

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00	:	
2. BUREAU: FUS	:	
3. SECTION(S):	:	
5. APPROVED BY:	:	4. PUBLIC MEETING DATE:
DIRECTOR:	:	00/00/00
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 11/15/04
8. DOCKET NO: A-311343	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: DSCI CORPORATION

COMP/APP COUNTY:

UTILITY CODE: 311343

ALLEGATION OR SUBJECT

APPLICATION OF DSCI CORPORATION FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY TELECOMMUNICATIONS SERVICES AS AN INTEREXCHANGE TOLL RESELLER TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA.

DOCUMENT
FOLDER

DOCKETED
DEC 10 2004

Telecommunications
E Commerce
Technology
Corporate & Finance
Trademarks
Proprietary Rights
Complex Litigation
General Business Law

The Helein Law Group, LLLP

8180 Greensboro Drive
Suite 700
McLean, VA 22102

(703) 714-1300 (Telephone)
(703) 714-1330 (Facsimile)
mail@thglaw.com

ORIGINAL

A - 311343

Writer's Direct Dial Number

(703) 714-1313

November 15, 2004

Writer's E-mail Address

jsm@thglaw.com

Via Overnight Courier

RECEIVED

NOV 15 2004

Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
Second Floor - Room N201
Harrisburg, Pennsylvania 17120

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

***Re: Application of DSCI Corporation for Approval to Offer, Render,
Furnish or Supply Telecommunications Services to the Public in the
Commonwealth of Pennsylvania***

Ladies and Gentlemen:

On behalf of DSCI Corporation, transmitted herewith is an original plus three (3) copies of its Application for Approval to Offer, Render, Furnish or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania. Also enclosed is a check in the amount of \$250.00 for the filing fee associated with this Application.

An additional copy of this filing is also enclosed, to be date-stamped and returned in the postage-prepaid envelope provided.

Should there be any questions regarding this filing, kindly contact the undersigned.

Respectfully submitted,



Jonathan S. Marashlian
Regulatory Counsel

JSM/sr
Enclosures

cc: Service List

DOCUMENT FOLDER

114

Application of:

A - 311343

DSCI Corporation 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.

DSCI Corporation
1050 Waltham Street
Lexington, MA 02421
Ph: 781-862-8300
Fx: 781-862-4545

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.

Jonathan S. Marashlian
The Helein Law Group, LLLP
8180 Greensboro Drive, Suite 700
McLean, VA 22102
Ph: 703-714-1313
Fx: 703-714-1330
E-mail: jsm@thlglaw.com

DOCUMENT
FOLDER

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.

Jonathan S. Marashlian
The Helein Law Group, LLLP
8180 Greensboro Drive, Suite 700
McLean, VA 22102
Ph: 703-714-1313
Fx: 703-714-1330
E-mail: jsm@thlglaw.com

DOCKETED
DEC 10 2004

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.

Tim Battles
403 Waltham Street
Lexington, MA 02124
Main #: 781 862 8300
Fax #: 781 862 4545
E-mail: tbattles@dscicorp.com

RECEIVED

NOV 16 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

- 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.

Mariane Donmoyer
VP Customer Care
42 Franklin Street
Laconia, NH 03246
Main #: 603 528 6200
Fax #: 603 528 6288
E-mail: mdonmoyer@dscicorp.com

4. FICTITIOUS NAME:

- 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)
 - Domestic registered limited liability partnership (15 Pa. C.S. §8201)
 - *Foreign registered limited liability general partnership (15 Pa. C.S. §8211)

*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

Attach to the application the name and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

Attach to the application proof of compliance with appropriate Department of State filing requirements as indicated above.

5. (Continued)

- 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.

CT Corporation System
1515 Market Street, Suite 1210
Philadelphia, PA 19102

Attach to the application proof of compliance with appropriate Department of State filing requirements as indicated above.

See **Exhibit 1.**

Additionally, provide a copy of the Applicant's Articles of Incorporation or a Certificate of Organization.

See **Exhibit 2.**

The Applicant is incorporated in the State of Massachusetts.

Give name and address of officers:

Sean M. Dandley
Chief Executive Officer, President and Director
DSCI Corporation
1050 Waltham Street
Lexington, MA 02421

James Maloney
Treasurer and Director
DSCI Corporation
1050 Waltham Street
Lexington, MA 02421

Timothy Battles
Clerk and Director
DSCI Corporation
1050 Waltham Street
Lexington, MA 02421

6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

- The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.
- The Applicant has affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates.

If the Applicant or an affiliates has a predecessor who has done business within Pennsylvania, give name and address of the predecessors and state whether they were jurisdictional public utilities. Give the docket numbers for the authority of such predecessors.

7. AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA:

- The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.
- The Applicant has affiliates rendering or predecessors which rendered public utility service outside Pennsylvania. Name and address of the affiliates. Name and address of the predecessors (please specify which).

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).

9. APPLICANT'S PROPOSED OPERATIONS: The Applicant proposes to operate 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).

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 is an established telecommunications services provider based in the State of Massachusetts. Founded in 2000, Applicant currently provides resold long distance and resold and/or UNE-P based local exchange services to enterprise customers in Massachusetts, New York, New Hampshire, Rhode Island, Maine and Vermont. In expanding its services to the State of Pennsylvania, Applicant intends to provide services to enterprise customers throughout the entire state or to the extent the facilities of its underlying carriers permit.

Applicant provides a full range of voice services, including local, long distance, toll-free, calling card, and conferencing services, with a wide selection of enhanced features. Applicant's local service offerings include analog business lines & trunks, digital PBX trunks, ISDN, ISDN-PRI, ISDN-BRI, and a full range of vertical calling features, such as Caller ID, remote call forwarding, multi-line hunting, and voice mail. Applicant's long distance services include switched and dedicated services.

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.

Applicant proposes to offer:

- long distance service in all equal access exchanges throughout the state of Pennsylvania
- resold local exchange services throughout Verizon's territory
- UNE-P local exchange services throughout Verizon's territory

Applicant has no immediate plans to offer facilities-based local exchange services. If Applicant does offer facilities-based local exchange services, it will provide services where Verizon facilities or the facilities of competitive suppliers permit.

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.

For all proposed service offerings, Applicant will market to small, medium and large business customers. Applicant will not provide services to residential consumers.

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 R/S, CLEC, CAP, or IXC F/B. A copy of all proposed tariffs must be appended to each original and duplicate original and copy of Form 377.

See Exhibit 3.

14. **FINANCIAL:** Attach the following to the Application:

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

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

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.

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

See Exhibit 4.

15. **START DATE:** The Applicant proposes to begin offering services on or about December 1, 2004.

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.

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

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

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.

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.

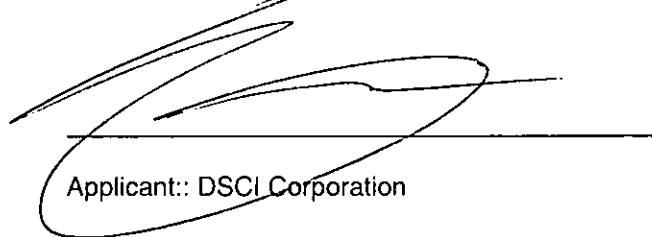
Applicant does not claim a particular status pursuant to the FCA.

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 Applicant nor any person identified in this Application has been convicted of a crime involving fraud or similar activity. There no or proceedings dealing with business operations in the last five (5) years to which Applicant or any person identified in this Application has been a defendant or a respondent. Applicant has no affiliates or predecessors.

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.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Sean Dandley", is written over a horizontal line. The signature is somewhat stylized and loops back under the line.

Applicant: DSCI Corporation

By: Sean Dandley

Title: President & CEO

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

AFFIDAVIT

Commonwealth of Massachusetts :
County of MIDDLESEX : ss.

Sean Dandley, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He is the President & CEO of DSCI Corporation;

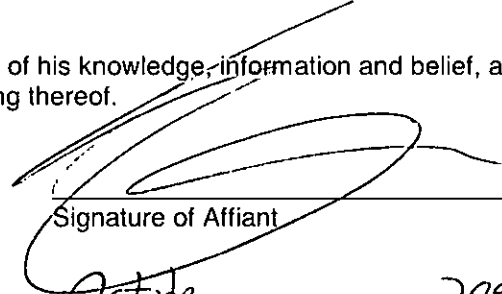
That he is authorized to and does make this affidavit for said corporation;

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

That DSCI Corporation, the Applicant herein, asserts that it possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

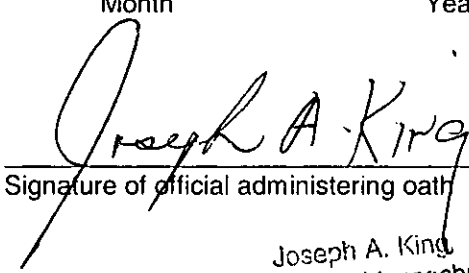
That DSCI Corporation, the Applicant herein, asserts that it has contacted the appropriate 911 Coordinator(s) via **certified letter**, from the list provided from the PUC web site (www.puc.paonline.com), and that arrangements are under way for the provisioning of emergency 911 service in each of the Counties/Cities where service is to be provided. **The applicant certifies it has attached a copy of the 911 Coordinator list indicating each 911 Coordinator contacted.**

That the facts above set forth are true and correct to the best of his knowledge, information and belief, and that he expects said entity to be able to prove the same at any hearing thereof.



Signature of Affiant

Sworn and subscribe before me this 29th day of October, 2004.
Month Year



Signature of official administering oath

Joseph A. King
Notary Public, Massachusetts
My Commission expires Feb. 6, 2009
~~My Commission Expires Feb. 6, 2009~~

23. **VERIFICATION STATEMENT:** Attach to the Application a verification statement as follows:

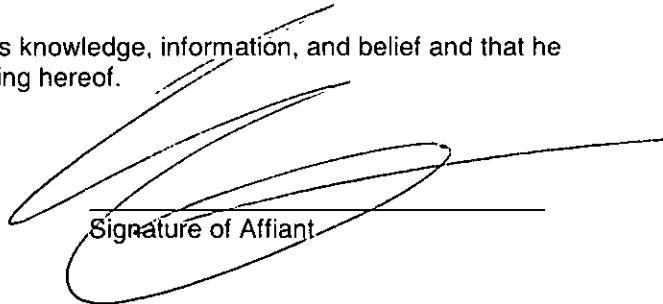
Commonwealth of Massachusetts :
: ss.
County of MIDDLESEX :

Sean Dandley, Affiant, being duly sworn/affirmed according to law, deposes and says that:

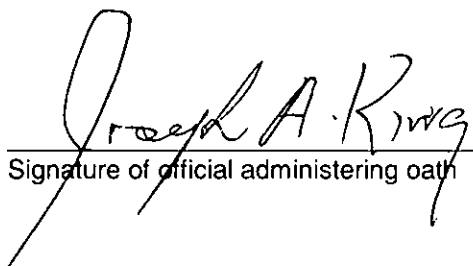
He is the President & CEO of DSCI Corporation;

That he is authorized to and does make this affidavit for said corporation;

That the facts above set forth are true and correct to the best of his knowledge, information, and belief and that he expects said corporation to be able to prove the same at any hearing hereof.


Signature of Affiant

Sworn and subscribed before me this 29th day of OCTOBER, 2004.
Month Year


Signature of official administering oath

Joseph A. King
Notary Public, Massachusetts
My Commission Expires Feb. 6, 2009

My Commission expires _____.

EXHIBIT 1

Certificate of Authority

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

September 23, 2003

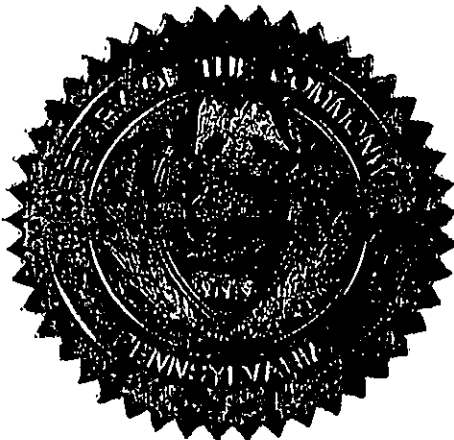


TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

DSCI CORPORATION

is duly qualified to do business under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.



IN TESTIMONY WHEREOF, I
have hereunto set my hand and
caused the Seal of the
Secretary's Office to be affixed,
the day and year above written.

Pedro C. Cortes

Secretary of the Commonwealth

STMARTZ

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

DSCI CORPORATION

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 WWW.DOS.STATE.PA.US/CORPS 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 : 3151230

MICROFILM NUMBER : 2003065

MICROFILM START - END : 1757 - 1758

QUAN LE
MURTHA CULLINA LLP
99 HIGH ST
BOSTON MA 02110 - 2320

2003065-1757

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

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

Entity Number

3151230

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

Name

Address

City

State

Zip Code

Document will be returned to the name and address you enter to the left.



Fee: \$180

Filed in the Department of State on

JUN 18 2003

Pedro C. Cortes

Secretary of the Commonwealth

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:

1. The name of the corporation is:

DSCI Corporation

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:

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

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

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

5. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:

1050 Waltham Street, Lexington, Massachusetts 02421

Number and street

City

State

Zip

PA DEPT OF STATE

PA DEPT OF STATE

2003 AUG -17 PM 2:08

2003 JUN 19 PM 2:18

2003065-1758

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 Zip County

(b) Name of Commercial Registered Office Provider County

c/o: C T Corporation System, 1515 Market Street, Suite 1210
Philadelphia, PA 19102

7. Check one of the following:

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

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

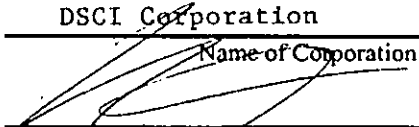
IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for Certificate of Authority to be signed by a duly authorized officer thereof this

30 day of May,

2003.

DSCI Corporation

Name of Corporation


Sean M. Dandley Signature

President

Title

EXHIBIT 2

Articles of Incorporation

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Examiner

ARTICLES OF ORGANIZATION (General Laws, Chapter 156B)

Name
Approved

ARTICLE I

The exact name of the corporation is:

DSCI CORPORATION

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

To engage in the business of selling telecommunications voice and data services, to engage in such other activities as may be necessary or incidental to such purposes, and to carry on any other business or activity which may lawfully be carried on by a corporation organized under Massachusetts General Laws, Chapter 156B.

C
P
M
R.A.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

P.C.

156Bart 4/5/00

ARTICLE III

State the total number of shares and par value, if any, of each class of stock which the corporation is authorized to issue.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:	200,000	Common:		
Preferred:		Preferred:		

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

N/A

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

See Continuation Sheet 5A.

ARTICLE VI

**Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

See Continuation Sheets 6A and 6B.

***If there are no provisions state "None".*

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

CONTINUATION SHEET 5A

Any stockholder, including the heirs, assigns, executors or administrators of a deceased stockholder desiring to sell or transfer such stock owned by him or them, shall first offer it to the corporation through the Board of Directors in the manner following:

He shall notify the Directors of his desire to sell or transfer by notice in writing, which notice shall contain the price at which he is willing to sell or transfer and the name of one arbitrator. The directors shall within 30 days thereafter, either accept the offer, or by notice to him in writing, name a second arbitrator and these two shall name a third. It shall then be the duty of the arbitrators to ascertain the value of the stock and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator.

After the acceptance of the offer or the report of the arbitrators as to the value of the stock, the Directors shall have 30 days within which to purchase the same at such valuation, but, if at the expiration of 30 days the corporation shall not have exercised the right so to purchase the owner of the stock shall be at liberty to dispose of same in any manner as he may see fit.

No shares of stock shall be sold or transferred on the books of the corporation until these provisions have been complied with, but the Board of Directors may in any particular instance, waive the requirements.

CONTINUATION SHEET 6A

The Board of Directors of the Corporation may make, amend or repeal the By-Laws of the Corporation. in whole or in part, except with respect to any provision thereof which by law the Articles of Organization, or the By-Laws, requires action exclusively by the Stockholders entitled to vote thereon; but any by-law adopted by the Board of Directors may be amended or repealed by the stockholders.

All meetings of stockholders of the Corporation may be held within the Commonwealth of Massachusetts or elsewhere within the United States. The place of the meetings shall be fixed in, or determined in the manner provided in the By-Laws.

Each director or officer, present or former, of the corporation or of any other corporation, a majority of the stock of which is owned by the corporation, shall be indemnified by the corporation against all costs and expenses reasonably incurred by or imposed upon him in connection with or arising out of any action, suit or proceeding in which he may be involved by reason of his being or having been such director or officer, such expenses to include the cost of reasonable settlements (other than amounts paid to the corporation itself) made with a view to curtailing costs of litigation. The corporation shall not, however, indemnify any such director or officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation, or in respect of any matter on which any settlement or compromise is effected if the total expense including the cost of such settlement, shall substantially exceed the expense which might reasonably be incurred by such director or officer in conducting such litigation to a final conclusion. The foregoing right of indemnification shall not be exclusive of other rights to which any such director or officer may be entitled as a matter of law. In determining the reasonableness of any settlement, the judgment of the Board of Directors shall be final.

No contract or other transaction between this Corporation and any other firm or corporation shall be affected or invalidated by reason of the fact that any one or more of the directors or officers of this corporation is or are interested in, or is a member, stockholder, director, or officer or are members, stockholders, directors, or officers of such other firm or corporation; and any director or officer or officers, individually or jointly, may be a party or parties to, or may be interested in, any contract or transaction of this corporation or in which this corporation is interested, and no contract, act or transaction of this corporation with any person or persons, firm, association or corporation, shall be affected or invalidated by reason of the fact that any director or directors, or officer or officers of this corporation is a party or are parties to, or interested in, such contract, fact or transaction, or in any way connected with such person or

CONTINUATION SHEET 6B

persons, firm, association or corporation, and each and every person who may become a director or officer of this corporation is hereby relieved from any liability that might otherwise exist from thus contracting with this corporation for the benefit of himself or any firm, association or corporation in which he may be anywise interested.

The corporation may be a partner in any business enterprise which it would have the power to conduct by itself.

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is:

30 Pinewood Road, Bolton, MA 01740

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Sean M. Dandley	30 Pinewood Road, Bolton, MA	01740
Treasurer:	James Maloney	1 Primus Ave., #1, Boston, MA	02114
Clerk:	Timothy Battles	99 Overlook Drive, Groton, MA	01450
Directors:	Sean M. Dandley	30 Pinewood Road, Bolton, MA	01740
	James Maloney	1 Primus Ave., #1, Boston, MA	02114
	Timothy Battles	99 Overlook Drive, Groton, MA	01450

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of: December

d. The name and business address of the resident agent, if any, of the corporation is:

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this _____ day of December, 2000.

Sean M. Dandley
30 Pinewood Road
Bolton, MA 01740

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title below holds or other authority by which such action is taken.

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

(General Laws, Chapter 156B)

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ _____ having been paid, said articles are deemed to have been filed with me this _____ day of _____ 20 _____.

Effective date: _____

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

FILING FEE: One tenth of one percent of the total authorized capital stock, but not less than \$200.00. For the purpose of filing, shares of stock with a par value less than \$1.00, or no par stock, shall be deemed to have a par value of \$1.00 per share.

TO BE FILLED IN BY CORPORATION

Photocopy of document to be sent to:

Jonathan L. Mezrich, Esquire
Murtha Cullina Roche Carens & DeGiacomo

99 High Street, 20th Floor

Boston, MA 02110

Telephone: (617) 457-4000



The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

November 15, 2002

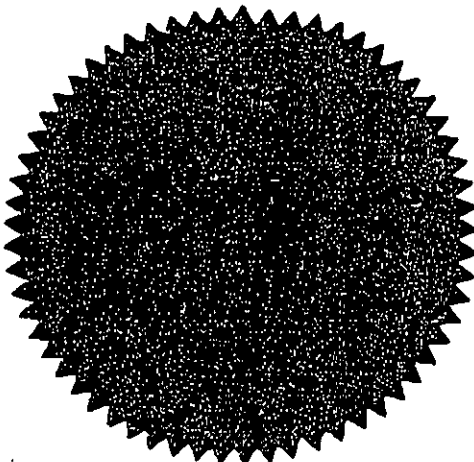
TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office,

DSCI CORPORATION

is a domestic corporation organized on **December 12, 2000**, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156B section 101 for said corporations dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

*MGL Chapter 156B Section 83A provides that certain consolidations and mergers may be filed with the division within thirty days after the effective date of the merger or consolidation.



EXHIBIT 3

Proposed Tariff

REGULATIONS AND SCHEDULE OF CHARGES
APPLYING TO COMPETITIVE LOCAL EXCHANGE SERVICES WITHIN
THE COMMONWEALTH OF PENNSYLVANIA

PROVIDED BY

DSCI Corporation
1050 Waltham Street
Lexington, Massachusetts 02421

Issued:

Effective:

Issued by:

Sean M. Dandley
CEO
1050 Waltham Street
Lexington, Massachusetts 02421

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Basic Services and Rates Section 4

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CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SUPPLEMENT NO. __ - PA P.U.C. NO. 1

LIST OF MODIFICATIONS

Changes:

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CEO
1050 Waltham Street
Lexington, Massachusetts 02421

CHECK SHEET

Section	Page	Revision	Section	Page	Revision	Section	Page	Revision
Title	Title	Original*	Section 2	31	Original*	Section 3	31	Original*
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*Denotes New or Revised Page.

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Issued by:

Sean M. Dandley
 CEO
 1050 Waltham Street
 Lexington, Massachusetts 02421

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

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

- (I) To signify increase in rates.
- (D) To signify decrease in rates.
- (C) To signify any other changes.

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Sean M. Dandley
CEO
1050 Waltham Street
Lexington, Massachusetts 02421

APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by DSCI Corporation ("Company"), to Customers within the Commonwealth of Pennsylvania.

This Company's Tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Communications Act of 1934 as amended by the Telecommunications Act of 1996.

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TARIFF FORMAT

A. 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 14.1.

B. 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 Pennsylvania Public Utility Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Pennsylvania Public Utility Commission is not always the Tariff page in effect. Consult the Check Sheet for the page currently in effect.

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

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

D. Check Sheets – When a Tariff filing is made with the Pennsylvania Public Utility Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remain 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 Pennsylvania Public Utility Commission.

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Sean M. Dandley
CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 1 – DEFINITIONS

For purposes of this tariff, the following definitions will apply:

Account Codes – Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

Automatic Numbering Identification (ANI) – A type of signaling provided by a local telephone company which automatically identifies the local exchange line from which a call originates.

Collocation – An arrangement whereby the Company’s switching equipment is located in a local exchange Company’s central office.

Commission – Refers to the Pennsylvania Public Utility Commission, unless otherwise indicated.

Company – DSCI Corporation, the issuer of this Tariff.

Customer – The person, firm or corporation that orders service and is responsible for payment of charges and compliance with the terms and conditions of this Tariff.

Deposit – Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

Dial Pulse (or “DP”) – The pulse type employed by rotary dial station sets.

DSCI Corporation – DSCI Corporation, issuer of this Tariff.

Dual Tone Multi-Frequency (or “DTMF”) – The pulse type employed by tone dial station sets.

Duplex Service – Service which provides for simultaneous transmission in both directions.

End Office – The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Exchange Telephone Company or Telephone Company – Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

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Lexington, Massachusetts 02421

SECTION 1 – DEFINITIONS (CONT'D)

Fiber Optic Cable – A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hearing Impaired – Those persons with communications impairments, including those hearing impaired, deaf, deaf/blind and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting – Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only – A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier – A long distance telecommunications service provider.

LATA – 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 designed as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor Tariff(s).

Minimum Point of Presence (“MPOP”) – The main telephone closet in the Customer’s building.

Monthly Recurring Charges – The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Multi-Frequency (or “MF”) – An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charge (“NRC”) – The initial charge, usually assessed on a one-time basis, to initiate and establish service.

NPA – Numbering plan or area code.

Other Telephone Company – An Exchange Telephone Company, other than the Company.

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CEO
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Lexington, Massachusetts 02421

SECTION 1 – DEFINITIONS (CONT'D)

PBX – Private Branch Exchange.

Point of Presence (“POP”) – Location where the Company maintains a facility for purposes of interconnecting to the Company's Network.

Recurring Charges – Monthly charges to the Customer for services, and equipment, which continues for the agreed-upon duration of the service.

Service – Any means of service offered herein or any combination thereof.

Service Commencement Date – The first day following the 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 access 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 Customer may mutually agree on a substitute Service Commencement Date.

Service Order – The written or verbal request for Network 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.

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

Shared Inbound Calls – Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls – Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that “1 + 10-digit number” calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing “10XXX” or 101XXXX” with a “1+10-digit number.”

Tandem – A class 4 switch facility to which NPA and NXX codes are subtended.

Two-Way – A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges – Charges for minutes or messages traversing over local exchange facilities.

User or End User – A Customer, Joint User or any other person authorized by a Customer to use service provided under this Tariff.

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CEO
1050 Waltham Street
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SECTION 2 – RULES AND REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the Commonwealth of Pennsylvania.

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

The Company's Tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa Code, 66 Pa. C.S. and the Communications Act of 1934 as amended by the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

2.1.2 Shortage of Equipment or Facilities

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

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Sean M. Dandley
CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.3 Terms and Conditions**

1. Service is provided on the basis of a minimum period of at least thirty (30) days, 24 hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
2. 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.
3. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by *either party upon notice*. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
4. 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.
5. Prior to termination of service, the utility should mail or deliver written notice to the Customer at least 10 days prior to the date of the proposed termination. Termination of service by a carrier to a residential customer should follow a two-step process, whereby the carrier shall mail or deliver written notice to the Customer at least seven (7) days before the date of proposed suspension regardless upon which suspension is sought (52 Pa. Code §64.71). When at least ten (10) days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension due to any of the following reasons: (1) failure to make satisfactory arrangements to pay arrears; (2) failure to post a deposit; (3) failure to meet the requirements of a payment agreement; (4) failure to give adequate assurances that an unauthorized use or practice will cease (52 Pa. Code §64.121).

Service may be terminated upon written notice to the Customer if:

- a. the Customer is using the service in violation of the Tariff; or
 - b. the Customer is using the service in violation of the law.
6. This Tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania regardless of its choice of laws provision.

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Effective:

Issued by:

Sean M. Dandley
CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.3 Terms and Conditions (Cont'd)**

7. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
8. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

2.1.4 Liability of the Company

1. The liability of the Company for damages arising out of the furnishing of its Services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities.
2. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including, but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
3. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
4. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

Issued:

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CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

5. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by any other party or person(s), and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.5 as a condition precedent to such installations.
6. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
7. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
8. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

Issued:

Effective:

Issued by:

Sean M. Dandley
CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

9. 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.
10. Directory Errors – The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or any others, for damages arising from errors or omissions in the making up or printing of its directories or in accepting listings as presented by customers or prospective customers, the Company's liability, if any, shall not exceed the amount paid for local exchange service during the period covered by the directory in which the error or omission occurred.
11. With respect to Emergency 911 Service:
 - A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or person, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
 - B. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, b the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, its users, agencies or municipalities, or the employees or agents of any one of them.

Issued:

Effective:

Issued by:

Sean M. Dandley
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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)****11. With respect to Emergency 911 Service (Cont'd)**

- C. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service *under this rate sheet*, the Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, *equipment or facilities additions, removals or rearrangements and routine preventative maintenance*. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment and Facilities**

1. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer.
2. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
3. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
4. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
5. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any other party other than the Company, including, but not limited to, the Customer.
6. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (A) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (B) the reception of signals by Customer-provided equipment.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.7 Universal Emergency Telephone Number Service (911, E911)**

1. This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
2. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
3. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.
4. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

5. The Company assumes no liability for any infringement, or any invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the Public Safety Agency must agree (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or person, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this Tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.8 Non-routine Installation**

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

2.1.9 Special Construction

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

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
2. of a type other than that which the Company would normally utilize in the furnishing of its services;
3. over a route other than that which the Company would normally utilize in the furnishing of its services;
4. in a quantity greater than that which the Company would normally construct;
5. on an expedited basis;
6. on a temporary basis until permanent facilities are available;
7. involving abnormal costs; or
8. in advance of its normal construction.

2.1.10 Ownership of Facilities

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.2 Prohibited Uses

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

1. the payment of all applicable charges pursuant to this Tariff;
2. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
3. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
4. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.3. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.3 Obligations of the Customer (Cont'd)****2.3.1 General (Cont'd)**

5. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or *maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., asbestos) prior to any construction or installation work;*
6. complying with all laws and regulations applicable to, and obtaining all consents, approvals, *licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.4; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein removing the facilities or equipment of the Company;*
7. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
8. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

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

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.4 Customer Equipment and Channels****2.4.1 General**

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

2.4.2 Station Equipment

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.4 Customer Equipment and Channels (Cont'd)****2.4.3 Interconnection of Facilities**

1. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
2. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications carriers that are applicable to such connections.
3. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff. All such terminal equipment shall be registered by the *Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations*; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
4. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this Tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

1. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.5 Payment Arrangements****2.5.1. Payment for Service**

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

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.5.2 Billing and Collection of Charges

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

1. Non-recurring charges are due and payable from the customer within 30 days after the billing date, unless otherwise agreed to in advance.
2. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the billing date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
3. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

4. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
5. A 1.25% Late payment Charge applies to any unpaid balance carried forward from a monthly bill to the next month's bill. the Customer's bill will be considered to be mailed within seven (7) dys of the billing cycle and will be considered past due if payment is not received within thirty days after the billing date.
6. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.
7. Customer have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits. The Bureau of Consumer Services has primary jurisdiction over complaints and Customers may contact the Bureau at the following address: Bureau of Consumer Services, Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265.
8. If service is disconnected by the Company in accordance with Section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.5 Payment Arrangements (Cont'd)****2.5.3 Advance Payments**

To safeguard its interests, the Company may require a non-residential Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. 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. Payments may be required in advance of furnishing any of the following services: (1) seasonal service, (2) construction of facilities and furnishing of special equipment, (3) temporary service for short-term use. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

The Company does not collect Customer Deposits.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten (10) days' written notice to the Customer, discontinue or suspend service without incurring any liability.
2. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
4. All procedures for discontinuance of service will be in accordance with 52 PA Code Section 64.71 and Section 64.121.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.5 Payment Arrangements (Cont'd)****2.5.6 Discontinuance of Service (Cont'd)**

5. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
6. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
7. In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
8. Upon the Company's discontinuance of service to the Customer under Section 2.5.5.1. or 2.5.5.2., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.5.6 Customer Responsibility**1. Cancellation by Customer**

Customers may cancel service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.5 Payment Arrangements (Cont'd)****2.5.7 Cancellation of Application for Service**

1. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced. Such charge will be deducted from any Advance Payment collected as part of the Application for Service. The Company will reimburse Customers based on the following: Customers whose Service Orders have not yet been processed will receive a complete refund; those whose Service Orders are in process will receive a 50% credit; Service Orders that have been completed are not eligible for a refund.
2. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
3. *The special charges described in 2.5.7.1. through 2.5.7.3. will be calculated and applied on a case-by-case basis.*

2.5.8 Changes in Service Requested

If the Customer makes or request material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.6 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

Refunds for service interruptions shall conform with Section 64.52 of 52 Pa. Code.

1. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
2. For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
3. A credit allowance will be given for interruptions of thirty (30) minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

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

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

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions Over 72 hours will be credit 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.6. Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations of Allowances

No credit allowance will be made for:

1. interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user or other common carrier providing service connected to the service of the Company;
2. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. Due to circumstances or causes beyond the reasonable control of the Company;
4. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
6. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
7. interruption of service due to circumstances or causes beyond the control of Company.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.3 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits. In accordance with 52 PA Code Section 64.53, a Customer is required to give at least five (5) days oral or written notice prior to cancellation.

2.6.4 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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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.7 Use of Customer's Service by Others****2.7.1 Resale and Sharing**

Any service provided under this Tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Pennsylvania Public Utility Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

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

- 2.8.1 all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- 2.8.2 any disconnection, early cancellation or termination charges reasonable incurred and paid to third parties by the Company on behalf of the Customer.
- 2.8.3 The maximum liability will not exceed all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; minus
- 2.8.4 a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.9 Transfers and Assignments

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

- 2.9.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.9.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.3 pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.10 Notices and Communications

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.11 LifeLine Service****2.11.1 Description**

LifeLine Service is a Residence offering for low-income customers who qualify for this service in accordance with the following Regulations. NOTE: Customers who qualify for LifeLine Service may also qualify for Link Up America Service.

2.11.2 Regulations

- A. LifeLine Service is available to qualified residence customers and is provided via a residence individual Dial Tone Line. LifeLine Service is limited to only one Service per qualified customer or household. A potential LifeLine customer who has an outstanding final bill for telephone service which is less than (4) years old must pay the entire balance of any Basic Service final bill before being eligible for LifeLine Service.
- B. Residence LifeLine Service consists of the following tariffed standard features and optional customer elected services at the applicable rates, charges and regulations for each feature and service provided:
1. One-Party Residence Unlimited Service and Local Measured Service, if available.
 2. Directory Listing (standard only).
 3. Non-Published or Non-Listed Telephone Number Service.
 4. Access to Directory Assistance Service.
 5. Touch Tone Calling Service
 6. Access to Message Toll Telephone Service and Optional Dial Station-to-Station Calling Plan Services. However, the Residence LifeLine Dial Tone Line will be blocked from dial station access to 976/556/900 and any other type of Audiotex Service.
 7. Access to Operator Services.
 8. Voluntary Toll Restriction Option.
 9. Link Up America (if eligible).
 10. Access to 800/888 Services.
 11. Access to Call Trace.
 12. Access to Alerting and Reporting Systems (9-1-1 Dialing).
 13. Access to the Pennsylvania Telecommunications Relay Service.
 14. Caller ID Per-call and Per-line blocking.
 15. One optional vertical service.¹

¹ When a LifeLine customer subscribes to the Company's or a private vendor's voice mail service as the optional vertical service, a second vertical service may be added if necessary to make the voice mail service function.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.11 LifeLine Service****2.11.2 Regulations (Cont'd)**

- C. An applicant for LifeLine Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs, federal public housing, and be able to provide proof of income which is at or below 150% of the annual United States Census Bureau Poverty Level Guidelines for All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of LifeLine Service participants may be conducted biennially by the Company.

Pennsylvania Department of Public Welfare LifeLine Service Programs:

- * Temporary Assistance for Needy Families (TANF)
- * General Assistance (GA)
- * Supplemental Security Income (SSI)
- * Medicaid
- * Food Stamps
- * Low Income Home Energy Assistance Program (LIHEAP)

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.11 LifeLine Service****2.11.2 Regulations (Cont'd)**

- D. LifeLine Service will be provided to a customer only so long as such customer continues to meet the participation and certification guidelines in 2(c) above. At the time of initial establishment of LifeLine Service, the customer agrees to have his or her eligibility recertified as determined by the Company. When the Company is notified by the customer or determines through recertification that the LifeLine Service customer is no longer a participant in the DPW programs in 2(c) above or otherwise low-income eligible, the customer will be notified (by telephone or letter) that the LifeLine Service rate is no longer applicable. Within the stated customer notification period (10 working days from the date of the notification), the customer can contact the Company to negotiate new Dial Tone Service arrangements at applicable tariff rates (no connection charges will apply for existing services or options retained). If the customer does not contact the Company by the end of the notification period, the LifeLine Service will be changed to applicable Exchange Area Dial Tone Line service at existing tariff rates (no connection charges will apply to existing service or options retained). Upon contacting the Company, the customer will have ten (10) working days to complete the low-income certification or recertification process in order to retain LifeLine Service.
- E. A LifeLine Service customer may not subscribe to any other type of residence Local Exchange Service at the same or other premises. LifeLine Service will not be provided via Foreign Exchange or Foreign Central Office Service arrangements.
- F. Only services listed in 2(b) above will be provided to LifeLine customers. All other premium services offered by the Company will not be available.
- G. LifeLine Service customers are required to apply for the Link Up America benefit when applicable.

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SECTION 2 -- RULES AND REGULATIONS (CONT'D)**2.11 LifeLine Service****2.11.2 Regulations (Cont'd)**

- H. Customer requested temporary suspension of LifeLine Service is not permitted.
- I. *LifeLine Service does not apply to applicants who are full-time students living in university or college controlled housing.*
- J. The applicant must not be a dependent for Federal Income Tax purposes, unless he or shee is 60 years of age or older.
- K. LifeLine customers are subject to all Residence service regulations in this and other tariffs of the Company.
- L. Residence LifeLine Service cannot be resold by the LifeLine customer or the LifeLine customer's agent(s).
- M. Resale of LifeLine Services are subject to wholesale rate obligations under Section 251(c)(4) of the Telecommunications Act of 1996.
- N. All outstanding charges, account balances and service restrictions apply to existing customers who qualify for LifeLine Service. Service restrictions will remaind untilt he arrearage(s) have been paid in full.
- O. Any LifeLine customer who has a past due balance of Toll Charges will be treated with the appropriate Chapter 64 regulations. No Residence Toll Restoral Charge applies to LifeLine Customers who are suspended for nonpayment and who subsequently pay their outstanding toll charges and request toll restoral. If a LifeLine customer is toll restricted for a second occurrence to Company may, at its discretion, place the LifeLine customer on a permanent toll restriction.
- P. Toll-Blocking and Toll Control services will be provided it no charge to LifeLine Service subscribers, *to the extent that they are offered.*

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.11 LifeLine Service

2.11.3 Dial Tone Line Monthly Rate

- A. Applicable Residence Dial Tone monthly rate minus \$1.75. (1)
- B. LifeLine Service customers will be billed the applicable Subscriber Line Charge monthly rate and be given credit for the same amount of the Subscriber Line Charge as prescribed by the Federal Communications Commission at Docket Nos. 00-256, 96-45, 98-77, 98-166, and 00-193. (2)
- C. LifeLine Service is subject to all applicable state, local and federal taxes and Surcharges, and to all applicable tariff rates, charges, surcharges and regulationn.

- NOTE:
- (1) The Dial Tone Line and Subscriber Line Charge monthly rate discounts will be reduced to the extent that application of the full discount would not result in rates that are less than zero.
 - (2) \$4.35 for Interstate Price Cap Companies per FCC CALLS order (FCC 00-193), May 31, 2000.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.12 Link Up America Service****2.12.1 Description**

Link Up America is a program designed to promote universal service by providing a discount on service connection charges for qualified low-income customers. **NOTE: Customers who qualify for Link Up America Service may also qualify for LifeLine Service.**

2.12.2 Regulations

Link Up America is available to residence customers who meet the following eligibility criteria:

- A. The applicant must not be a dependent for federal income tax purposes unless he or she is 60 years of age or older.

The applicant must self-certify the requirement set out in (a).

- B. An applicant for Link Up America Service must be a current participant in one of the following *Pennsylvania Department of Public Welfare (DPW) programs, federal public housing*, and be able to provide proof of income which is at or below 150% of the annual United States Census Bureau Poverty Level Guidelines For All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of LifeLine Service participants may be conducted biennially by the Company.

Pennsylvania Department of Public Welfare Link Up America Service Programs

- * Temporary Assistance for Needy Families (TANF)
- * General Assistance (GA)
- * Supplemental Security Income (SSI)
- * Medicaid
- * Food Stamps
- * Low Income Home Energy Assistance Program (LIHEAP)

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.12 Link Up America Service (Cont'd)****2.12.2 Regulations (Cont'd)**

- C. The Link Up America Discount is applicable to one access line (dial tone) when applied to the installation or relocation of main service at a customer's principal residence.
- D. Link Up America applicants are not exempt from Company Deposit requirements.
- E. Service will not be established at discounted rates prior to receipt of certification. Service will be established at full service connection charges. If certification is received within 60 days of original application, credit will be applied to provide the Link Up America discount.
- F. The Link Up America discount does not apply to applicants who are full-time students living in university or college-controlled housing.

2.12.3 Rates

The Link Up America Program provides for a 50% discount on the Service Connection Charge associated with the connection of a new residence exchange access line (dial tone line) as specified in the Company's tariffs. The total amount of the discount may not exceed \$30.00 and the remaining charges will be billed to the Link Up America customer in monthly installments as specified in the Company's tariffs.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.13 Telecommunications Relay Service****2.13.1 General**

The Pennsylvania Telecommunications Relay Service is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the Commonwealth. The service permits telephone communications between individuals with normal hearing and speech disabilities who must use a text telephone and individuals with normal hearing and speech as provided in the tariff filed by AT&T Communications of Pennsylvania, Inc. In addition to the charges provided in this tariff and the Company's other intrastate tariffs, a surcharge will apply to all residence and business access lines served by this Company. The surcharge will apply to all residence and business access line served by this Company. This surcharge applies regardless of whether or not the access line uses the Pennsylvania Telecommunications Relay Service, and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the Pennsylvania Relay Service Surcharge each year and notify the local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing with July 1 of each year. The Commission may revise the surcharge more frequently than annually at its discretion.

Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company. The following surcharge rates apply to all customer bills issued on or after July 1, 2003.

2.13.2 Telecommunications Relay Service Rates

Local calls will be charged at the applicable local flat rate or local measured service rate, except for calls originating from Pay Telephones, which shall be completed free of charge. All intraLATA toll calls placed through the PA TRS will be rated according to the Rates Applicable on Messages Placed by Certified Speech and/or Hearing Disabled rates in the Pennsylvania Telephone Association Toll Tariff Telephone PA P.U.C. No. 10. The Company concurs with this tariff. The Company will make either a calling card or a prepaid debit card available to the PA TRS user. The rates for either option will not exceed those that would apply to identical calls for non-PA TRS users of coin-sent-paid service. Please refer to the appropriate Interexchange Carrier tariff for interstate charges.

	<u>Monthly Charge</u>
Per residence access line	\$0.08 *
Per business access line	\$0.17 *

* Centrex lines will be assessed on an equivalency basis as determined by the Commission.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.14 Toll Free Services

- 2.14.1 The Company will make every effort to reserve toll free (i.e., “800/888”) vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.14.2 The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.
- 2.14.3 Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.14.4 If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

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SECTION 3 – SERVICE AREAS**3.1 Dial Tone Line Cell Classification**

Exchange Areas are classified into one of four (4) Dial Tone Line Cells which may be used to determine an Exchange Area Dial Tone Line monthly rate. The Cell classifications apply to both residential and business service and are determined by the following criteria:

Dial Tone Line Cell	Classification Criteria
1	All Philadelphia and Pittsburgh City Exchange Areas or Zones with working pairs per square mile greater than 9,000.
2	All remaining Philadelphia and Pittsburgh City Exchange Areas or Zones.
3	All Philadelphia and Pittsburgh Suburban Exchange Areas or Zones with more than 500 working pairs per square mile. Also, for those Exchange Areas with multi-central offices if one of the multi-central offices meets the 500 working lines per square mile criteria.
4	All remaining Exchange Areas.

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Service Areas

3.2.1 Following are the Extended Area Service local calling areas for the Pennsylvania Exchange Areas.

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Alexandria	Alexandria Huntington	McConnellstown (United)
Aliquippa Local Area	Aliquippa Ambridge Baden Glenwillard Hookstown Pittsburgh Suburban Zone 16 Rochester	
Metropolitan Area	All stations in the Local Area plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.	
Allentown	Allentown Bath Bethlehem Catasauqua Easton Hellertown Kutztown Nazareth Northampton Riegelsville Slatington Springtown	Coopersburg (Coopersburg Tel. Co.) Emmaus (Continental Tel. Co. of Pa.) Ironton (Ironton Tel. Co.) New Smithville (Quaker State Tel. Co.) New Tripoli (Quaker State Tel. Co.) Topton (Conestoga Tel & Tel Co.)
Altoona	Altoona Bellwood Cresson Hollidaysburg Tyrone	
Ambridge Local Area	Aliquippa Ambridge Baden Glenwillard Pittsburgh Suburban Zone 16	
Extended Area	All stations in the Local Area plus: Pittsburgh Suburban Zone 15 Rochester	
Metropolitan Area	All stations in the Extended Area plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Austin	Austin Coudersport	
Avella	Avella Burgettstown Washington	
Avis	Avis Jersey Shore Lock Haven Woolrich	
Avondale	Avondale Coatesville Kemblesville Kennett Square Vandenberg Lenape Mendenhall Mortonville Oxford Unionville West Chester West Grove Westtown	Hockessin, DE (Diamond State) Wilmington, DE (Diamond State)
Baden Local Area	Aliquippa Ambridge Baden Rochester	
Metropolitan Area Plus	All stations in the Local Area plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.	
Barnesboro	Barnesboro Carrolltown Cherry Tree Glen Campbell Hastings Patton	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Bath	Allentown Bath Bethlehem Catasauqua Nazareth Northampton Slatington	
Beaver Falls	Beaver Falls Ellwood City Hookstown Midland Rochester Wampum Zelienople	Darlington (Brookville Tel. Co.) Enon Valley (Brookville Tel. Co.)
Bedminster	Bedminster Carversville Doylestown Dublin Perkasie Plumsteadville Quakertown	Ferndale (Commonwealth)
Bellefonte	Bellefonte Boalsburg Centre Hall Snow Shoe Spring Mills State College	Howard (United) Zion (United)
Belle Vernon Local Area	Belle Vernon California Charlerol Donora Fayette City Monessen Monongahela Perryopolis West Newton	
Metropolitan Area Plus	All stations in the Local Area plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Bellwood	Altoona Bellwood Tyrone	
Berwick	Berwick Bloomsburg	Shickshinny (Commonwealth) Wapwallopen (Commonwealth)
Bessemer	Bessemer New Castle	
Bethlehem	Allentown Bath Bethlehem Catasauqua Easton Hellertown 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	
Bloomberg	Berwick Bloomsburg Catawissa Danville Millville Numidia Washingtonville	Orangeville (Commonwealth)

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Boalsburg	Bellefonte Boalsburg Centre Hall Spring Mills State College	
Bolivar	Blairsville Bolivar New Florence	
Bradford	Bradford Eldred Mount Jewett Rew Smethport	Duke Center (Otto Tel. Co.) Limestone, NY (NYNEX)
Brownsville	Brownsville California Charlerio New Salem Republic Smock Uniontown	
Buckingham Local Area	Buckingham Carversville Doylestown New Hope Philadelphia Suburban Zone 45 Wycombe	
Extended Area	All stations in the Local Area plus: Dublin Line Lexington Newtown Philadelphia, Suburban Zone 39 Philadelphia, Suburban Zone 40 Plumsteadville	
Metropolitan Area	All stations in the Extended Area plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Burgettstown	Avella Burgettstown McDonald Paris	Midway (Brookville Tel. Co.) Murdocksville (Murdocksville)
Bushkill	Bushkill Lords Valley Stroudsburg	Stroudsburg, NJ (Bell Atlantic-NJ)
California	Belle Vernon Brownsville California Charleroi Fayette City	
Canonsburg Local Area	Canonsburg McDonald McMurray Pittsburgh Suburban Zone 13 Washington	Hickory (Hickory Tel. Co.)
Metropolitan Area	All stations in the Local Area plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.	
Carbondale	Carbondale Jermyn Olyphant Scranton	Chapman Lake (Quaker State Tel. Co.) Clifford (Northeastern Pa. Tel. Co.) Forest City (Northeastern Pa. Tel. Co.) Waymart (The South Canaan Tel. Co.)
Carrolltown	Barnesboro Carrolltown Ebensburg Hastings Patton	
Carversville Local Area	Bedminster Buckingham Canersville Doylestown Dublin New Hope Plumsteadville Wycombe	
Metropolitan Area Plus	All stations in the Local Area plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Catawissa	Bloomburg Catawissa Danville Elysburg Numidia	
Center Point Local Area	Center Point Collegeville Harleysville Lansdale Philadelphia Suburban Zone 30 North Wales Schwenkville	
Extended Area	All stations in the Local Area plus: Green Lane Philadelphia Suburban Zone 29 Philadelphia Suburban Zone 31 Philadelphia Suburban Zone 33 Pheonixville Royersford Souderton	
Metropolitan Area	All stations in the Extended Area plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	
Centre Hall	Bellefonte Boalsburg Centre Hall Millheim Spring Mills State College	
Charleroi	Belle Vernon Brownsville California Charlerio Donora Fayette City Monessen Monongahela	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Cherry Tree	Barnesboro Cherry Tree Glen Campbell	
Chester Springs Local Area	Chester Springs Eagle Exton Philadelphia Suburban Zone 28 Phoenixville Pughtown Royersford	
Extended Area	All stations in the Local Area plus: Collegeville Downtigtown Glenmore Philadelphia Suburban Zone 26 Philadelphia Suburban Zone 29 Pottstown West Chester	
Metropolitan Area	All stations in the Extended Area plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	
Clairton Local Area	Clairton Elizabeth Pittsburgh Suburban Zone 10 Pittsburgh Suburban Zone 11	
Metropolitan Area	All stations in the Local Area plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.	
Clarion	Clarion Leeper	Knox (Brookville Tel. Co.) Shipperville (Brookville Tel. Co.) Sligo (Citizens Utilities Co. of Pa.) Strattanville (Brookville Tel. Co.)
Claysville	Claysville Washington West Alexander	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	<i>Bell Atlantic Pennsylvania, Inc.</i> Exchange	Other Local Exchange Company Name
Clearfield	Clearfield Curwensville Frenchville Osceola Mills Philipsburg Winburne	
Clymer	Clymer Indiana	
Coatsville Local Area	Avondale Coatesville Downingtown Eagle Exton Glenmore Honey Brook Kennett Square Lenape Mortonville Parkesburg Unionville West Chester West Grove Westtown	
Metropolitan Area Plus	All stations in the Local Area plus the Philadelphia Suburban Exchange and all other zones of the Philadelphia Suburban Exchanges.	
Collegeville Local Area	Center Point Collegeville Green Lane Harleysville Lansdale North Wales Philadelphia Suburban Zone 29 Philadelphia Suburban Zone 30 Philadelphia Suburban Zone 31 Phoenixville Pottstown Royersford Schwenksville Souderton	
Metropolitan Area	All stations in the Local Area plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Connellsville	Connellsville Dawson Mount Pleasant Scottdale Uniontown	
Coudersport	Austin Coudersport Roulette Ulysses	
Cresco	Cresco Lords Valley Mount Pocono Newfoundland Stroudsburg	
Cresson	Altoona Cresson Ebensburg Hilldaysburg Portage	
Curwensville	Clearfield Curwensville Mahaffey	
Danville	Bloomsburg Catawissa Danville Elysburg Northumberland Sunbury Washingtonville	
Dauphin	Dauphin Dawson Perryopolis Scottdale	
Derry	Blairsville Derry Greensburg Latrobe	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Donora Local Area	Belle Vernon Charleroi Donora Elizabeth Monessen Monogahela	
Metropolitan Area Plus	All stations in the Local Area plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Metropolitan Exchange	
Downingtown Local Area	Chester Springs Coatesville Downingtown Eagle Exton Glenmore Honey Brook Lenape Mortonville Philadelphia Suburban Zone 28 Pughtown West Chester Westtown	
Metropolitan Area Plus	All stations in the Local Area plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchanges	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Doylestown Local Area	Buckingham Carversville Dolestown Dublin Line Lexington Philadelphia Suburban Zone 45 Plumsteadville Wycombe	
Extended Area	All stations in the Local Area plus: Bedminster Lansdale New Hope Newton North Wales Perkasie Philadelphia Suburban Zone 33 Philadelphia Suburban Zone 38 Philadelphia Suburban Zone 39 Philadelphia Suburban Zone 40 Soudertown	
Metropolitan Area	All stations in the Extended Area plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange	
Dublin Local Area	Bedminster Buckingham Carversville Doylestown Dublin Lansdale Line Lexington Perkasie Plumsteadville Quakertown Souderton	
Metropolitan Area Plus	All stations in the Local Area plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
DuBois	DuBois Reynoldsville Sykesville	Brockway (ALLTEL PA, Inc.) Luthersburg (Brookville Tel. Co.) Penfield (Brookville Tel. Co.)
Eagle Local Area	Chester Springs Coatesville Downington Eagle Exton Glenmore Philadelphia Suburban Zone 28 Phoenixville Pughtown Royersford West Chester	
Metropolitan Area Plus	All stations in the Local Area plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	
Easton	Allentown Bethlehem Catasauqua Easton Hellertown Nazareth Riegelsville Springtown Upper Black Eddy	Bloomsbury, NJ (Bell Atlantic-NJ) Phillipsburg, NJ (Bell Atlantic-NJ)
East Palestine	East Palestine, PA.	East Palestine, OH (Ohio Bell) New Waterford, OH (Ohio Bell) Rogers, OH (Ohio Bell)
Ebenshurg	Carrolltown Cresson Ebenshurg	Colver (The Murraysville Tel. Co.) Nanty-Glo (GTE Pennsylvania) Johnston (GTE Pennsylvania)
Eldred	Bradford Eldred Port Allegheny Rew Smethport	Duke Center (Otto Tel. Co.)

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SECTION 3 – SERVICE AREAS**3.2 Exchange Service Areas – Extended Area Services (Cont'd)****3.2.2 Exchange Listings (Cont'd)**

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Fairchance	Fairchance Masontown McClellandtown Point Marion Smithfield Uniontown	
Farmington	Farmington Uniontown	
Fayette City	Belle Vernon California Charleroi Fayette City Monessen Perryopolis	
Finleyville Local Area	Finleyville McMurray Monongahela Pittsburgh Suburban Zone 11 Pittsburgh Suburban Zone 12	
Extended Area	All stations in the Local Area plus: Clairton Elizabeth Pittsburgh Suburban Zone 10	
Metropolitan Area	All stations in the Extended Area plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange	
Fleetwood	Fleetwood Kutztown Reading	Leesport (Commonwealth Tel. Co.) Oley (Conestoga) Topton (Conestoga)
Frackville	Ashland Frackville Girardville Mahanoy City Minersville Pottsville Saint Clair Shenandoah	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Freeland	Freeland Hazleton McAdoo Weatherly White Haven	
Frenchville	Clearfield Frenchville Philipsburg Snow Shoe Winburne	
Galeton	Galeton	
Girardville	Ashland Frackville Girardville Mahanoy City Shenandoah	
Glen Campbell	Barnesboro Cherry Tree Glen Campbell	
Glenmore	Chester Springs Coatsville Downingtown Eagle Exton Glenmore Honey Brook Parkesburg Pughtown	Green Hills (Conestoga) Morgantown (Conestoga)
Glenwillard Local Area	Aliquippa Ambridge Glenwillard Pittsburgh Suburban Zone 15 Pittsburgh Suburban Zone 16	
Metropolitan Area	All stations in the Local Area plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Green Lane	Center Point Collegeville Green Lane Harleysville Lansdale Pennsburg Perkasie Quakertown Schwenksville Souderton	Sassamansville (Conestoga)
Greensburg Local Area	Greensburg Herminie Jeannette Latrobe Youngwood	Delmont (The Murraysville Tel. Co.) Kecksburg (Citizens Tel. of Kecksburg) New Alexandria (Murraysville Tel Co.)
Metropolitan Area Plus	All stations in the Local Area plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.	
Greenville	Greenville Sharpsville	Sheakleyville (ALLTEL PA, Inc.) Transfer (Pymatung Ind. Tel. Co.)
Grove City	Grove City Mercer	Blacktown (SPRINT) Harrisville (SPRINT) Wesley (General Tel. Co. of Pa.)
Halifax	Dauphin Halifax Harrisburg Zone 1	Elizabethville (Commonwealth) Millersburg (Commonwealth)
Hamburg	Hamburg Reading	Kempton (Quaker State Tel. Co.) Leesport (Commonwealth)
Hamlin	Hamlin Lake Ariel Moscow Newfoundland Olyphant Scranton Wallenpaupack	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Harleysville Local Area	Center Point Collegeville Green Lane Harleysville Lansdale Line Lexington North Wales Perkasie Philadelphia Suburban Zone 30 Schwenksville Souderton	
Metropolitan Area Plus	All stations in the Local Area plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	
Harrisburg Zone 1	Dauphin Halifax Harrisburg Zone 1 Harrisburg Zone 2 Hummelstown Mechanicsburg Middletown	Hershey (Continental) Lewisberry (Lewisberry Tel. Co.) Marysville (SPRINT) Shellsville (GTE)
Zone 2	Harrisburg Zone 1 Harrisburg Zone 2 Hummelstown Middletown	Hershey (Continental)
Hastings	Barnesboro Carrolltown Hastings Patton	
Hawley	Hawley Honesdale Lords Valley Newfoundland Wallenpaupack	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Hazleton	Freeland Hazleton McAdoo Weatherly White Haven	Conyngnam-Drums (Commonwealth) Nuremburg (Commonwealth)
Hellertown	Allentown Bethlehem Catakauqua Easton Hellertown Riegelsville Springtown	
Herminie Local Area	Greensburg Herminie Jeannette Pittsburgh Suburban Zone 23	
Extended Area	All stations in the Local Area plus: Pittsburgh Suburban Zone 10 West Newton Youngwood	
Metropolitan Area	All stations in the Extended Area plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange	
Hollidaysburg	Altoona Cresson Hollidaysburg	
Homer City	Black Lick Blairsville Homer City Indiana	
Honesdale	Hawley Honesdale Lake Ariel Lords Valley Wallenpaupack	Beach Lake (Quaker State) Galilee (Quaker State) Pleasant Mount (NorthEastern Pa. Tel.) South Canaan (South Canaan Tel. Co.) Waymart (South Canaan Tel. Co.)

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3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Honey Brook	Coatesville Downington Glenmore Honey Brook Parkesburg	Green Hills (Conestoga) Morgantown (Conestoga)
Hookstown	Aliquippa Beaver Falls Hookstown Midland Rochester Smith Ferry	Chester, WV (C&P Tel. Co. of WV) East Liverpool, OH (Ohio Bell)
Houtzdale	Houtzdale Osceola Mills Philipsburg	
Hummelstown	Harrisburg Zone 1 Harrisburg Zone 2 Hummelstown Middletown Palmyra	Hershey (Continental) Shellsville (GTE)
Huntingdon	Alexandria Huntingdon Mount Union	Marklesburg (SPRINT) McConnellstown (SPRINT)
Imperial Local Area	Imperial McDonald Oakdale Pittsburgh Suburban Zone 14.b Pittsburgh Suburban Zone 15	Murdocksville (Murdocksville Ind. Tel. Co.)
Extended Area	All stations in the Local Area plus Pittsburgh Suburban Zone 14.a.	
Metropolitan Area	All stations in the Extended Area plus the Pittsburgh Exchange and all other Zones of the Pittsburgh-Suburban Exchange.	
Indiana	Black Lick Blairsville Clymer Homer City Indiana Marion Center Parkwood	Elderton (ALLTEL PA, Inc.)

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3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Jeannette Local Area	Greensburg Herminie Jeannette Pittsburgh Suburban Zone 23	Harrison City (Murraysville Tel. Co.)
Metropolitan Area	All stations in Local Area plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange	
Jermyn	Carbondale Jermyn Olyphant Scranton	Chapman Lake (Quaker State)
Jersey Shore	Avis Jersey Shore Lock Haven Williamsport Woolrich	Oval (Pennsylvania Tel. Co.)
Jim Thorpe	Jim Thorpe Leighton Nesquehoning Weatherly White Haven	
Kane	Kane Ludlow Mount Jewett	
Kemblesville	Avondale Kemblesville Kennett Square Landenburg Mendenhall Oxford Unionville West Grove	Hockessin, DE (Bell Atlantic-DE) Newark, DE (Bell Atlantic-DE)

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3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Kennett Square Local Area	Avondale Coatesville Kemblesville Kennett Square Landenberg Lenape Mendenhall Mortonville Unionville West Chester West Grove Westtown	Hockessin, DE (Bell Atlantic-DE) Wilmington, DE (Bell Atlantic-DE)
Metropolitan Area Plus	All stations in the Local Area plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	
Kingston	Kingston Mountaintop Nanticoke Pittston Plymouth Wilkes-Barre Wyoming	Center Moreland (Commonwealth) Dallas (Commonwealth) Harveys Lake (Commonwealth) Trucksville (Commonwealth)
Kulpmont	Ashland Elysburg Kulpmont Mount Carmel Shamokin	
Kutztown	Allentown Fleetwood Kutztown Reading	Kempton (Quaker State) Topton (Conestoga)
Lake Ariel	Hamlin Honesdale Lake Ariel Newfoundland Olyphant Scranton Wallenpaupack	South Canaan (South Canaan Tel. Co.) Waymart (South Canaan Tel. Co.)

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3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Lake Como	Lake Como	
Lancaster	Lancaster Landisville Millersville	Intercourse (Enterprise Tel. Co.) Leola (Enterprise Tel. Co.) Lititz (D&E) Mount Joy (SPRINT) Mountville (SPRINT) New Holland (Enterprise Tel. Co.) Quarryville (Commonwealth) Rawlinsville (Commonwealth) Strasburg
Landenberg	Avondale Kemblesville Kennett Square Landenberg Lenape Mendenhall Oxford Unionville West Chester West Grove Westtown	Hockessin, DE (Diamond State) Newark, DE (Diamond State) Wilmington, DE (Diamond State)
Landisville	Lancaster Landisville Millersville Strasburg	Lititz (D&E) Manheim (D&E) Mount Joy (SPRINT) Mountville (SPRINT)

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3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Lansdale Local Area	Center Point Harleysville Lansdale Line Lexington North Wales Souderton	
Extended Area	All stations in the Local Area plus: Collegeville Doylestown Dublin Green Lane Perkasie Philadelphia Suburban Zone 30 Philadelphia Suburban Zone 33 Philadelphia Suburban Zone 38 Philadelphia Suburban Zone 39 Philadelphia Suburban Zone 45 Schwenksville	
Metropolitan Area	All stations in the Extended Area plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	
Latrobe	Blairsville Derry Greensburg Latrobe Ligonierd	Kecksburg (Citizens Tel. Co. of Kecksburg) New Alexandria (The Murraysville Tel. Co.)
Lebanon	Annville Lebanon Mt. Gretna Palmyra	Frystown (GTE) Hershey (Continental) Jonestown (GTE) Myerstown (GTE) Schaefferstown (GTE)
Leeper	Clarion Leeper Marienville	
Lehighton	Jim Thorpe Lehighton Nesquehoning	

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3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Lempe Local Area	Avondale Coatsville Downingtown Exton Kennett Square Vandenberg Lenape Mendenhall Mortonville Philadelphia Suburban Zone 10 Philadelphia Suburban Zone 28 Unionville West Chester West Grove Westtown	
Metropolitan Area	All stations in the Local Area plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	
Lewiston	Lewiston McVeytown	Belleville (SPRINT) Mifflintown (SPRINT) Port Royal (SPRINT) Reedsville (SPRINT)
Ligonier	Latrobe Ligonier	Stah Istown (Laurel Highland Tel. Co.)
Line Lexington Local Area	Doylestown Dublin Harleysville Lansdale Line Lexington North Wales Perkasie Philadelphia Suburban Zone 45 Souderton	
Extended Area	All stations in the Local Area plus: Buckingham Philadelphia Suburban Zone 33 Philadelphia Suburban Zone 38 Philadelphia Suburban Zone 39 Plumsteadville	
Metropolitan Area	All stations in the Extended Area plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	

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3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Lock Haven	Avis Jersey Shore Lock Haven Woolrich	Beech Creek (SPRINT) Mill Hall (SPRINT)
Lords Valley	Bushkill Cresco Hawley Honesdale Lords Valley Mount Pocono Newfoundland Stroudsburg Wallenpaupack	
Lowellville	Bessemer Lowellville New Castle	Lowellville, OH (Ohio Bell Tel. Co.) Hubbard, OH (Ohio Bell Tel. Co.) North Lima, OH (Ohio Bell Tel. Co.) Youngstown, OH (Ohio Bell Tel. Co.)
Ludlow	Kane Ludlow	
Mahaffey	Mahaffey Curwensville	
Mahanoy City	Frackville Girardville Mahanoy City Shenandoah Tamaqua	Lakewood (Lakewood Rural Tel. Co.)
Marchand	Marchand Punxsatawney	
Marienville	Leeper Marienville	
Marion Center	Indiana Marion Center	
Masontown	Fairchance Masontown McClellandtown Point Marion Smithfield Uniontown	

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3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
McAdoo	Freeland Hazleton McAdoo Tamaqua Weatherly	
McClellandtown	Fairchance Masontown McClellandtown Smithfield Uniontown	
McDonald Local Area	Burgettstown Canonsburg Imperial McDonald Oakdale Pittsburgh Suburban Zone 13	Midway (Brookville Tel. Co.)
Metropolitan Area	All stations in the Local Area plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.	
McMurray Local Area	Canonsburg Finleyville McMurray Pittsburgh Suburban Zone 12 Pittsburgh Suburban Zone 13	
Extended Area	All stations in the Local Area plus: Washington	
Metropolitan Area	All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.	
McVeytown	Lewistown McVeytown	
Mechanicsburg	Harrisburg Zone 1 Mechanicsburg	Dillsburg (GTE) Lewisberry (Lewisberry Tel Co.)

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3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Mendenhall Local Area	Avondale Kemblesville Kennett Square Landenberg Lenape Mendenhall Philadelphia Suburban Zone 10 Unionville West Chester West Grove Westtown	Hockessin, DE (Diamond State) Wilmington, DE (Diamond State)
Mercer	Grove City Mercer Sharon Sharpsville	Blackstown (SPRINT) Fredonia (ALLTEL PA, Inc.) Wesley (GTE)
Middletown	Harrisburg Zone 1 Harrisburg Zone 2 Hummelstown Middletown	Elizabethtown (SPRINT) Hershey (Continental)
Midland	Beaver Falls Hookstown Midland Rochester Smiths Ferry	
Millersville	Lancaster Landisville Millersville Strasburg	Mountville (SPRINT)
Millheim	Centre Hall Millheim Spring Mills	
Millville	Bloomsburg Millville Washingtonville	

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3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Milton	Milton Northumberland Sunbury Washingtonville	Lewisburg (Buffalo Valley Tel. Co.) Mifflinburg (Buffalo Valley Tel. Co.) Watsonstown (ALLTEL PA, Inc.)
Minersville	Frackville Minersville New Philadelphia Orwigsburg Pottsville Saint Clair Schuylkill Haven	Tremont (Commonwealth Tel. Co.)
Monessen	Belle Vernon Charleroi Donora Fayette City Monessen Monongahela	
Monongahela Local	Belle Vernon Charleroi Donora Elisabeth Finleyville Monessen Monongahela	
Metropolitan Area Plus	All stations in the Local Area plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.	
Moosic	Moosic Pittstown Scranton Taylor Wyoming	

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3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Morrisville Local Area	Morrisville Newton Philadelphia Suburban Zone 42 Philadelphia Suburban Zone 43 Philadelphia Suburban Zone 44 Yardley	Ewing, NJ (Bell Atlantic-NJ) Trenton, NJ (Bell Atlantic-NJ)
Metropolitan Area	All stations in the Local Area plus the Philadelphia Exchange and all other zones of the Philadelphia Suburban Exchange.	
Mortonville Local Area	Avondale Coatesville Downingtown Exton Kennett Square Lenape Mortonville Parkesburg Unionville West Chester West Grove Westtown	
Metropolitan Area Plus	All stations in the Local Area plus the Philadelphia Exchange and all Zones of the Philadelphia Suburban Exchange.	
Moscow	Hamlin Moscow Newfoundland Scranton Wallenpaupack	
Mountaintop	Kingston Mountaintop Nanitoke Plymouth Wilkes-Barre	Nuangola (Commonwealth)
Mount Carmel	Ashland Elysburg Kulpmont Mount Carmel Shamoken	

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3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Mount Gretna	Annville Lebana Mount Gretna Palmyra	
Mount Jewett	Bradford Mount Jewett Kane	
Mount Pleasant Local Area	Connellsville Greensburg Mount Pleasant Scottdale Youngwood	Kecksburg (Citizens Tel. Co. of Kecksburg)
Metropolitan Area Plus	All stations in the Local Area plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.	
Mount Pocono	Cresco Lords Valley Mount Pocono Newfoundland Stroudsburg	
Mount Union	Huntingdon Mount Union	McConnellstown (SPRINT)
Nanticoke	Kingston Mountaintop Nanticoke Plymouth Wilkes-Barre	Nuangola (Commonwealth)
Nesquehoning	Jim Thorpe Lehighton Nesquehoning	Lansford (ALLTEL PA, Inc.)
Nazareth	Allentown Bath Bethlehem Catasauqua Easton Nazareth	

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3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
New Castle	Bessemer Ellwood City New Castle Wampum	New Wilmington (GTE) New Bedford (GTE) Plain Grove (SPRINT) Princeton (GTE) Volant (SPRINT)
New Florence	Bolivar New Florence	
Newfoundland	Cresco Hamlin Hawley Lake Ariel Lords Valley Moscow Mount Pocono Newfoundland Wallenpaupack	
New Hope Local Area	Buckingham Carversville Doylestown New Hope Newtown Plumsteadville Wycombe Yardley	Lamertville, NJ (Bell Atlantic-NJ)
Metropolitan Area Plus	All stations in the Local Area plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	
New Kensington Local Area	New Kensington Pittsburgh Suburban Zone 20 Springdale Tarentum	
Metropolitan Area	All stations in the Local Area plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.	
New Philadelphia	Minersville New Philadelphia Orwigsburg Pottsville Saint Clair Schuylkill Haven Tamaqua	

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3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
New Salem	Brownsville New Salem Republic Uniontown	
Newton Local Area	Newton Philadelphia Suburban Zone 40 Philadelphia Suburban Zone 43 Wycombe Yardley	
Extended Area	All stations in the Local Area plus: Buckingham Doylestown Morrisville New Hope Philadelphia Suburban Zone 37 Philadelphia Suburban Zone 38 Philadelphia Suburban Zone 39 Philadelphia Suburban Zone 42 Philadelphia Suburban Zone 44 Philadelphia Suburban Zone 45	
Metropolitan Area	All stations in the Extended Area plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	
Northumberland	Danville Milton Northumberland Sunbury	

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3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
North Wales Local Area	Center Point Harleysville Lansdale Line Lexington North Wales Philadelphia Suburban Zone 30 Philadelphia Suburban Zone 33 Souderton	
Extended Area	All stations in the Local Area plus: Collegeville Doylestown Philadelphia Suburban Zone 31 Philadelphia Suburban Zone 32 Philadelphia Suburban Zone 34 Philadelphia Suburban Zone 38 Philadelphia Suburban Zone 39 Philadelphia Suburban Zone 45	
Metropolitan Area	All stations in the Extended Area plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	
Numidia	Bloomsburg Catawissa Elysburg Numidia	
Oakdale Local Area	Imperial McDonald Oakdale Pittsburgh Suburban Zone 13 Pittsburgh Suburban Zone 14	
Metropolitan Area	All stations in the Local Area plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.	
Olyphant	Carbondale Hamlin Jermyn Lake Ariel Olyphant Scranton Taylor	Chapman Lake (Quaker State Tel. Co.)

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3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Orwigsburg	Minersville New Philadelphia Orwigsburg Pottsville Saint Clair Schuylkill Haven	Auburn (Contel of Pa., Inc. d/b/a GTE Pennsylvania)
Osceola Mills	Clearfield Houtzdale Osceola Mills Philipsburg	
Oxford	Avondale Kemblesville Landenberg Oxford West Grove	Kirkwood (Commonwealth)
Palmyra	Annville Harrisburg Zone 1 Hummelstown Lebanon Mount Gretna Palmyra	Hershey (Contel of Pa., Inc. d/b/a GTE Pennsylvania)
Paris	Burgettstown Paris	Weirton, WV (C. & P. Tel. Co. of WV)
Parkesburg	Coatesville Glenmore Honey Brook Mortonville Parkesburg West Grove	Atglen (Commonwealth) Gap (Commonwealth)
Parkwood	Indiana Parkwood	
Patton	Altoona Barnesboro Carrolltown Hastings Patton	

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3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Pennsburg	Green Lane Pennsburgg Perkasie Quakertown Soudertown	Bally (Conestoga) Sassamansville (Conestoga)
Perkasie Local Area	Bedminster Doylestown Dublin Green Lane Haryleysville Lansdale Line Lexington Pennsburg Perkasie Plumsteadville Quakertown Schwenksville Souderton	
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	
Perryopolis Local Area	Belle Vernon Dawson Fayette City Perryopolis Uniontown	
Metropolitan Area Plus	All stations in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.	
Philipsburg	Clearfield Frenchville Houtzdale Osceola Mills Philipsburg Winburne	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Phoenixville Local Area	Chester Springs Collegeville Eagle Philadelphia Suburban Zone 28 Philadelphia Suburban Zone 29 Phoenixville Purhtown Royersford	
Extended Area	All stations included in Local Area preceding plus: Center Point Philadelphia Suburban Zone 26 Philadelphia Suburban Zone 30 Pottstown	
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	
Pittston	Kingston Moosic Pittston Scranton Taylor Wilkes-Barre Wyoming	Harding (Commonwealth)
Plumsteadville Local Area	Bedminster Buckingham Carversville Doylestown Dublin Line Lexington New Hope Perkasie Plumsteadville Quakertown	Ferndale (Commonwealth Tel. Co.)
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	

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Sean M. Dandley
CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Plymouth	Kingston Mountaintop Nanticoke Plymouth Wilkes-Barre	
Point Marion	Fairchance Masontown Point Marion Smithfield Uniontown	Cheat Lake (Bell Atlantic-WV) Morgantown, WV (Bell Atlantic-WV)
Portage	Cresson Portage	
Port Allegany	Eldred Port Allegany Roulette Smethport	
Pottstown	Collegeville Phoenixville Pottstown Pughtown Royersford Schwenksville	Boyertown (Conestoga) Doughlassville (Conestoga) Sassamansville (Conestoga)
Pottsville	Frackville Minersville New Philadelphia Orwigsburg Pottsville Saint Clair Schuylkill Haven Tamaqua	Auburn (Quaker State) Friedensburg (Quaker State)

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Pughtown Local Area	Chester Springs Downingtown Eagle Exton Glenmore Phoenixville Pottstown Pughtown Royersford	Green Hills (Conestoga) Morgantown (Conestoga)
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	
Punxsatawney	Big Run Marchand Punxsatawney	
Quakertown	Bedminster Dublin Green Lane Pennsburg Perksie Plumsteadville Quakertown Souderton Springtown	Ferndale
Reading	Fleetwood Hamburg Kutztown Reading	Adamstown (D & E) Bernville (GTE) Birdsboro (Conestoga) Green Hills (Conestoga) Leesport (Commonwealth) Morgantown (Conestoga) Oley (Conestoga) Robesonia (GGTE) Topton (Conestoga) Womelsdorf (GTE) Yellow House (Conestoga)
Renovo	Renovo	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Republic	Brownsville New Salem Republic Uniontown	
Rew	Bradford Eldred Rew Smethport	Duke Center (Otto Tel. Co.) Limestone, NY (NYNEX)
Reynoldsville	DuBois Reynoldsville Sykesville	
Riegelsville	Allentown Bethlehem Catasauqua Easton Hellertown Riegelsville Springtown Upper Black Eddy	Ferndale (Commonwealth) Milford, NJ (NJ Bell Tel. Co.) Phillipsburg, NJ (NJ Bell Tel. Co.)
Rochester Local Area	Aliquippa Ambridge Banden Beaver Falls Hookstown Midland Rochester	
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.	
Roulette	Coudersport Port Allegany Roulette	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Royersford Local Area	Center Point Chester Springs Collegeville Eagle Philadelphia Suburban Zone 29 Philadelphia Suburban Zone 30 Phoenixville Pottstown Pughtown Royersford Schwenksville	
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	
Russell	Russell Sugar Grove Warren Youngsville	
Saint Clair	Frackville Minersville New Philadelphia Orwigsburg Pottsville Saint Clair Schuylkill Haven	
Saxton	Saxton	Hopewell (SPRINT)
Schuylkill Haven	Minersville New Philadelphia Orwigsburg Pottsville Saint Clair Schuylkill Haven	Auburn (Quaker State) Friedensburg (Quaker State)

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SECTION 3 – SERVICE AREAS**3.2 Exchange Service Areas – Extended Area Services (Cont'd)****3.2.2 Exchange Listings (Cont'd)**

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Schwenksville Local Area	Center Point Collegeville Green Lane Harleysville Lansdale Perkasie Philadelphia Suburban Zone 30 Pottstown Royersford Schwenksville Souderton	Sassamansville (Conestoga)
Metropolitan Area Plus	All stations included in the Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.	
Scranton	Hamlin Jermyn Lake Ariel Moosic Moscow Olyphant Pittston Scranton Taylor Wyoming	Clarks Summit (Commonwealth) Dalton (Commonwealth) Factoryville (Commonwealth) Lake Winola (Commonwealth)
Shamokin	Elysvurg Kulpmont Mount Carmel Shamokin Sunbury	Trevorton (The Mahoney and Mahantango Tel. Co.)
Sharon	Mercer Sharon Sharpsville West Middlesex	Sharon, OH (Ohio Bell) Transfer (Pymatuning Ind. Tel. Co.)
Sharpsville	Greenville Mercer Sharon Sharpsville West Middlesex	Sharon, OH (Ohio Bell) Transfer (Pymatuning Ind. Tel. Co.0

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Shenandoah	Ashland Frackville Girardsville Mahoney City Shenandoah	Ringtown (Commonwealth)
Slatington	Allentown Bath Bethlehem Catasauqua Northampton Slatington	Ironton (Ironton Tel. Co.) New Tripoli (Quaker State Tel. Co.)
Smethport	Bradford Eldred Port Allegany Rew Smethport	
Smithfield	Fairchance Masontown McClellandtown Point Marion Smithfield Uniontown	
Smiths Ferry	Hookstown Midland Rochester Smiths Ferry	Chester, WV (Bell Atlantic-WV) East Liverpool, OH (Ohio Bell)
Smock	Brownsville Smock Uniontown	
Snow Shoe	Bellefonte Frenchville Snow Shoe	

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1050 Waltham Street
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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Souderton Local Area	Center Point Collegeville Doylestown Dublin Green Lane Harleysville Lansdale Line Lexington North Wales Pennyburg Perkasie Quakertown Schwenksville Souderton	
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Exchange.	
Springdale Local Area	New Kensington Pittsburgh Suburban Zone 19 Pittsburgh Suburban Zone 20 Springdale Tarentum	
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.	
Spring Mills	Bellefonte Boalsbury Centre Hall Millheim Spring Mills State College	
Springtown	Allentown Bethlehem Catasauqua Easton Hellertown Quakertown Riegelsville Springtown Upper Black Eddy	Ferndale (Commonwealth) Milford, NJ (Bell Atlantic-NJ)

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
State College	Bellefonte Boalsburg Centre Hall Spring Mills State College	Port Matilda (Brookville Tel. Co.)
Strasburg	Lancaster Landisville Millersville Strasburg	Gap (Commonwealth) Intercourse (Enterprise) Quarryville (Commonwealth) Rawlinsville (Commonwealth)
Stroudsburg	Bushkill Cresco Lords Valley Mount Pocono Stroudsburg	Saylorsburg (Commonwealth) Stroudsburg, NJ (Bell Atlantic- NJ)
Sugar Grove	Russell Sugar Grove Warren Youngsville	
Sunbury	Danville Elysburg Milton Northumberland Shamokin Sunbury	Selinsgrove (Continental)
Sykesville	DuBois Reynoldsville Sykesville	Luthersburg (Brookville Tel. Co.)
Tamaqua	Mahoney City McAdoo New Philadelphia Pottsville Tamaqua	Lakewood (Lakewood Rural Tel. Co.) Lansford (ALLTEL PA, Inc.)
Tarentum Local Area	New Kensington Pittsburgh Suburban Zone 20 Springdale Tarentum	
Metropolitan Area Plus	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Taylor	Moosic Olyphant Pittston Scranton Taylor Wyoming	
Tidioute	Endeavor Tidioute Tionesta Warren	
Tionesta	Endeavor Tidoute Tionesta	
Tyrone	Altoona Bellwood Tyrone	Warriors Mark (Brookville Tel. Co.)
Ulysses	Coudersport Ulysses	
Uniontown	Brownsville Connellsville Fairchance Farmington Masontown McClellandtown New Salem Point Marion Republic Smithfield Smock Uniontown	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Unionville Local Area	Avondale Coatesville Kemblesville Kennett Square Landenberg Lenape Mendenhall Mortonville Unionville West Chester West Grove Westtown	
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	
Upper Black Eddy	Easton Riegelsville Springtown Upper Black Eddy	Ferndale (Commonwealth) Frenchtown, NJ (Bell Atlantic-NJ) Milford, NJ (Bell Atlantic, NJ) Uhlertown (Commonwealth)
Wallenpaupack	Hamlin Hawley Honesdale Lake Ariel Lords Valley Moscow Newfoundland Wallenpaupack	
Wampum	Beaver Falls Ellwood City New Castle Wampum	
Warren	Russel Sugar Grove Tidioute Warren Youngsville	Sheffield (Brookville Tel. Co.)

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Washington Local Area	Avella Canonsburg Claysville McMurray Washington West Alexander	Buffalo (Quaker State Tel. Co.) Hickory (Hickory Tel. Co.) Taylorstown (Quaker State Tel. Co.)
Metropolitan Area Plus	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.	
Washingtonville	Bloomsburg Danville Millville Milton Washingtonville	Turbotville (ALLTEL PA, Inc.)
Weatherly	Freeland Hazleton Jim Thorpe McAdoo Weatherly White Haven	
West Alexander	Claysville Washington West Alexander	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
West Chester Local Area	Downingtown Exton Lenape Mendenhall Mortonville Philadelphia Suburban Zone 28 West Chester Westtown	
Extended Area	All stations included in Local Area preceding plus: Avondale Chester Springs Coatesville Eagle Kennett Square Landenberg Philadelphia Suburban Zone 10 Philadelphia Suburban Zone 11 Philadelphia Suburban Zone 12 Philadelphia Suburban Zone 22 Unionville West Grove	
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange	
West Grove	Avondale Coatesville Kemblesville Kennett Square Landenberg Lenape Mendenhall Mortonville Oxford Parkesburg Unionville West Chester West Grove Westtown	Hockessin, DE (Diamond State)

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SECTION 3 – SERVICE AREAS**3.2 Exchange Service Areas – Extended Area Services (Cont'd)****3.2.2 Exchange Listings (Cont'd)**

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
West Middlesex	Sharon Sharpsville West Middlesex	Sharon, OH (Ohio Bell)
West Newton Local Area	Belle Vernon West Newton	Yukon (Yukon-Waltz Tel. Co.)
Extended Area	All stations included in Local Area preceding plus: Donora Elisabeth Hermine Monessen Mount Pleasant Perryopolis Pittsburgh Suburban Zone 10 Scottdale	
Metropolitan Area	All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.	

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SECTION 3 – SERVICE AREAS

3.2 Exchange Service Areas – Extended Area Services (Cont'd)

3.2.2 Exchange Listings (Cont'd)

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Westtown Local Area	Lenape Philadelphia Suburban Zone 10 Mendenhall West Chester Westtown	
Extended Area	All stations included in Local Area preceding plus: Avondale Coatesville Downingtown Exton Kennett Square Landenberg Mortonville Philadelphia Suburban Zone 11 Philadelphia Suburban Zone 12 Philadelphia Suburban Zone 22 Philadelphia Suburban Zone 28 Unionville West Grove	
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	
White Haven	Freeland Hazleton Jim Thorpe Weatherly White Haven	
Wilkes-Barre	Kingston Mountaintop Nanticoke Pittston Plymouth Wilkes-Barre Wyoming	Center Moreland (Commonwealth) Dallas (Commonwealth) Harveys Lake (Commonwealth) Nuangola (Commonwealth) Trucksville (Commonwealth)
Williamsport	Jersey Shore Williamsport	Loyalsock (Quaker State Tel. Co.) Oval (Pennsylvania Tel. Co.) Trout Run (Quaker State Tel. Co.)

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SECTION 3 – SERVICE AREAS**3.2 Exchange Service Areas – Extended Area Services (Cont'd)****3.2.2 Exchange Listings (Cont'd)**

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Winburne	Clearfield Frenchville Philipsburg Winburne	
Woolrich	Avis Jersey Shore Lock Haven Woolrich	
Wycombe Local Area	Buckingham Doylestown New hope Newtown Philadelphia Suburban Zone 40 Philadelphia Suburban Zone 45 Wycombe	
Extended Area	All stations included in Local Area preceding plus: Carversville Morrisville Philadelphia Suburban Zone 37 Philadelphia Suburban Zone 38 Philadelphia Suburban Zone 39 Philadelphia Suburban Zone 43 Philadelphia Suburban Zone 44 Yardley	
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	
Wyoming	Kingston Moosic Pittston Scranton Taylor Wilkes-Barre Wyoming	

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SECTION 3 – SERVICE AREAS**3.2 Exchange Service Areas – Extended Area Services (Cont'd)****3.2.2 Exchange Listings (Cont'd)**

Exchange Area	Bell Atlantic Pennsylvania, Inc. Exchange	Other Local Exchange Company Name
Yardley Local Area	Morrisville New Hope Newtown Philadelphia Suburban Zone 42 Philadelphia Suburban Zone 43 Philadelphia Suburban zone 44 Wycombe Yardley	Ewing, NJ (Bell Atlantic-NJ) Trenton, NJ (Bell Atlantic-NJ)
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.	
Youngsville	Russell Sugar Grove Warren Youngsville	
Youngwood Local Area	Greensburg Mount Pleasant Youngwood	
Metropolitan Area Plus	All stations in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.	
Zelienople	Beaver Falls Ellwood City Zelienople	Criders Corners (North Pittsburgh) Evans City (SPRINT)

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SECTION 4 – BASIC SERVICES AND RATES

DSCI Corporation is currently working on identifying products and rates and will supplement its service descriptions and rates in this tariff prior to certification.

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Sean M. Dandley
CEO
1050 Waltham Street
Lexington, Massachusetts 02421

EXHIBIT 4

Financials

DSCI Corporation
Balance Sheets
June 30, 2004 and 2003

	Assets	
	<u>2004</u>	<u>2003</u>
Current Assets:		
Cash and Cash Equivalents	\$ 1,317,740	\$ 642,416
Accounts Receivable	1,005,959	923,337
Unbilled Revenue	664,063	469,543
Deferred MRC Revenue	468,295	362,844
Prepaid Expenses	86,380	-
Stock Subscriptions Receivable	-	2,300
Other Current Assets	3,442	10,602
Total Current Assets	<u>3,545,879</u>	<u>2,411,042</u>
Property and Equipment - Net	<u>345,309</u>	<u>179,686</u>
Other Assets:		
Organizational Costs - Net	-	3,518
Prepaid Lease Costs - Net	-	1,776
Security Deposits	93,461	102,067
Total Other Assets	<u>93,461</u>	<u>107,361</u>
Total Assets	<u><u>\$3,984,649</u></u>	<u><u>\$2,698,089</u></u>

Liabilities And Stockholders' Equity

Current Liabilities:		
Accounts Payable and Accrued Expenses	\$ 1,990,976	\$ 1,559,255
Accrued Payroll and Commissions	470,056	258,469
Sales Tax Payable	315,626	195,046
Line of Credit	-	249,933
Customer Security Deposits	2,036	1,500
Accrued Income Taxes	32,170	-
Due to Parent Company	3,110	21,222
Total Liabilities	<u>2,813,974</u>	<u>2,285,425</u>
Stockholders' Equity:		
Common Stock, no par value	558,434	558,434
Additional Paid-In Capital	12,250	-
Retained Earnings (Accumulated Deficit)	599,991	(145,770)
Total Stockholders' Equity	<u>1,170,675</u>	<u>412,664</u>
Total Liabilities and Stockholders' Equity	<u><u>\$3,984,649</u></u>	<u><u>\$2,698,089</u></u>

See accountants' compilation report.

DSCI Corporation
Balance Sheets
December 31, 2003 and 2002

Assets

	2003
Current Assets:	
Cash and Cash Equivalents	\$ 1,473,831
Accounts Receivable - Net	1,154,986
Unbilled Revenue	506,255
Deferred MRC Revenue	436,800
Stock Subscription Receivable	-
Other Current Assets	8,725
Total Current Assets	3,580,597
Property and Equipment - Net	285,638
Other Assets:	
Other Long-Term Assets	176
Security Deposits	93,515
Total Other Assets	93,691
Total Assets	\$ 3,959,926

Liabilities and Stockholders' Equity

Current Liabilities:	
Accounts Payable and Accrued Expenses	\$ 1,958,994
Accrued Payroll and Commissions	537,737
Sales Tax Payable	140,055
Accrued Income Taxes	57,338
Due to Parent Company	67,571
Customer Security Deposits	1,976
Total Current Liabilities	2,763,671
Total Liabilities	2,763,671
Stockholders' Equity:	
Common Stock	558,434
Additional Paid-In Capital	11,500
Retained Earnings (Accumulated Deficit)	626,321
Total Stockholders' Equity	1,196,255
Total Liabilities and Stockholders' Equity	\$ 3,959,926

See accountants' report and notes to the financial statements.

DSCI Corporation
Balance Sheets
December 31, 2003 and 2002

<u>2002</u>
\$ 312,402
815,680
398,238
273,749
2,300
29,301
<u>1,831,670</u>
<u>157,684</u>
7,595
52,467
<u>60,062</u>
<u>\$ 2,049,416</u>
\$ 1,587,195
231,539
106,492
-
14,222
1,500
<u>1,940,948</u>
<u>1,940,948</u>
558,434
-
<u>(449,966)</u>
<u>108,468</u>
<u>\$ 2,049,416</u>

See accountants' report and notes to the financial statements.

EXHIBIT 5

List of 911 Coordinators Contacted

LIST OF 911 COORDINATORS

PA Emergency Management Agency

Adams County

Donna Powers - 911 Coordinator
230 Greenamyre Lane
Gettysburg, PA 17325-2313
Email: dpowers@acc.pa.net
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

Joseph D Annibale - Department of Public Safety
1304 Fairview Street
Allentown, PA 18102
Email: dannibale@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: armstrong911.mores@alltel.net
Office Phone: 724-548-3430
Fax: 724-548-3243

Beaver County

Vacant . - 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 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

Rodney Bohner - 911 Coordinator
615 4th Street
Altoona, PA 16602
Email: blair911@asdcat.com
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
home.epix.net/~bcrema/

Bucks County

Brenton Wiggins - 911 Coordinator

Administration Building
Broad & Court Streets
Doylestown, PA 18901
Email: btwiggin@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@adelphia.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 Service 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

Sharon Porter - 911 Coordinator
911 Leonard Street
Clearfield, PA 16830-3245
Email: 911director@clearfieldco.org
Office Phone: 814-765-1407
Fax: 814-768-9920

Clinton County

Dennis Caprio - 911 Coordinator
22 Cree Drive
Lock Haven, PA 17745
Email: dcaprio@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
Fax: 717-245-8710
www.ccpa.net/emergencypreparedness/default.html

Dauphin County

Robert Wentzel - 911 Coordinator
911 Gibson Boulevard
Steelton, PA 17113-1988
Email: rwentzel@dauphinc.org
Office Phone: 717-558-6800
Additional Phone: 717-558-6900
Fax: 717-558-6850
www.dauphincounty.org/dauphin/cwp/browse.asp?a=1168&dauphinNav=

Delaware County

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

Joseph Weindorf - 911 Coordinator
1714 French Street
Erie, PA 16501
Email: jweindorf@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: fcch@earthlink.net
Office Phone: 814-755-3541
Fax: 814-755-4404

Franklin County

Jerry Flasher - Franklin County EMS
Court House
157 Lincoln Way East
Chambersburg, PA 17201
Email: jflasher@co.franklin.pa.us
Office Phone: 717-264-2813
Fax: 717-267-3493
www.angelfire.com/pa/franklin911

Fulton County

Lisa Sherman - 911 Coordinator
116 W. Market Street
McConnellsburg, PA 17233
Email: ema@fultoncntypa.org
Office Phone: 717-485-3717
Fax: 717-485-9421

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 R. Beatty - 911 Coordinator
85 Haven Drive
Indiana, PA 15701
Email: pbeatty@indianacounty.org
Office Phone: 724-349-9300
Fax: 724-465-3868
ema.indianacounty.org/9-1-1/index.htm

Jefferson County

Charles P. Catanzarito - 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

Fred Naylor - 911 Coordinator
PO Box 68
Mifflintown, PA 17059
Email: fnaylor@co.juniata.pa.us
Office Phone: 717-436-2181
Fax: 717-436-7733
www.co.juniata.pa.us/

Lackawanna County

Thomas K. 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 W. Weaver - 911 Coordinator
28 South Charlotte Street
PO Box 219
Manheim, PA 17545-0219
Email: mweaver@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
www.ccia.com/~lawco911

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
www.lebanonema.org

Lehigh County

Laurie R. Bailey - 911 Coordinator
455 West Hamilton Street
Allentown, PA 18101
Email: lauriebailey@lehighcounty.org
Office Phone: 610-782-3087
Fax: 610-782-3428
www.lehighema.org

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
www.luzernecounty911.com

Lycoming County

Connie J. Turner - 911 Coordinator
542 County Farm Road
Suite 101
Montoursville, PA 17754
Email: connie_turner.Lyco@lyco.org
Office Phone: 570-433-4461
Fax: 570-433-4435

McKean County

Jim Lewis - 911 Coordinator
17013 Route 6
Smethport, PA 16749
Email: mckenaco911@direcway.com
Office Phone: 814-887-5070
Fax: 814-887-4910

Mercer County

Frank A. Jannetti, Jr. - Director
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
www.mcc.co.mercer.pa.us/DPS/publicsafety.htm

Mifflin County

Philip C. Lucas, Jr. - 911 Coordinator
20 North Wayne Street
Lewistown, PA 17044
Email: plucas@mifflinmail.com
Office Phone: 717-248-9645
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

Montgomery County

Stephen D. Keeley - 911 Coordinator
50 Eagleville Road
Eagleville, PA 19403
Email: skeeley@mail.montcopa.org
Office Phone: 610-631-6509
Fax: 610-631-6536
www.montcopa.org/eoc/EDS/Default.htm

Montour County

Walter Peters, III - 911 Coordinator
30 Woodbine Lane
Danville, PA 17821
Email: montour@chilitech.net
Office Phone: 570-271-3045
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

Brida Daniel - Acting 911 Coordinator
Department of Public Safety
911 Greenough Street, Suite 2
Sunbury, PA 17801
Email: norry4@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: lsmeigh@perryco.org
Office Phone: 717-582-2131 x256
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

Pittsburgh, City of

John S. Rowntree - 911 Coordinator
Emergency Operations Center
2925 Railroad Street
Pittsburgh, PA 15201
Email: john.rowntree@city.pittsburgh.pa.us
Office Phone: 412-255-2916
Additional Phone: 412-255-2293
Fax: 412-255-4721
www.city.pittsburgh.pa.us/ps/

Potter County

John P. Hetrick - 911 Coordinator
24 Maple View Lane
Coudersport, PA 16915
Email: potterema@adelphia.net
Office Phone: 814-274-8900
Fax: 814-274-8901

Schuylkill County

John Mercuri - 911 Coordinator
435 North Centre Street
Pottsville, PA 17901
Email: jmercuri@co.schuylkill.pa.us
Office Phone: 570-621-9911
Fax: 570-621-9999
www.scema.org/

Snyder County

William Michaels - 911 Coordinator
RR #1
Box 130-K
Selinsgrove, PA 17870
Email: wmichael@snydercounty.org
Office Phone: 570-372-0535
Fax: 570-837-1859

Somerset County

David L. Fox - 911 Coordinator
111 East Union Street
Somerset, PA 15501
Email: fox@co.somerset.pa.us
Office Phone: 814-445-1525
Fax: 814-443-1090

Sullivan County

Merri A. Montgomery - 911 Coordinator
Court House
Laporte, PA 18626
Email: suldes@epix.net
Office Phone: 570-946-5010
Fax: 570-946-4122

Susquehanna County

Dawn Watson - 911 Coordinator
31 Public Avenue
Montrose, PA 18801
Email: 911@susq911.com
Office Phone: 570-278-4600 x250

Fax: 570-278-9269

Tioga County

David R. 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 W. Hess - 911 Coordinator
103 South Second Street
Lewisburg, PA 17837-1996
Email: thess@unionco.org
Office Phone: 570-523-3201
Fax: 570-524-8720

Venango County

Richard J. Graff - 911 Coordinator
1052 Grandview Drive
Oil City, PA 16301
Email: graff@csonline.net
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 A. Yates - 911 Coordinator
100 West Beau Street
C-1
Washington, PA 15301
Email: yatesj@wc.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: 724-830-3007
Fax: 724-830-3666

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@york-county.org
Office Phone: 717-840-2353
Fax: 717-840-7553

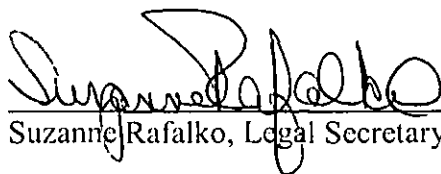
CERTIFICATE OF SERVICE

I, Suzanne Rafalko, a legal secretary in the law offices of The Helein Law Group LLLP, do hereby state and affirm that copies of the foregoing signed and verified Application of DSCI Corporation, including Attachments, were served upon the following, via Federal Express courier service, on this 15th day of November, 2004.

Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, Pennsylvania 17101

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

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, Pennsylvania 17101


Suzanne Rafalko, Legal Secretary

The Helein Law Group, LLLP

RECEIVED

8180 Greensboro Drive
Suite 700
McLean, VA 22102

ORIGINAL

DEC 7 2004

(703) 714-1300 (Telephone)
(703) 714-1330 (Facsimile)
mail@thlglaw.com

PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Writer's Direct Dial Number

Writer's E-mail Address

(703) 714-1313

jsm@thlglaw.com

December 7, 2004

Via Overnight Courier

A - 311343

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
Second Floor - Room N201
Harrisburg, Pennsylvania 17120

Re: Application of DSCI Corporation for Approval to Offer, Render, Furnish or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania

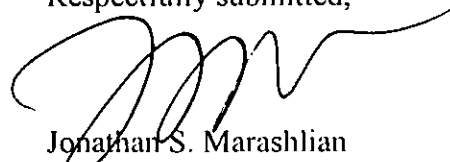
Dear Mr. McNulty:

On behalf of DSCI Corporation, transmitted herewith is an original plus three (3) copies of its correspondence and Certificate of Service, certifying that a copy of its Application for Approval to Offer, Render, Furnish or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania, has been served upon the Incumbent Local Exchange Carrier in whose service territory DSCI requests authority to serve. This letter and Certificate of Service is filed pursuant to Commission request of December 3, 2004, a copy of which is enclosed.

An additional copy of this filing is also enclosed, to be date-stamped and returned in the postage-prepaid envelope provided.

Should there be any questions regarding this filing, kindly contact the undersigned.

Respectfully submitted,



Jonathan S. Marashlian
Regulatory Counsel

JSM/sr
Enclosures

cc: Jani Tuzinski, FUS

38

Telecommunications
E Commerce
Technology
Corporate & Finance
Trademarks
Proprietary Rights
Complex Litigation
General Business Law

The Helein Law Group, LLLP

8180 Greensboro Drive
Suite 700
McLean, VA 22102

(703) 714-1300 (Telephone)
(703) 714-1330 (Facsimile)
mail@thlglaw.com

Writer's Direct Dial Number
(703) 714-1313

RECEIVED

DEC 7 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Writer's E-mail Address
jsm@thlglaw.com

December 7, 2004

Via Overnight Courier

Regulatory Department
Verizon Pennsylvania, Inc.
1717 Arch Street
Philadelphia, Pennsylvania 19103

***Re: Application of DSCI Corporation for Approval to Offer, Render,
Furnish or Supply Telecommunications Services to the Public in
the Commonwealth of Pennsylvania***

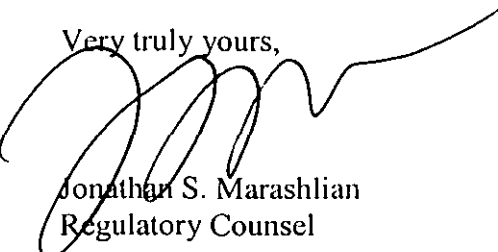
Ladies and Gentlemen:

On November 15, 2004, DSCI Corporation ("DSCI"), a Massachusetts company authorized to conduct business in Pennsylvania, filed an application with the Pennsylvania Public Utility Commission requesting authority to provide resold competitive local exchange telecommunications services in exchanges currently served by Verizon Pennsylvania, Inc.

Pursuant to PUC requirements, DSCI herewith serves a copy of its Application upon Verizon Pennsylvania, Inc.

Should there be any questions regarding this matter, kindly contact the undersigned.

Very truly yours,



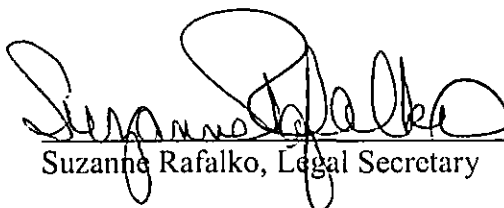
Jonathan S. Marashlian
Regulatory Counsel

Telecommunications
E Commerce
Technology
Corporate & Finance
Trademarks
Proprietary Rights
Complex Litigation
General Business Law

CERTIFICATE OF SERVICE

I, Suzanne Rafalko, a legal secretary in the law offices of The Helein Law Group LLLP, do hereby state and affirm that copies of the foregoing signed and verified Application of DSCI Corporation, including Attachments, were served upon the following, via Federal Express courier service, on this 7th day of December, 2004.

Regulatory Department
Verizon Pennsylvania, Inc.
1717 Arch Street
Philadelphia, Pennsylvania 19103


Suzanne Rafalko, Legal Secretary

RECEIVED

DEC 7 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

December 3, 2004

JONATHAN S MARASHLIAN
THE HELEIN LAW GROUP LLLP
8180 GREENSBORO DRIVE, SUITE 700
MCLEAN VA 22102

Dear Mr. Marashlian:

Receipt is acknowledged of the Application of DSCI CORPORATION, to provide Telecommunications Services as An Interexchange Toll Reseller and a Competitive Local Exchange Carrier to the public in the Commonwealth of PA.

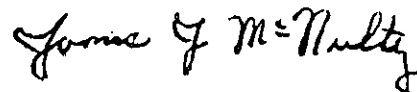
Upon review, the Application has been determined to be deficient for the following reasons:

A copy of the application must be served on all Incumbent Local Exchange Carriers in whose service territory you request authority, as stated in number 11 of the application. You name Verizon PA as the ILEC, but they are not listed on the Certificate of Service as being served. Please serve a copy of the application upon Verizon PA, and file a Certificate of Service with this Commission certifying Service has been made.

Pursuant to 52 Pa. Code, §1.4, you are being advised of these deficiencies and are required to correct them.

Failure to correct the foregoing deficiencies within 20 days of the date of this letter will result in the Application being returned as unfiled.

Sincerely,



James J. McNulty
Secretary

cc: Jani Tuzinski, FUS

JJM:dbs

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

December 10, 2004

IN REPLY PLEASE
REFER TO OUR FILE
A-311343
A-311343F0002

JONATHAN S MARASHLIAN
THE HELEIN LAW GROUP LLLP
8180 GREENSBORO DRIVE, SUITE 700
MCLEAN VA 22102

DOCUMENT
FOLDER

Dear Mr. Marashlian:

Please be advised that the Application of DSCI CORPORATION to provide telecommunications services as an Interexchange Toll Reseller and a Competitive Local Exchange Carrier to the public in the Commonwealth of Pennsylvania, has been reviewed and found to be in compliance with the filing requirements of the Commission's Opinion and Order entered June 3, 1996, at Docket Number M-00960799.

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

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

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

Sincerely,

James J. McNulty
Secretary

JJM:dbs

cc: Janet Tuzinski-FUS

DOCKETED
DEC 10 2004

DATE: December 10, 2004
SUBJECT: A-311343
A-311343F0002
TO: Bureau of Fixed Utility Services
FROM: James J. McNulty, Secretary

DOCUMENT
FOLDER

DOCKETED
DEC 10 2004

Application of DSCI CORPORATION

We attach hereto a copy of the Application of DSCI Corporation, for approval to provide telecommunication services as an Interexchange Toll Reseller and a Competitive Local Exchange Carrier to the public in the Commonwealth of Pennsylvania, which has been captioned and docketed to the above number.

The Protest period for this application has expired on November 30, 2004.

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

dbb

Attachment

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

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

DATE: 12/10/2004
RECEIPT NO: 202632

JONATHAN S. MARASHLIAN
THE HELEIN LAW GROUP, P.C.
8180 GREENSBORO DRIVE SUITE 700
MCLEAN VA 22102

IN RE: Application fees for DSCI CORPORATION

Docket Number A-311343 AND A-311343F0002.....\$250.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 11004
CHECK AMOUNT: \$250.00

Stephen Reed
(for Department of Revenue)

**DOCUMENT
FOLDER**

DOCKETED
DEC 27 2004