersport
Avella	Avella, Burgettstown, Washington
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)
Avonmore	Apollo (ALLTEL Pa., Inc.), Saltsburg, Vandergrift
Baden	Aliquippa, Ambridge, Baden, Rochester
Barnesboro	Barnesboro, Carrolltown, Cherry Tree, Glen Campbell, Hastings, Patton
Bath	Allentown, Bath, Bethlehem, Catasauqua, Easton, Nazareth, Northampton, Slatington
Beach Lake	Galilee, Honesdale, Narrowsburg, NY (Citizens Tel.)
Beaver Falls	Beaver Falls, Darlington (ALLTEL), Ellwood City, Enon Valley (ALLTEL), Hookstown, Midland, Rochester, Wampum, Zelienople
Beaver Springs	Middleburg, Mount Pleasant Mills, Selinsgrove
Beaverdale	Johnstown, South Fork
Bedminster	Bedminster, Carversville, Doylestown, Dublin, Ferndale (Commonwealth Tel.), Perkasie, Plumsteadville, Quakertown
Belle Vernon	Belle Vernon, California, Charleroi, Donora, Fayette City, Monessen, Monongahela, Perryopolis, West Newton
Bellefonte	Bellefonte, Boalsburg, Centre Hall, Howard (United Tel. Co.), Snow Shoe, Spring Mills, State College, Zion (United Tel. Co.)
Bellevue (Includes West View)	Bellevue, Braddock, Carrick, Coraopolis, Crafton, East Liberty, Homestead, Millvale, Perrysville, Pittsburgh
Bellwood	Altoona, Bellwood, Tyrone
Berlin	Meyersdale, Rockwood, Somerset, Stoystown

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. 5.10 Service Availability (cont'd)

Bernville	Frystown, Hamburg, Robesonia, Womelsdorf, Reading
Berwick	Berwick, Bloomsburg, Shickshinny (Commonwealth Tel.), Wapwallopen (Commonwealth Tel.)
Bessemer	Bessemer, New Castle
Bethayres-Huntingdon	Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Phila. Zone 4, Warrington, Willow Grove
Bethel Park	Bethel Park, Bridgeville, Carrick, Finleyville, McMurray, Pleasant Hills
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
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
Boswell	Hooversville, Johnstown, Somerset, Stoystown
Braddock (Includes Wilkinsburg)	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, Millvale, Monroeville, Penn Hills, Pittsburgh
Bradford	Bradford, Duke Center (Armstrong North), Eldred, Mount Jewett, Rew, Smethport, Limestone, NY (Verizon – NY)
Bridgeville	Bethel Park, Bridgeville, Canonsburg, Carnegie, Carrick, McDonald, McMurray, Oakdale
Bristol	Bristol, Eddington-Cornwells Heights, Langhorne, Levittown, Morrisville, Yarley
Brogue	Airville, Red Lion, York
Brookside	Jersey Shore, Trout Run, Williamsport
Broomail-Newton Square	Ardmore, Broomall-Newton Square, Bryn Mawr, Havertown-Manoa, Media, Paoli-Malvern-Berwyn, Swarthmore, Wayne

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5.10 Service Availability (cont'd)

Brownsville	Brownsville, California, Charleroi, New Salem, Republic, Smock, Uniontown
Bryn Mawr	Ardmore, Broomall-Newton Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Wayne
Buckingham	Buckingham, Carversville, Doylestown, New Hope, Phila. Subn. Zone 45, Wycombe
Buffalo	Avella, Canonsburg, Taylorstown, Washington
Burgettstown	Avella, Burgettstown, McDonald, Midway (ALLTEL), Murdocksville (Armstrong), Paris
Bushkill	Bushkill, Lords Valley, Stroudsburg, Stroudsburg, NJ (Verizon – NJ)
California	Belle Vernon, Brownsville, California, Charleroi, Fayette City
Cambridge Springs	Edinboro, Meadville, Saegertown (Mid-Penn Telephone Corp.)
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.)
Carnegie	Bridgeville, Carnegie, Carrick, Coraopolis, Crafton, Imperial, Oakdale
Carrick (Includes Mt. Lebanon)	Bellevue, Bethel Park, Braddock, Bridgeville, Carnegie, Carrick, Crafton, East Liberty, Homestead, Millvale, Pittsburgh, Pleasant Hills
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
Central City	Berlin, Johnstown, Somerset, Windber

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5.10 Service Availability (cont'd)

	Bellefonte, Boalsburg, Centre Hall, Millheim, Spring Mills,
Centre Hall	State College
Chapman Lake	Carbondale, Clark Summit (Commonwealth Telephone Co.), Jermyn, Olyphant, Scranton
Charleroi	Belle Vernon, Brownsville, California, Charleroi, Donora, Fayette City, Monessen, Monongahela
Cheltenham-Elkins Park- Jenkintown	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park- Jenkintown, Flourtown, Hatboro, North Wales, Phila. Zone 3, Phila. Zone 4, Willow Grove
Cherry Tree	Barnesboro, Cherry Tree, Clymer, Glen Campbell
Chester	Chester, Chester Heights, Darby-Ridley Park-Sharon Hill, Holly Oak, DE (Verizon – DE), Media, Swarthmore
Chester Heights	Chester, Chester Heights, Holly Oak, DE (Verizon – DE), Lenape, Media, Mendenhall, West Chester, Westtown, Wilmington, DE (Verizon – DE)
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 (ALLTEL), Leeper, Shippenville (ALLTEL), Sligo (ALLTEL), Strattanville (ALLTEL)
Claysville	Claysville, Washington, West Alexander
Clearfield	Clearfield, Curwensville, Frenchville, Osceola Mills, Philipsburg, Winburne
Clintonville	Franklin, Wesley
Clymer	Clymer, Indiana
Coatesville	Avondale, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Honey Brook, Kennett Square, Lenape, Mortonville, Parkesburg, Unionville, West Chester, West Grove, Westtown
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
Confluence	Rockwood, Salisbury

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5.10 Service Availability (cont'd)

Connellsville	Connellsville, Dawson, Mount Pleasant, Scottdale, Uniontown
Conshohocken	Ambler, Ardmore, Bryn Mawr, Center Point, Collegeville, Conshohocken, Flourtown, Norristown, Phila. Zone 3, Wayne
Cooperstown	Franklin, Oil City,
Corry	Spartansburg, Union City, Wattsburg
Coudersport	Austin, Coudersport, Roulette, Ulysses
Crafton (Includes McKees Rocks)	Bellevue, Braddock, Carnegie, Carrick, Coraopolis, Crafton, East Liberty, Homestead, Millvale, Pittsburgh
Cresco	Cresco, Lords Valley, Mount Pocono, Newfoundland, Stroudsburg
Cresson	Altoona, Cresson, Ebensburg, Hollidaysburg, Portage
Curwensville	Clearfield, Curwensville, Mahaffey
Cynwyd-Narberth	Ardmore, Bryn Mawr, Cynwyd-Narberth, Phila. Zone 2, Phila. Zone 3
Danville	Bloomsburg, Catawissa, Danville, Elysburg, Northumberland, Sunbury, Washingtonville
Darby-Ridley Park-Sharon Hill	Chester, Darby-Ridley Park-Sharon Hill, Phila. Zone 2, Swarthmore, Upper Darby
Dauphin	Dauphin, Halifax, Harrisburg Zone 1
Davidsville	Johnstown
Dawson	Connellsville, Dawson, Perryopolis, Scottdale
Delta	Airville, Fawn Grove, Cardiff, Md. (Verizon - Md.)
Derry	Blairsville, Derry, Greensburg, Latrobe
Dillsburg	Dover, Harrisburg (Zone 1), Mechanicsburg
Dingman's Ferry	Milford/Log Tavern, Montague, NJ (United Telephone Co.)
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

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5.10 Service Availability (cont'd)

Dublin	Bedminster, Buckingham, Carversville, Doylestown, Dublin, Lansdale, Line Lexington, Perkasie, Plumsteadville, Quakertown, Souderton
DuBois	Brockway (ALLTEL), DuBois, Luthersburg (ALLTEL), Penfield (ALLTEL), Reynoldsville, Sykesville
Eagle	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Phila. Subn. Zone 28, Phoenixville, Pughtown, Royersford, West Chester
East Berlin	Dover, Hanover (The United Telephone Co. of Pa.), New Oxford (The United Telephone Co. of Pa.), York
East Liberty	Bellevue, Braddock, Carrick, Crafton, East Liberty, Fox Chapel, Homestead, Millvale, Oakmont, Pittsburgh
East Palestine	East Palestine, Pa., East Palestine, O. (AMERITECH, O.), New Waterford, O. (AMERITECH, O.), Rogers, O. (AMERITECH, O.)
Easton	Allentown, Bethlehem, Bloomsbury, NJ (Verizon – NJ), Catasauqua, Easton, Hellertown, Nazareth, Phillipsburg, NJ (Verizon – NJ), Riegelsville, Springtown, Upper Black Eddy
Ebensburg	Carrolltown, Colver (ALLTEL), Cresson, Ebensburg, Nanty- Glo (Verizon - North), Johnstown (Verizon - North)
Eddington-Cornwells Heights	Bristol, Eddington-Cornwells Heights, Feasterville-Churchville, Langhorne, Phila. Zone 4
Edinboro	Cambridge Springs, Erie, McKean
Eldred	Bradford, Duke Center (Armstrong North), Eldred, Port Allegheny, Rew, Smethport
Elizabeth	Clairton, Donora, Elizabeth, Monongahela, Pitb. Subn. Zone 10, Pitb. Subn. Zone 11
Elkland	Knoxville, Lawrenceville (Commonwealth Telephone Co.), Westfield
Ellwood City	Beaver Falls, Ellwood City, New Castle, Portersville (United Tel. Co.), Wampum, Zelienople
Elysburg	Catawissa, Danville, Elysburg, Kulpmont, Mt. Carmel, Numidia, Shamokin, Sunbury

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5.10 Service Availability (cont'd)

Emmaus	Allentown, Bethlehem, Ironton (Ironton Telephone Co.)
Endeavor	Endeavor, Tidioute, Tionesta
Erie	Edinboro, Fairview, Girard, McKean, North East, Waterford, Wattsburg
Exton	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Lenape, Mortonville, Phila. Subn. Zone 28, Pughtown, West Chester, Westtown
Fairchance	Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown
Fairview	Erie, Girard, McKean
Farmington	Farmington, Uniontown
Fawn Grove	Delta, Stewartstown, Jarrettsville, Md. (Service to NXX 692 and 941 only), Cardiff, Md. (Verizon – Md.)
Fayette City	Belle Vernon, California, Charleroi, Fayette City, Monessen, Perryopolis
Feasterville-Churchville	Bethayres-Huntingdon, Eddington-Cornwells Heights, Feasterville-Churchville, Hatboro, Langhorne, Newtown, Phila. Zone 4, Warrington, Willow Grove, Wycombe
Finleyville	Bethel Park, Finleyville, McMurray, Monongahela, Pleasant Hills
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.)
Flourtown	Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Phila. Zone 3
Fox Chapel (Includes Dorseyville)	East Liberty, Fox Chapel, Glenshaw, Millvale, Oakmont, Springdale
Frackville	Ashland, Frackville, Girardville, Mahanoy City, Minersville, Pottsville, Saint Clair, Shenandoah
Franklin	Cooperstown, Oil City
Freeland	Freeland, Hazleton, McAdoo, Weatherly, White Haven
Frenchville	Clearfield, Frenchville, Philipsburg, Snow Shoe, Winburne
Friedensburg	Auburn, Orwigsburg, Pine Grove, Pottsville, Schuylkill Haven
Frystown	Bernville, Jonestown, Myerstown, Lebanon
Galeton	Galeton

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5.10 Service Availability (cont'd)

	Beach Lake, Callicoon (Verizon – NY), Honesdale,
Gatilee	Narrowsburg, NY (Citizens Tel.)
Girard	Erie, Fairview
Girardville	Ashland, Frackville, Girardville, Mahanoy City, Shenandoah
Glen Campbell	Barnesboro, Cherry Tree, Glen Campbell
Glen Rock	Jefferson, Loganville, Stewartstown, York
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
Glenshaw	Fox Chapel, Glenshaw, Millvale, Perrysville
Glenwillard	Aliquippa, Ambridge, Glenwillard, Pitb. Subn. Zone 15, Pitb. Subn. Zone 16
Grand Valley	Pleasantville, Titusville, Youngsville
Green Lane	Center Point, Collegeville, Green Lane, Harleysville, Lansdale, Pennsburg, Perkasie, Quakertown, Schwenksville, Souderton, Sassamansville (The Conestoga Tel. and Tel. Co.)
Greensburg	Delmont (ALLTEL), Greensburg, Herminie, Jeannette, Kecksburg (Citizens Tel. Co. of Kecksburg), Latrobe, New Alexandria (ALLTEL), Youngwood
Greenville	Greenville, Sharpsville, Sheakleyville (ALLTEL), Transfer (The Pymatuning Ind. Tel. Co.)
Grove City	Blacktown (United Tel. Co.), Grove City, Harrisville (United Tel. Co.), Mercer, Wesley (Verizon – North)
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

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5.10 Service Availability (cont'd)

Harrisburg	Dauphin, Halifax, Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon – North), Hummelstown, Lewisberry (Commonwealth Tel.), Marysville (United Tel. Co.), Mechanicsburg, Middletown, Shellsville (Verizon – North), Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon - North), Hummelstown, Middletown
Harrison Valley	Ulysses, Westfield
Hastings	Barnesboro, Carrolltown, Hastings, Patton
Hatboro	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park- Jenkintown, Feasterville-Churchville, Hatboro, Warrington, Willow Grove
Havertown-Manoa	Ardmore, Broomall-Newton Square, Havertown-Manoa, Phila. Zone 2, Swarthmore, Upper Darby
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
Hershey	Annville, Elizabethtown (United Telephone Co.), Harrisburg, Hummelstown, Lebanon, Middletown, Palmyra, Shellsville, Steelton
Hollidaysburg	Altoona, Cresson, Hollidaysburg
Homer City	Black Lick, Blairsville, Homer City, Indiana
Homestead	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, McKeesport, Millvale, Pittsburgh, Pleasant Hills
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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5.10 Service Availability (cont'd)

	Aliquippa, Beaver Falls, Chester, W. Va. (Verizon – W. Va.),
Hookstown	East Liverpool, O. (AMERITECH, O.), Hookstown, Midland, Rochester, Smiths Ferry
Hooversville	Boswell, Johnstown, Stoystown, Somerset
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 (United Tel. Co.), McConnellstown (United Tel. Co.), Mount Union
Imperial	Carnegie, Coraopolis, Imperial, McDonald, Murdocksville, Oakdale
Imperial	Imperial, McDonald, Murdocksville (Armstrong), Oakdale, Pitb. Subn. Zone 14, Pitb. Subn. Zone 15
Indiana	Black Lick, Blairsville, Clymer, Elderton (ALLTEL), Homer City, Indiana, Marion Center, Parkwood
Jeannette	Greensburg, Harrison City (ALLTEL), Herminie, Jeannette, Pitb. Subn. Zone 23
Jefferson	Glen Rock, Hanover (The United Telephone Co. of Pa.), Spring Grove, York
Jermyn	Carbondale, Chapman Lake (Verizon – United), Jermyn, Olyphant, Scranton
Jersey Shore	Avis, Jersey Shore, Lock Haven, Oval (Pennsylvania Tel. Co.), Williamsport, Woolrich
Jim Thorpe	Jim Thorpe, Lehighton, Nesquehoning, Weatherly, White Haven
Johnstown	Beaverdale, Davidsville, Nanty Glo, Seward, South Fork, Windber
Jonestown	Frystown, Shellsville, Annville, Lebanon
Kane	Kane, Ludlow, Mount Jewett
Kemblesville	Avondale, Kemblesville, Kennett Square, Landenburg, Mendenhall, Oxford, Unionville, West Grove, Hockessin, DE (Verizon – DE), Newark, DE (Verizon – DE)
Kempton	Allentown, Hamburg, Kutztown, New Smithville, New Tripoli

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5.10 Service Availability (cont'd)

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
Knoxville	Elkland
Kulpmont	Ashland, Elysburg, Kulpmont, Mount Carmel, Shamokin
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 (United Tel. Co.), Mountville (United Tel. Co.), 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)
Landisville	Lancaster, Landisville, Lititz (Denver & Ephrata Tel. and Tel. Co.), Manheim (Denver & Ephrata Tel. and Tel. Co.), Millersville, Mount Joy (United Tel. Co.), Mountville (United Tel. Co.), Strasburg
Langhorne	Bristol, Eddington-Cornwells Heights, Feasterville- Churchville, Langhorne, Levittown, Morrisville, Newtown, Yardley

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5.10 Service Availability (cont'd)

	Center Point, Harleysville, Lansdale, Line Lexington, North
Lansdale	Wales, Souderton
Latrobe	Blairsville, Derry, Greensburg, Kecksburg (Citizens Tel. Co. of Kecksburg), Latrobe, Ligonier, New Alexandria (ALLTEL)
Lebanon	Annville, Frystown (Verizon – North), Hershey (Verizon – North), Jonestown (Verizon – North), 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
Levittown	Bristol, Langhorne, Levittown, Morrisville, Newtown, Yardley
Lewistown	Belleville (United Tel. Co.), Lewistown, McVeytown, Mifflintown (United Tel. Co.), Port Royal (United Tel. Co.), Reedsville (United Tel. Co.)
Ligonier	Latrobe, Ligonier, Stahlstown (Laurel Highland Tel. Co.)
Lincolnville	Union City, Spartansburg, Townville (Mid-Penn Telephone Corp.)
Line Lexington	Doylestown, Dublin, Harleysville, Lansdale, Line Lexington, North Wales, Perkasie, Phila. Subn. Zone 45, Souderton
Lock Haven	Avis, Beech Creek (United Tel. Co.), Jersey Shore, Lock Haven, Mill Hall (United Tel. Co.), Woolrich
Loganville	Glen Rock, Red Lion, York
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.)
Loyalsock	Muncy, Trout Run, Williamsport
Ludlow	Kane, Ludlow
Mahaffey	Mahaffey, Curwensville
Mahanoy City	Frackville, Girardville, Lakewood (Frontier Comm. – Lakewood), Mahanoy City, Shenandoah, Tamaqua

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5.10 Service Availability (cont'd)

Manchester	Dover, York
Mantzville	Lehighton, McKeansburg, Tamaqua
Marchand	Marchand, Punxsutawney
Marienville	Leeper, Marienville
Marion Center	Indiana, Marion Center
Masontown	Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown
Matamoras	Cuddebackville, NY (Verizon – NY), Milford/Log Tavern, Montague, NJ (United Telephone Co.), Port Jervis, NY (Verizon – NY)
McAdoo	Freeland, Hazleton, McAdoo, Tamaqua, Weatherly
McClellandtown	Fairchance, Masontown, McClellandtown, Smithfield, Uniontown
McDonald	Bridgeville, Burgettstown, Canonsburg, Imperial, McDonald, Midway, Oakdale
McDonald	Burgettstown, Canonsburg, Imperial, McDonald, Midway (ALLTEL), Oakdale, Pitb. Subn. Zone 13
McKean	Edinboro, Erie, Fairview
McKeansburg	Mantzville, Orwigsburg, Pottsville, Schuylkill Haven
McMurray	Bethel Park, Bridgeville, Canonsburg, Finleyville, McMurray
McMurray	Canonsburg, Finleyville, McMurray, Pitb. Subn. Zone 12, Pitb. Subn. Zone 13
McVeytown	Lewistown, McVeytown
Mechanicsburg	Dillsburg (Verizon – North), Harrisburg Zone 1, Lewisberry (Commonwealth Tel.), Mechanicsburg
Media	Broomall-Newton Square, Chester, Chester Heights, Media, Swarthmore
Mendenhail	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 (United Tel. Co.), Fredonia (ALLTEL Verizon Inc.), Grove City, Mercer, Sharon, Sharpsville, Wesley (Verizon – North)
Meyersdale	Berlin, Rockwood, Salisbury, Somerset
Middleburg	Beaver Springs, Mifflinburg (Buffalo Valley Tel. Co.), Mount Pleasant Mills, Selinsgrove

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5.10 Service Availability (cont'd)

	
Middletown	Elizabethtown (United Tel. Co.), Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon – North), Hummelstown, Middletown
Midland	Beaver Falls, Hookstown, Midland, Rochester, Smiths Ferry
Milford/Log Tavern	Cuddebackville, NY (Verizon – NY), Dingman's Ferry, Matamoras, Montague, NJ (United Telephone Co.), Port Jervis, NY (Verizon – NY)
Millersville	Lancaster, Landisville, Millersville, Mountville (United Tel. Co.), Strasburg
Millheim	Bellefonte, Boalsburg, Centre Hall, Millheim, Spring Mills, State College
Millvale (Includes Sharpsburg)	Bellevue, Braddock, Carrick, Crafton, East Liberty, Fox Chapel, Glenshaw, Homestead, Millvale, Oakmont, Pittsburgh
Millville	Bloomsburg, Millville, Washingtonville
Milton	Lewisburg (Buffalo Valley Tel. Co.), Mifflinburg (Buffalo Valley Tel. Co.), Milton, Northumberland, Sunbury, Washingtonville, Watsontown (ALLTEL)
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
Monroeville (Includes Turtle Creek)	Braddock, Export, Harrison City, Irwin, McKeesport, Monroeville, Penn Hills
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

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5.10 Service Availability (cont'd)

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Moscow	Hamlin, Moscow, Newfoundland, Scranton, Wallenpaupack
Mount Carmel	Ashland, Elysburg, Kulpmont, Mount Carmel, Shamokin
Mount Gretna	Annville, Lebanon, Mount Gretna, Palmyra
Mount Jewett	Bradford, Mount Jewett, Kane
Mount Pleasant	Connellsville, Greensburg, Kecksburg (Citizens Tel. Co. of Kecksburg), Mount Pleasant, Scottdale, Youngwood
Mount Pleasant Mills	Beaver Springs, Middleburg, Selinsgrove
Mount Pocono	Cresco, Lords Vailey, Mount Pocono, Newfoundland, Stroudsburg
Mount Union	Huntingdon, McConnellstown (United Tel. Co.), Mount Union
Mountaintop	Kingston, Mountaintop, Nanticoke, Nuangola (Commonwealth Tel.), Plymouth, Wilkes-Barre
Myerstown	Frystown, Schaefferstown, Womeisdorf, Lebanon
Nanticoke	Kingston, Mountaintop, Nanticoke, Nuangola (Commonwealth Tel.), Plymouth, Wilkes-Barre
Nanty Glo	Edensburg, Johnstown
Nazareth	Allentown, Bath, Bethlehem, Catasauqua, Easton, Nazareth
Nesquehoning	Jim Thorpe, Lansford (ALLTEL), Lehighton, Nesquehoning
New Bedford	New Castle, New Wilmington
New Castle	Bessemer, Ellwood City, New Bedford (Verizon – North), New Castle, New Wilmington (Verizon – North), Plain Grove (United Tel. Co.), Princeton (Verizon – North), Volant (United Tel. Co.), Wampum
New Florence	Bolivar, Johnstown, New Florence, Seward
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

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5.10 Service Availability (cont'd)

New Salem	Brownsville, New Salem, Republic, Uniontown
New Smithville	Allentown, Ironton (Ironton Telephone Co.), Kempton, New Tripoli
New Tripoli	Allentown, Kempton, New Smithville, Slatington
New Wilmington	New Bedford, New Castle, Sharon, Volant (The United Telephone Co. of Pa.)
Newfoundland	Cresco, Hamlin, Hawley, Lake Ariel, Lords Valley, Moscow, Mount Pocono, Newfoundland, Wallenpaupack
Newtown	Newtown, Phila. Subn. Zone 40, Phila. Subn. Zone 43, Wycombe, Yardley
Norristown	Ambler, Center Point, Collegeville, Conshohocken, Harleysville, Lansdale, Norristown, North Wales, Phoenixville, Royersford, Schwenksville, Valley Forge, Wayne
North East	Erie, South Ripley, New York (Verizon – NY), Wattsburg
North Wales	Center Point, Harleysville, Lansdale, Line Lexington, North Wales, Phila. Subn. Zone 30, Phila. Subn. Zone 33, Souderton
Northampton	Allentown, Bath, Bethlehem, Catasauqua, Ironton (Ironton Tel. Co.), Northampton, Slatington
Northumberland	Danville, Milton, Northumberland, Sunbury
Numidia	Bloomsburg, Catawissa, Elysburg, Numidia
Oakdale	Bridgeville, Carnegie, Imperial, McDonald, Oakdale
Oakdale	Imperial, McDonald, Oakdale, Pitb. Subn. Zone 13, Pitb. Subn. Zone 14
Oakmont	East Liberty, Fox Chapel, Millvale, New Kensington, Oakmont, Penn Hills, Springdale, Tarentum
Oil City	Cooperstown, Franklin, Pleasantville, Titusville
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 Milis, Philipsburg
Oxford	Avondale, Kemblesville, Kirkwood (Commonwealth Tel.), Landenberg, Oxford, West Grove
Palmyra	Annville, Harrisburg Zone 1, Hershey (Verizon – North), Hummelstown, Lebanon, Mount Gretna, Palmyra

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5.10 Service Availability (cont'd)

Paoli-Malvern-Berwyn	Broomall-Newton Square, Chester Springs, Downingtown, Eagle, Exton, Lenape, Paoli-Malvern-Berwyn, Phoenixville, Valley Forge, Wayne, West Chester, Westtown
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
Penn Hills	Braddock, Export, Monroeville, Oakmont Penn Hills
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
Perrysville	Bellevue, Glenshaw, Perrysville, Wexford
Philipsburg	Clearfield, Frenchville, Houtzdale, Osceola Mills, Philipsburg, Winburne
Phoenixville	Chester Springs, Collegeville, Eagle, Phila. Subn. Zone 28, Phila. Subn. Zone 29, Phoenixville, Pughtown, Royersford
Pine Grove	Auburn, Friedensburg, Tremont (Commonwealth Telephone Co.)
Pittsburgh	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, Millvale, Pittsburgh
Pittston	Harding (Commonwealth Tel.), Kingston, Moosic, Pittston, Scranton, Taylor, Wilkes-Barre, Wyoming
Pleasant Hills	Bethel Park, Carrick, Clairton, Elizabeth, Homestead, McKeesport, Pleasant Hills
Pleasantville	Grand Valley, Oil City, Titusville

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5.10 Service Availability (cont'd)

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
Port Allegany	Eldred, Port Allegany, Roulette, Smethport
Portage	Cresson, Ebensburg, Johnston, Portage, Southfork
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
Princeton	New Castle, Portersville (United Telephone Co. of Pa.), Ellwood City
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
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.)
Red Lion	Brogue, Loganville, York
Renovo	Renovo

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5.10 Service Availability (cont'd)

Republic	Brownsville, New Salem, Republic, Uniontown
Rew	Bradford, Duke Center (Armstrong North), Eldred, Limestone, NY (Verizon – NY), Rew, Smethport
Reynoldsville	DuBois, Reynoldsville, Sykesville
	Allentown, Bethlehem, Catasauqua, Easton, Ferndale (Commonwealth Tel.), Hellertown, Milford, NJ (Verizon – NJ), Phillipsburg, NJ (Verizon – NJ), Riegelsville,
Riegelsville	Springtown, Upper Black Eddy
Robesonia	Bernville, Womelsdorf, Reading
Rochester	Aliquippa, Ambridge, Baden, Beaver Falls, Hookstown, Midland, Rochester
Rockwood	Berlin, Confluence, Meyersdale, Somerset
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
Sabinsville	Westfield
Saint Clair	Frackville, Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven
Salisbury	Confluence, Meyersdale, Grantsville, Md. (Verizon – Md.)
Saltsburg	Avonmore
Saxton	Hopewell (United Tel. Co.), Saxton
Sayre	Waverly, NY (Verizon - NY)
Schaefferstown	Myerstown, Womelsdorf, Lebanon
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

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5.10 Service Availability (cont'd)

Scottdale	Connellsville, Dawson, Mount Pleasant, Scottdale
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
Selinsgrove	Beaver Springs, Middleburg, Mount Pleasant Mills, Sunbury
Selinsgrove – Shamokin Dam	Beaver Springs, Middleburg, Mount Pleasant Mills, Sunbury
Seward	Johnstown, New Florence
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
Shellsville	Jonestown, Harrisburg, Hummelstown, Hershey
Shenandoah	Ashland, Frackville, Girardsville, Mahanoy City, Ringtown (Commonwealth Tel.), Shenandoah
Shohola	Barryville, NY (Verizon - NY), Milford/Log Tavern
Slatington	Alfentown, Bath, Bethlehem, Catasauqua, Ironton (Ironton Tel. Co.), New Tripoli (Verizon – North), Northampton, Slatington
Smethport	Bradford, Eldred, Port Allegany, Rew, Smethport
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
Somerset	Berlin, Boswell, Rockwood, Stoystown
Souderton	Center Point, Collegeville, Doylestown, Dublin, Green Lane, Harleysville, Lansdale, Line Lexington, North Wales, Pennsburg, Perkasie, Quakertown, Schwenksville, Souderton

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5.10 Service Availability (cont'd)

South Fork	Beaverdale, Johnstown
Spartansburg	Corry, Lincolnville, Titusville, Townville (Mid-Penn Telephone Corp.)
Spring Grove	Hanover (United Telephone Co. of Pa.), Jefferson, York
Spring Mills	Bellefonte, Boalsburg, Centre Hall, Millheim, Spring Mills, State College
Springdale	New Kensington, Pitb. Subn. Zone 19, Pitb. Subn. Zone 20, Springdale, Tarentum
Springtown	Allentown, Bethlehem, Catasauqua, Easton, Ferndale (Commonwealth Tel.), Hellertown, Milford, NJ (Verizon – NJ), Quakertown, Riegelsville, Springtown, Upper Black Eddy
State College	Bellefonte, Boalsburg, Centre Hall, Port Matilda (ALLTEL), Spring Mills, State College
Stewartstown	Fawn Grove, Glen Rock, Red Lion, York, Jarrettsville, Md. (Service to NXX 941 only)
Stoystown	Berlin, Boswell, Hooversville, Somerset
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
Swarthmore	Broomall-Newton Square, Chester, Darby-Ridley Park- Sharon Hill, Havertown-Manoa, Media, Swarthmore, Upper Darby
Sykesville	DuBois, Luthersburg (ALLTEL), Reynoldsville, Sykesville
Tamaqua	Lakewood (Frontier Comm. – Lakewood), Lansford (ALLTEL), Mahanoy City, McAdoo, New Philadelphia, Pottsville, Tamaqua
Tarentum	New Kensington, Pitb. Subn. Zone 20, Springdale, Tarentum
Taylor	Moosic, Olyphant, Pittston, Scranton, Taylor, Wyoming
Taylorstown	Buffalo, Claysville, Washington

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5.10 Service Availability (cont'd)

Tidioute	Endeavor, Tidioute, Tionesta, Warren	
Tionesta	Endeavor, Tidioute, Tionesta	
Titusville	Grand Valley, Oil City, Pleasantville, Spartansburg	
Trout Run	Brookside, Loyalsock, Williamsport	
Ulysses	Coudersport, Ulysses	
Union City	Corry, Erie, Lincolnville, Waterford, Wattsburg	
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	
Upper Darby	Darby-Ridley Park-Sharon Hill, Havertown-Manoa, Phila. Zone 2, Swarthmore, Upper Darby	
Valley Forge	Collegeville, Norristown, Paoli-Malvern-Berwyn, Phoenixville, Royersford, Valley Forge, Wayne	
Vandergrift	Apollo (ALLTEL Pa., Inc.), Avonmore, Leechburg (Mid-Penn Telephone Corp.)	
Wallenpaupack	Hamlin, Hawley, Honesdale, Lake Ariel, Lords Valley, Moscow, Newfoundland, Wallenpaupack	
Wampum	Beaver Falls, Ellwood City, New Castle, Wampum	
Warren	Russell, Sheffield (ALLTEL), Sugar Grove, Tidioute, Warren, Youngsville	
Warrington	Ambler, Bethayres-Huntingdon, Buckingham, Doylestown, Feasterville-Churchville, Hatboro, Line Lexington, Warrington, Willow Grove, Wycombe	
Washington	Avella, Buffalo (Verizon – North), Canonsburg, Claysville, Hickory (Hickory Tel. Co.), McMurray, Taylorstown (Verizon – North), Washington, West Alexander	
Washingtonville	Bloomsburg, Danville, Millville, Milton, Turbotville (ALLTEL), Washingtonville	

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5.10 Service Availability (cont'd)

Waterford	Erie, Union City, Wattsburg	
Wattsburg	Corry, Erie, North East, Union City, Waterford	
Wayne	Ardmore, Broomall-Newton Square, Bryn Mawr, Conshohocken, Norristown, Paoli-Malvern-Berwyn, Valley Forge, Wayne	
Weatherly	Freeland, Hazleton, Jim Thorpe, McAdoo, Weatherly, White Haven	
Wellersburg	Mt. Savage, Md., Cumberland, Md., Frostburg, Md. (Verizon – Md.), Meyersdale, Hyndman (United Telephone Co. of Pa.)	
Wesley	Clintonville, Harrisville (United Telephone Co. of Pa.), Grove City, Mercer	
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)	
West Middlesex	Sharon, PA, Sharon, O. (AMERITECH, O.), Sharpsville, West Middlesex	
West Newton	Belle Vernon, West Newton, Yukon (Yukon-Waltz Tel. Co.)	
Westfield	Elkland, Harrison Valley, Knoxville, Sabinsville	
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	

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5.10 Service Availability (cont'd)

Williamsport	Jersey Shore, Loyalsock (Verizon – North), Oval (Pennsylvania Tel. Co.), Trout Run (Verizon – North), Williamsport
Willow Grove	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park- Jenkintown, Feasterville-Churchville, Hatboro, Warrington, Willow Grove
Winburne	Clearfield, Frenchville, Philipsburg, Winburne
Windber	Central City, Johnstow
Womelsdorf	Bernville, Myerstown, Robesonia, Schaefferstown, Reading
Woolrich	Avis, Jersey Shore, Lock Haven, Woolrich
Wrightsville	Red Lion, York, Columbia (Columbia Telephone Co.)
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
York	Dover, Loganville, Manchester, Red Lion, Spring Grove, Wrightsville
Youngsville	Russell, Sugar Grove, Warren, Youngsville
Youngwood	Greensburg, Mount Pleasant, Youngwood
Zelienople	Beaver Falls, Criders Corners (North Pitt. Tel. Co.), Ellwood City, Evans City (United Tel. Co.), Zelienople

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SECTION 6 - RATES AND CHARGES

6.1 General Regulations

- 6.1.1 Except as specifically indicated, the rates set forth in this section are for private line services where the originating and terminating points are on Company's existing network. In all other situations, special construction charges may apply in order to connect locations to Company's network.
 - 6.1.2 Services may be provided using one, or a combination of rate elements as outlined in this Tariff.
 - 6.1.3 Unless otherwise indicated, rates apply uniformly in all areas served by Company.
- 6.1.4 Services for which a rate of "NOC" is listed are not offered currently.
- 6.2 <u>Charges for Changes to Pending Orders, Service Rearrangements and Expedite</u>
 Charges

From time to time, customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse Company for the increased expenses incurred on an ICB.

6.3 <u>Nonrecurring Charge</u>

Nonrecurring charges will be charged on a time and materials basis.

6.4 Special Construction

6.4.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

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SECTION 6 - RATES AND CHARGES (Cont'd)

6.4 <u>Special Construction</u> (Cont'd)

6.4.2 Basis for Cost Computation

The costs referred to in Section 6.4.1 may include one or more of the following items to the extent that they are applicable:

- A. cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - rights-of-way;
- B. cost of maintenance;
- depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

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SECTION 6 - RATES AND CHARGES (Cont'd)

6.5 Rates

6.5.1 Point-To-Point and Multipoint Services

6.5.1.1	DS1 - 1.544 Mbps	<u>Monthly</u>	<u>NRC</u>
	 Local Distribution Channel Year Years Years 	\$150.00 \$125.00 \$125.00	\$600.00 \$500.00 \$125.00
	2. Interoffice Channel1 Year3 Years5 Years	\$440.00 \$380.00 \$325.00	\$600.00 \$400.00 \$300.00
6.5.1.2	<u>DS3 - 44.736 Mbps</u>	•	
	 Local Distribution Channel Year Years Years 	Monthly \$1100.00 \$1000.00 \$900.00	NRC \$1000.00 \$ 500.00 \$500.00
	2. Multiplexing Mux Ports	\$375.00 \$5.00	\$200.00 \$100.00
	3. Interoffice Channel1 Year3 Years5 Years	\$5450.00 \$4950.00 \$4450.00	\$2000.00 \$2000.00 \$2000.00

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SECTION 6 - RATES AND CHARGES (Cont'd)

6.5 Rates (Cont'd)

6.5.2 Dark Fiber Services

Recurring Charges (Per Fiber Strand Per Mile)

Per Strand ICB

Non-recurring Charges (Per Point of Termination)

Per Strand ICB

6.5.3 Service Elements

6.5.3.1 Nonrecurring Charges

<u>Description</u>	Nonrecurring <u>Charge</u>
Administrative Charge - per order OC-3 Service 155.52 Mbps OC-12 Service 622;08 Mbps OC-48 Service 2488.32 Mbps	ICB ICB ICB
Design and Central Office Connection Charge - per circuit OC-3 Service 155.52 Mbps OC-12 Service 622;08 Mbps OC-48 Service 2488.32 Mbps	ICB ICB ICB
Customer Connection Charge - per termination OC-3 Service 155.52 Mbps OC-12 Service 622;08 Mbps OC-48 Service 2488.32 Mbps	ICB ICB ICB

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SECTION 6. RATES AND CHARGES (Cont'd)

6.5 Rates (Cont'd)

6.5.3 Service Elements (Cont'd)

6.5.3.2 Monthly Payment

2 Monthly Payment	Monthly
<u>Description</u>	<u>Payment</u>
Local Distribution Channel - per point of termination OC-3 OC-12 OC-48	ICB ICB ICB
Channel Mileage Termination - per point of Mileage Termination OC-3 OC-12 OC-48	ICB ICB ICB
Channel Mileage - per mile OC-3 OC-12 OC-48	ICB ICB ICB ·
Optional Features: Add/Drop Multiplexing - per arrangement OC-3 OC-12 OC-48	ICB ICB ICB
Add/Drop Function - OC-3 Service - per DS3 Add or Drop - per DS1 Add or Drop - OC-12 Service - per OC-3 Add or Drop	ICB ICB
- per DS3 Add or Drop - OC-48 Service - per OC-12 Add or Drop - per OC-3 Add or Drop - per DS3 Add or Drop	ICB ICB ICB ICB

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SECTION 6. RATES AND CHARGES (Cont'd)

6.5 Rates (Cont'd)

6.5.4 Basic Local Exchange Service

6.5.4.A Standard Local Loop Service

Non-Recurring Charge - \$73.00 per line Monthly Recurring Charge - \$29.20 per line

6.5.4.B Directory Listings

Additional Listings – Non-Recurring Charge - \$19.00 Additional Listings – Monthly Recurring Charge - \$6.00

6.5.4.C Directory Assistance*

Per Number Requested - \$1.25

6.5.4.D Restoration Charge

Non-Recurring Charge - \$48.00

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^{*} Directory Assistance Charges apply for all requests for which the Company's facilities are used, after the use by the customer of the number of "free" calls to Directory Assistance required by rules of the Pennsylvania Public Utility Commission.