

ELIZABETH M. MCKEEVER  
emckeever@bmgzlaw.com

July 27, 2015

Via Overnight Delivery

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

RECEIVED

JUL 27 2015

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RE: Barr Tell USA, INC.

Dear Secretary Chiavetta:

Enclosed please find a signed and verified original of Barr Tell's Application Form for Approval to Offer Telecommunication Services to the Public in the Commonwealth of Pennsylvania.

Barr Tell seeks authority to provide facilities-based and resold local exchange and interexchange non-prepaid telecommunications services to and from all points in the Commonwealth of Pennsylvania. Also enclosed, please find the appropriate filing fee in the amount of \$250.00.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self addressed stamped envelope provided for that purpose.

Questions regarding this filing may be directed to Elizabeth M. McKeever, who can be reached at (908) 753-8300 or emckeever@bmgzlaw.com.

Sincerely,

*Elizabeth M. McKeever*  
Elizabeth M. McKeever

EMM:hef

**Application of:**

**Barr Tell USA, Inc.**

\_\_\_\_\_, t/a \_\_\_\_\_,

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.

**Barr Tell USA, Inc.  
218 East Park Avenue  
Suite 522  
Long Beach, NY 11561**

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**JUL 27 2015**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

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.

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

**Elizabeth M. McKeever  
Bevan, Mosca, Giuditta & Zarillo, P.C.  
222 Mount Airy Road, Suite 200  
Basking Ridge, NJ 07920  
Phone: (908) 753-8300  
Fax: (908) 848-6420**

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.

**B) PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA):** The name, title, address, telephone number and FAX number of the person with whom contact should be made by PEMA (Pennsylvania Emergency Management Agency).

**Yisrael Spitz**  
**Chief Executive Officer**  
**Barr Tell USA, Inc.**  
**218 East Park Avenue**  
**Suite 522**  
**Long Beach, NY 11561**  
**Phone: (212) 226-4420**  
**Fax: 212-812-6405**

**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.

**Yisrael Spitz**  
**Chief Executive Officer**  
**Barr Tell USA, Inc.**  
**218 East Park Avenue**  
**Suite 522**  
**Long Beach, NY 11561**  
**Phone: (212) 226-4420**  
**Fax: 212-812-6405**

**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.

**Registered Agent:     InCorp Services, Inc.  
                              7208 Red Top Road  
                              Hummelstown, PA 17036  
                              Dauphin County**

**Attach proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation or a Certificate of Organization.**

**The Applicant is incorporated in the State of New York.**

Give name and address of officers:

**Harold Barr  
President  
218 E. Park Avenue,**

Suite 522  
Long Beach, NY 11561

Yisrael Spitz  
Chief Executive Officer  
Barr Tell USA, Inc.  
218 East Park Avenue  
Suite 522  
Long Beach, NY 11561

Chana Spitz  
Vice President  
Barr Tell USA, Inc.  
218 East Park Avenue  
Suite 522  
Long Beach, NY 11561

**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 affiliate has predecessors who have 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 and predecessors (please identify affiliates versus predecessors).

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:

- 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.

**Barr Tell USA, Inc. ("BTU") seeks authority to provide facilities-based and resold local exchange and interexchange non—prepaid telecommunications services including Dial Tone, DSL Lines, Internet, Dedicated Private Lines, Local & Long Distance Service, T-1 PRI circuits and Toll Free Services an all origination and termination of voice telephone calls, to and from all points in the State of Pennsylvania. Therefore BTU seeks statewide authority. Petitioner plans to offer both local exchange and interexchange services to customers located in the State of Pennsylvania through an Interconnection Agreement and Master Agreement with Verizon that allows for the resale of DSL, voice services and Internet 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.

**BTU seeks authority to provide facilities-based and resold local exchange and interexchange non-prepaid telecommunications services, including Dial Tone, DSL Lines, Internet, Dedicated Private Lines, Local & Long Distance Services, T-1 PRI Circuits and Toll Free Services and all origination and termination of voice telephone calls to and from all points in the State of Pennsylvania.**

**Barr Tell will operate exclusively as a CLEC**

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.

**All of the identified services will be marketed and sold to residential customers, commercial enterprise customers, government customers and carriers.**

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

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.

15. **START DATE:** The Applicant proposes to begin offering services on or about **September 1, 2015.**

16. **FURTHER DEVELOPMENTS:** Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

**Not Applicable**

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



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

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

**Office of Attorney General**  
Office of Consumer Protection  
Strawberry Square  
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.

**Competitive local exchange carrier.**

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.

**Not applicable.**

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

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

Applicant:

Harold Barr

By:

Harold Barr

Title:

President

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS  
401 NORTH STREET, ROOM 206  
P.O. BOX 8722  
HARRISBURG, PA 17105-8722  
WWW.CORPORATIONS.STATE.PA.US/CORP

Barr Tell USA, Inc.

THE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP 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: 4348705

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JUL 27 2015

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Barr, Harold  
218 E Park Avenue, ste. 522  
Long Beach, NY 11561

PENNSYLVANIA DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

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

Entity Number

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

Name Harold Barr  
Address 218 E Park Ave, Suite 522  
City Long Beach, State NY Zip Code 11561

Commonwealth of Pennsylvania  
CERTIFICATE OF AUTHORITY 3 Page(s)



Fee: \$250

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

1. The name of the corporation is: Barr Tell USA, Inc.

2. Complete only when the corporation must adopt a corporate designator for use in Pennsylvania.  
The name which the corporation adopts for use in this Commonwealth is:

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: State of New York  
County of Nassau

5. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:  
218 East Park Ave, Suite 522, Long Beach, NY 11561  
Number and street City State Zip

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  
INCorp SERVICES Inc Dauphin County

PA DEPT. OF STATE

PA DEPT. OF STATE

APR 06 2015

APR 20 2015

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.

8 Business corporations only. Check any applicable statements:

- This corporation is organized on a nonstock basis.
- This corporation is a statutory close corporation.
- This corporation is a management corporation.
- This corporation is a professional corporation.
- This corporation is an insurance corporation.
- This corporation is a benefit corporation.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for Certificate of Authority to be signed by a duly authorized officer thereof this 1<sup>ST</sup> day of April, 2015.

Barr Tell USA, Inc  
Name of Corporation

Harold Barr  
Signature

President  
Title

**ARTICLES OF INCORPORATION  
OF  
BARR TELL USA, INC.**

The undersigned Incorporator of Barr Tell USA, Inc., a New York corporation, adopts the following Articles of Incorporation:

**ARTICLE I**

**Name**

The name of the corporation is Barr Tell USA, Inc., hereinafter Barr Tell.

**ARTICLE II**

**Duration**

The period of the corporation's duration is for perpetuity.

**ARTICLE III**

**Purpose**

The purpose for which the corporation is organized is to conduct any and all lawful business for which corporations can be organized pursuant to Section 201 of the New York State Business Corporate Code statute, including but not limited to any other fundamental power in furtherance of its corporate purposes including:

- (1) To sue and be sued in all courts and to participate in actions and proceedings, whether judicial, administrative, arbitative or otherwise, in like cases as natural persons.
- (2) To purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated.
- (3) To sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage or pledge, or create a security interest in, all or any of its property, or any interest therein, wherever situated.
- (4) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, employ, sell, lend, lease, exchange, transfer, or otherwise dispose of any financial obligations, shares, securities or interests issued by others, whether engaged in similar or different business, governmental, or other activities.
- (5) To make contracts, give guarantees and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property or any interest therein, wherever situated.
- (6) To lend money, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

(7) To elect or appoint officers, employees and other agents of the corporation, define their duties, fix their compensation and the compensation of directors, and to indemnify corporate personnel.

(8) To adopt, amend or repeal by-laws, including emergency by-laws made pursuant to subdivision seventeen of section twelve of the state defense emergency act, relating to the business of the corporation, the conduct of its affairs, its rights or powers or the rights or powers of its shareholders, directors or officers.

(9) To pay pensions, establish and carry out pension, profit-sharing, share bonus, share purchase, share option, savings, thrift and other retirement, incentive and benefit plans, trusts and provisions for any or all of its directors, officers and employees.

(10) To purchase, receive, take, or otherwise acquire, own, hold, sell, lend, exchange, transfer or otherwise dispose of, pledge, use and otherwise deal in and with its own shares.

(11) To be a promoter, partner, member, associate or manager of other business enterprises or ventures, or to the extent permitted in any other jurisdiction to be an incorporator of other corporations of any type or kind.

#### **ARTICLE IV**

##### **Powers**

The corporation has the power to engage in any lawful activity under the corporation code of the State of New York, including opening and operating a bank account.

#### **ARTICLE V**

##### **Initial Registered Agent**

Pursuant to Section 305 (a) of NY BSC the name of the initial registered agent is:  
**Harold Barr with the street** address as its registered agent as  
218 East Park Ave.  
Suite 522  
Long Beach, NY 11561-3521

#### **ARTICLE VI**

##### **Statement of Acceptance by Registered Agent**

I, Harold Barr, hereby acknowledge that the undersigned individual or corporation accepts the appointment as Initial Registered Agent of Barr Tell USA, Inc., the corporation which is named in these Articles of Incorporation.

---

Registered Agent Signature

**ARTICLE VII**  
**Principal Office and Mailing Address**

The street address of the designated principal office is:

Barr Tell USA, Inc.  
218 East Park Ave.  
Suite 522  
Long Beach, NY 11561-3521

And the complete mailing address is the same as the designated principal office above

**ARTICLE VIII**  
**Authorized shares pursuant to Article 5 of the BSC**

- The number of shares of stock the corporation has the authority to issue is 200 Shares.
- The class of stock issued shall be Common stock.
- Each share shall have No par value
- Initial issuance of shares shall be limited to two Shareholders unless otherwise determined by the Board of Directors and the By Laws of this Corporation.

**Article IX**  
**Directors and Officers**

The Corporations' initial Board of Directors and Officers shall be comprised of the following:

Name	Title	Address
Harold Barr,	President,	218 East Park Ave., Suite 522, Long Beach, NY 11561-3521

**ARTICLE IX**  
**Bylaws**

The incorporator shall adopt the initial bylaws of the corporation. The stockholders may amend the bylaws at anytime by the provisions therein.

**ARTICLE X**  
**Dissolution**



Upon dissolution, assets shall be distributed by the Board of Directors according to the applicable State statute. Further provisions regarding distribution upon dissolution shall be stated in the Corporation's bylaws.

**ARTICLE XI**  
**Indemnification**

The corporation does indemnify any directors, officers, employees, incorporators, and shareholders of the corporation from any liability regarding the corporation and the business of the corporation, unless the person fraudulently and intentionally violated the law and/or maliciously conducted acts to damage and/or defraud the corporation, or as otherwise provided under applicable state corporate statute.

**ARTICLE XII**  
**Incorporator**

I, Harold Barr, residing at 218 East Park Ave., Suite 522, Long Beach, NY 11561-3521 hereby execute these Articles of Incorporation dated this 09<sup>th</sup> day of January 1998.

---

Incorporator Signature

Correspondence Information is:

Barr Tell USA, Inc.  
218 East Park Ave.  
Suite 522  
Long Beach, NY 11561-3521

**RECEIVED**

JUL 27 2015

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Barr Tell USA, Inc.**  
218 East Park Ave., Suite 522  
Long Beach, NY 11561

**CLEC SERVICES TARIFF**

Regulations and Schedule of Intrastate Rates  
and Charges Applying to Competitive End User Communications  
Services For Residential and Business Customers (Including Basic Local Exchange  
and Miscellaneous Services) Within the Commonwealth of Pennsylvania.

{00055337.2 }

Issued: August 1, 2015

Effective Date: September 1, 2015

Issued By: Harold Barr, President  
218 East Park Ave., Suite 522  
Long Beach, NY 11561

**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original	*	31	Original	*	61	Original	*
1	Original	*	32	Original	*	62	Original	*
2	Original	*	33	Original	*			
3	Original	*	34	Original	*			
4	Original	*	35	Original	*			
5	Original	*	36	Original	*			
6	Original	*	37	Original	*			
7	Original	*	38	Original	*			
8	Original	*	39	Original	*			
9	Original	*	40	Original	*			
10	Original	*	41	Original	*			
11	Original	*	42	Original	*			
12	Original	*	43	Original	*			
13	Original	*	44	Original	*			
14	Original	*	45	Original	*			
15	Original	*	46	Original	*			
16	Original	*	47	Original	*			
17	Original	*	48	Original	*			
18	Original	*	49	Original	*			
19	Original	*	50	Original	*			
20	Original	*	51	Original	*			
21	Original	*	52	Original	*			
22	Original	*	53	Original	*			
23	Original	*	54	Original	*			
24	Original	*	55	Original	*			
25	Original	*	56	Original	*			
26	Original	*	57	Original	*			
27	Original	*	58	Original	*			
28	Original	*	59	Original	*			
29	Original	*	60	Original	*			
30	Original	*						

\* - indicates those pages included with this filing

{00055337.2 }

Issued: August 1, 2015

Effective Date: September 1, 2015

Issued By: Harold Barr, President  
218 East Park Ave., Suite 522  
Long Beach, NY 11561

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{00055337.2 }

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Issued: August 1, 2015

Effective Date: September 1, 2015

Issued By: Harold Barr, President  
218 East Park Ave., Suite 522  
Long Beach, NY 11561

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EXPLANATION OF SYMBOLS

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

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- T To signify a change in text but no change in rate or regulation.

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. However, a new page is occasionally added to the Tariff. When a new page is added between those already in effect, a decimal is added. For example, a new page added between page 15 and page 16 would be page 15.1.
- 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 Department. For example, the 4th Revised Page 15 Cancels the 3rd Revised Page 15.
- C. Paragraph Numbering Sequence - Each level of paragraph numbering herein is subservient to its next higher level as shown:

- 2
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange end-user communications services by Barr Tell USA, Inc., hereinafter referred to as the Company, to customers within the Commonwealth of Pennsylvania.

{00055337.2 }

Issued: August 1, 2015

Effective Date: September 1, 2015

Issued By: Harold Barr, President  
218 East Park Ave., Suite 522  
Long Beach, NY 11561

---

DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Access Line: A circuit between the station protector on the Customer's telephone service or PBX to, and including, the serving central office main frame.

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

Authorized User: A person, firm corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business or Commercial Customer: In general, Business Customers are those who have access lines that terminate at offices, mills, stores or a business location. Business rates apply if the service is used primarily or substantially for business purposes even if the access line does not terminate at a business location, or if the access line has a business directory listing.

Call: A completed connection established between a calling station and one or more called stations.

Collect Billing: A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Company: Barr Tell USA, Inc., the issuer of this tariff.

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

Department: The Pennsylvania Department of Telecommunications and Cable.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

---

DEFINITIONS

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

ILEC: Incumbent Local Exchange Company.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United Commonwealths District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Carrier or (LEC): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Nonrecurring Charges or NRCs: One-time charges most often associated with installation, ordering, or account establishment.

Station-to-Station Call: A service whereby an End User places a non-Person-to-Person call with the assistance of an operator.

Person-to-Person Call: A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Recurring Charges (MRCs): The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service. ICB arrangements will be made where Customer-specific requirements involve special facilities, equipment, construction, design and engineering, and/or power or other utility requirements, unusual site conditions, deviations from the Technical Specifications, unique Services or components of Service not specified in this Tariff, and other unique or special circumstances, all as determined solely by the Company. Rates and charges for ICBs will reflect the costs incurred by the Company and may include, but are not limited to, monthly rates, nonrecurring charges, or combinations thereof.

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DEFINITIONS

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 accept service that 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 request for 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.

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.

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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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 described herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

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

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Where a term longer than one month has been specified herein, or in applicable contracts, the initial term will automatically renew for successive one (1) year periods (or as otherwise identified in an applicable contract), unless the Customer notifies the Company in writing of its desire not to renew at least sixty (60) days prior to the expiration of the then-current term, or unless the Company has already provided notice of its intent to terminate the Agreement.

In the event such an automatic contract renewal is determined to be unenforceable due to applicable Commonwealth or federal law, the customer will revert to a month-to-month arrangement upon expiration of the initial term at rates specified herein. If month-to-month rates are not available under this tariff, the month-to-month rates charged for the expired term arrangement will equal 1.25 times the monthly rates charged for the service prior to the expiration of the term.

- D. Service may be terminated upon written notice to the Customer if:
  - 1. the Customer is using the service in violation of this tariff; or
  - 2. the Customer is using the service in violation of the law.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur. 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, or the acts or omissions or negligence of the Company's employees or agents.
  
- B. 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 Commonwealth 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, Commonwealth, 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.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in a hazardous environment. 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, condition, location, or use of any installation so provided.
- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to 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.
- I. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- J. The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- K. In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- L. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories, in the submission or specification of listing information for purposes of Directory Assistance or other industry databases, or in accepting listings as presented by the Customer.
- M. The Company is not liable for any act or omission of any other communications provider which furnishes a portion of the service.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

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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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff. The Company will generally provide installation of service whereby seventy-five percent of regular installations are provided within five working days of the due date mutually agreed upon by the Company and the Customer. Company liability for any delays in commencing service to any Customer is set forth in Section 2.1.4 herein.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.



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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

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

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.7 Universal Emergency Telephone Number Service (911, E911)

- A. 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.
- B. 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.
- C. 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.
- D. 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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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.7 Universal Emergency Telephone Number Service (911, E911), (Cont'd)

- E. The Company assumes no liability for any infringement, or 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 persons, 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.
- F. 911/E911 service may not be available through certain advanced, IP-based business services or may be in some way limited by comparison to traditional 911/E911 service. Such circumstances include, but are not limited to, relocation of the IP-compatible Customer Premises Equipment (CPE), use by the customer of a non-native telephone number, broadband connection failure, loss of electrical power (which is a limitation of any telecommunications service that requires power from the Customer's location), and delays that may occur in making a Customer's service location (i.e., Registered Location) available in or through the Automatic Location Identification (ALI) database.

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REGULATIONS

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 charges may apply.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

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. Charges for special construction will be developed on an individual case basis (ICB). Special construction is that construction undertaken:

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

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.10 Ownership of Facilities

- A. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.
- B. Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

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 Department 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.

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REGULATIONS

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer Premises, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. 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 point where the cable enters the building or crosses the property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;

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REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

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



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REGULATIONS

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 attorneys' fees, for:

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

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REGULATIONS

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 represent 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

- A. 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.
- B. 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.

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REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission, and all User-provided wiring shall be installed and maintained in compliance with applicable regulations.

REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

- A. 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 herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take 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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REGULATIONS

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 Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of all Commonwealth sales tax, federal excise tax, Commonwealth 911 surcharge and any federally mandated surcharges, such as; the Federal Universal Service Fund Surcharge, FCC Subscriber Line Charge, and Local Number Portability Surcharge imposed on or based upon the provision, sale or use of Network Services. All such taxes and surcharges shall be separated designated on the Company's invoices.

2.5.2 Billing and Collection of Charges

- A. Nonrecurring charges are due and payable from the Customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, generally in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C. When service does not begin on the first day of the billing period, or end on the last day of the billing period, 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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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the 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.
- E. A late payment charge of 1.5% per month or the highest interest rate which may be applied under Commonwealth law for commercial transactions will be assessed to any balance carried forward to the next month's bill and in accordance with 220CMR 26.10.
- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00), or the actual fee incurred by Company from a bank or financial institution, whichever is greater, for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.5.5 and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.3 Advance Payments

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

2.5.4 Deposits

To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Disconnection of Service

- A. The Company may suspend, curtail or discontinue service to a Customer under the conditions set forth below.
  
- B. The Company may discontinue service to a Customer under the following conditions after giving business Customers five (5) days and residential Customers fifteen (15) days(excluding Sundays and legal holidays) notice:
  - 1. For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service;
  - 2. For noncompliance with or violation of Department regulation or Company' s rules and regulations on file with the Department;
  - 3. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services;
  - 4. For failure of the Customer to make proper application for service or for use of telephone service for any other property or purpose than that described in the application;
  - 5. Without notice in the event of tampering with the equipment or services owned by Company or its agents;
  - 6. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect Company equipment or Company service to others;
  - 7. For neglect or refusal to provide reasonable access to Company or its agents for the purpose of inspection and maintenance of equipment owned by Company or its agents;
  - 8. For non-payment of any amount past due to the Company by the Customer;
  - 9. Without notice for unauthorized or unlawful use of Authorization Codes. Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company;
  - 10. Without notice in the event of any other unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use; or
  - 11. For Customer's breach of contract for service between the Company and the Customer.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

Where the Customer cancels an application for service prior to the start of service or prior to any special construction, charges will be imposed as described herein.

- A. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service commenced.
- B. In addition to those charges specified in Section 4, 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.
- C. The special charges described herein will be calculated and applied on a case-by-case basis.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.7 Changes in Service Requested

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

2.6 Adjustments and Allowances for Interruptions

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.1.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal.

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REGULATIONS

2.6 Adjustments and Allowances for Interruptions (Cont'd)

2.6.1 Limitation on Allowances

No credit allowance will be made for:

- A. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. Interruptions due to the failure or malfunction of non-Company equipment;
- D. Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. Interruptions of service during any period in which the Customer continues to use the service on an impaired basis;
- F. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G. Interruption of service due to circumstances or causes beyond the control of the Company.

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REGULATIONS

2.7 Cancellation of Service

If a Customer terminates services before the completion of the term commitment for any reason whatsoever other than a service interruption (as defined in Section 2.6 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.

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

- 2.7.1 all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer; plus
- 2.7.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer; plus
- 2.7.3 all Recurring Charges specified in the applicable Service Order for the balance of the then-current term commitment discounted at a rate determined by the Pennsylvania DTC;
- 2.7.4 minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

2.8 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:

- 2.8.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.8.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.8.3 pursuant to any financing, merger or reorganization of the Company.

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REGULATIONS

2.9 Notices and Communications

2.9.1 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.

2.9.2 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.

2.9.3 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.

2.9.4 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.

2.10 Taxes, Surcharges and Fees

2.10.1 All Commonwealth and federal taxes and surcharges are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.

2.10.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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REGULATIONS

2.11 Disputed Bills

2.11.1 In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer should submit a documented claim for the disputed amount. The Customer should submit all documentation as may reasonably be required to support the claim. All claims should be submitted to the Company within 90 days of receipt of billing for those services. If a non-residential customer is unable to resolve any dispute with the Company, the customer may file a complaint with the Pennsylvania Department of Telecommunications and Cable, 1000 Washington Street, Suite 820, Boston, MA 02118-6500, Toll Free Telephone 1 800-392-6066. Pursuant to its authority under G.L.c. 159 Department has discretion whether to adjudicate complaints between non-residential customers and the Company. DTE 02-86 (June 2, 2003).

2.11.2 Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer.

2.11.3 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

2.12 Tests, Pilots, and Contests

The Company may conduct special tests or pilot programs at its discretion to demonstrate the ease of use and quality of service. The Company may also waive a portion of or all processing fees or installation fees for winners of contests sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer.

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DESCRIPTION OF SERVICE

3.1 General

The Company will provide Local Exchange Service in the Commonwealth of Pennsylvania as specified herein. The Company will provide services over its own facilities or will utilize the facilities, in whole or in part, of other telecommunications companies. Unless otherwise indicated, the service descriptions and rates provided herein apply to Resale Local Exchange Services and Facilities-Based Local Exchange Services

The Company's Local Exchange Services provide a Customer with a telephonic connection to, and a telephone number address on, the public switched telecommunications network. Each Exchange Access Service enables users to:

- A. receive calls from other stations on the public switched telecommunications network;
- B. access other services offered by the Company as set forth in this tariff;
- C. access certain interstate and international calling services provided by the Company;
- D. access (at no additional charge) the Company's operators and business office for service related assistance;
- E. access (at no additional charge) emergency services by dialing 0- or 9-1-1;
- F. access (at no additional charge) the telecommunications relay service (TRS) system by dialing 7-1-1; and
- G. access services provided by other common carriers that purchase the Company's switched access services as provided under the Company's Federal and Commonwealth tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

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DESCRIPTION OF SERVICE

3.2 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in the exchanges and local calling areas currently served by Verizon New England, Inc.

3.3 Basic Local Service Offerings

3.3.1 Residential Local Exchange Service

Residential Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Residential Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available, for an additional charge, for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Residential Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.



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DESCRIPTION OF SERVICE

3.3 Basic Local Service Offerings (Cont'd)

3.3.2 Business Local Exchange Service

Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available, for an additional charge, for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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DESCRIPTION OF SERVICE

3.3 Basic Local Service Offerings (Cont'd)

3.3.3 PBX Trunk Service

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group.

PBX Trunks are available as Inward, Outward or Two-Way combination trunks where services and facilities permit.

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges.

Recurring charges for PBX Trunk Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

3.3.4 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

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DESCRIPTION OF SERVICE

3.4 Optional Calling Features

3.4.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

3.4.2 Feature Descriptions

- A. Call Forwarding Variable - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- B. Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

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DESCRIPTION OF SERVICE

3.4 Optional Calling Features (Cont'd)

3.4.2 Feature Descriptions (Cont'd)

- C. Call Waiting - Basic: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- D. Speed Calling: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the a speed calling list without assistance from the Company.
- E. Call Forwarding Busy Line, Basic: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- F. Call Forwarding Don't Answer, Basic: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.

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DESCRIPTION OF SERVICE

3.4 Optional Calling Features (Cont'd)

3.4.2 Feature Descriptions (Cont'd)

- G. Remote Call Forwarding - Remote Call Forwarding (RCF) is a local exchange telecommunications service feature whereby all calls dialed to a telephone number equipped for RCF are automatically forwarded to another dialable exchange or 8XX Service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF Customer pays the applicable charges for the forwarded portion of the call.

Remote Call Forwarding service is offered subject to availability of suitable facilities. Remote Call Forwarding service is not offered where the terminating station is a coin telephone. The Company will not provide identification of the originating telephone number to the RCF Customer. Transmission characteristics may vary depending on the distance and routing necessary to complete the remotely forwarded call. Therefore, the normal grade end-to-end transmission is not guaranteed on such calls.

Each Remote Call Forwarding feature allows for forwarding one call at a given time. An additional path is necessary for each additional call to be forwarded simultaneously.

- H. Multiple Directory Number Distinctive Ringing: This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.

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DESCRIPTION OF SERVICE

3.4 Optional Calling Features (Cont'd)

3.4.2 Feature Descriptions (Cont'd)

- I. Call Return: allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
  
- J. Repeat Dialing: Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:
  - Calls to 800 Service numbers
  - Calls to 900 Service numbers
  - Calls preceded by an interexchange carrier access code
  - International Direct Distance Dialed calls
  - Calls to Directory Assistance
  - Calls to 911
  
- K. Call Block: Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
  
- L. Call Tracing: Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

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DESCRIPTION OF SERVICE

3.4 Optional Calling Features (Cont'd)

3.4.2 Feature Descriptions (Cont'd)

- M. Caller ID - Basic: Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
- N. Caller ID - Deluxe: Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and Commonwealth may be displayed rather than a Directory Name, depending on available call data.
- O. Anonymous Call Rejection: Permits the end -user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.
- P. Hunting: the Company offers basic "serial hunting," which defaults to the next available trunk within a group, when the prior trunk is busy.

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DESCRIPTION OF SERVICE

3.5 Directory Assistance and Listing Services

3.5.1 Directory Assistance

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

The customer is entitled to a monthly allowance of 10 (ten) direct-dialed Directory Assistance calls for each business residential, and each PBX trunk line.

3.5.2 Directory Listings

A. General

The following rules apply to basic listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company ~~use~~ abbreviations in listings. The Company may reject a residential listing which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

One basic listing for each individual line service, auxiliary line or PBX system is provided at no additional charge to the Customer. A basic listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records.

A name may be repeated in the white pages only when only when a different address or telephone number is used.



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DESCRIPTION OF SERVICE

3.5 Directory Assistance and Listing Services (Cont'd)

3.5.2 Directory Listings (Cont'd)

B. Nonpublished Service

Nonpublished service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a nonpublished number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonpublished number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonpublished service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonpublished service or the disclosing of said number to any person.

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DESCRIPTION OF SERVICE

3.5 Directory Assistance and Listing Services (Cont'd)

3.5.2 Directory Listings (Cont'd)

C. Nonlisted Service

Nonlisted service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a nonlisted number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonlisted number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonlisted service or the disclosing of said number to any person.

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DESCRIPTION OF SERVICE

3.6 Local Operator Services

3.6.1 Local Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Service. Per call charges which reflect the level of operator assistance and billing arrangement requested by the Customer apply in addition to any other applicable local usage charges.

3.6.2 Operator Service Call Types

- A. Customer Dialed Calling/Credit Card Call - This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number and card number where the capability exists for the Customer to do so.
- B. Operator Dialed Calling/Credit Card Call - This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.
- C. Operator Station - These charges apply in addition to local usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed to the originating line, Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.
- D. Person-to-Person - This charge applies in addition to local usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to the originating line, a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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DESCRIPTION OF SERVICE

3.6 Local Operator Services (Cont'd)

3.6.3 Available Billing Arrangements

- A. Bill to Line - A billing arrangement whereby the originating caller may bill the charges for a call to the Company-provided local exchange line from which the call is placed. The terms and conditions of the Company apply to payment arrangements.
- B. Calling Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.
- C. Collect Billing - A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.
- D. Commercial Credit Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.
- E. Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

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DESCRIPTION OF SERVICE

3.7 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)

Integrated Services Digital Network (ISDN) is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single Subscriber loop to support a wide variety of services via the public switched network. The Primary Rate Interface (PRI) consists of a 23B+D configuration with 23 64Kbps Bearer (B) digital channels and one 64 Kbps Data (D) digital channel. The B channels are designed for voice, data, image and sound transmissions. B channels can support synchronous, asynchronous or isochronous services at rates up to 64 Kbps. B channels can be aggregated for higher bandwidth applications. The D channel PRI provides the out of band signaling, call control and messaging.

PRI is provided through standard four wire DS-1 (1.544Mbps) point to point, private line facilities that enables Subscriber control of the 24 individual channels. PRI supports 1+, 0+, 7 digit and 10 digit IntraLATA and InterLATA services, as well as 01+ and 011+ international calling. PRI allows Subscribers to direct InterLATA voice, data and video over the Public Switched Telephone Network to the pre-subscribed IXC carrier of their choice, as well as 10XXX casual dialing. PRI also allows access to Public Switched Network services, such as Two-Way, Incoming Only, Outgoing Only and DID.

Multiple PRI interfaces can be combined to function as one group. Utilizing a Backup D Channel arrangement, Subscribers are able to link up 20 DS-1s together, providing a maximum of 479 64Kbps B Channels controlled by a single D (signaling) channel.

3.8 Line Splitting Charge

The Line Splitting Charge is a monthly charge designed to recover charges assessed to the Company by the ILEC in connection with lines which carry both voice and DSL services. These charges are non-discountable.

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RATES

4.1 Application of Rates and Charges

All services offered in this tariff are subject to Service Order, Nonrecurring, and Monthly Recurring Charges.

4.2 Service Charges and Surcharges

4.2.1 Service Order Charges

Service Order Charges apply for changes in service and for additions to service. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this tariff.

	<u>Business</u>	<u>Residential</u>
Connect new or additional access lines	\$58.56	\$28.25
For moves, changes or additions	\$20.19	\$16.00
Record type change	\$16.15	\$10.50
Change of existing CO access line	\$ 6.06	\$ 5.00

4.2.2 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

	<u>Business</u>	<u>Residential</u>
Per Premises Visit	\$19.18	\$14.50

4.2.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Business</u>	<u>Residential</u>
Per occasion	\$8.58	\$8.58

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RATES

4.3 Basic Local Service Rates

4.3.1 Residential Local Exchange Service

A. Monthly Recurring Charges

The following charges apply to Residential Local Exchange Service lines per month. The rates and charges below apply to service provided on a month-to-month basis. Touchtone service is available for an additional monthly charge of \$1.00 per line.

	<u>Monthly Rate</u>
Residential Local Exchange Service	\$27.95

B. Nonrecurring Charges

Nonrecurring charges apply to each line installed for the Customer. Nonrecurring charges are in addition to applicable service order charges contained in Section 4.2 of this tariff. All such charges will appear on the next bill following installation of the service.

Per Line	\$14.10
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RATES

4.3 Basic Local Service Rates (Cont'd)

4.3.2 Business Local Exchange Service Lines

A. Monthly Recurring Charges

The following charges apply to Business Local Exchange Service lines per month. The rates and charges below apply to service provided on a month-to-month basis.

	<u>Monthly Rate</u>
Business Local Exchange Service	\$35.95

B. Nonrecurring Charges

Nonrecurring charges apply to each line installed for the Customer. Nonrecurring charges are in addition to applicable service order charges contained in Section 4.2 of this tariff. All such charges will appear on the next bill following installation of the service.

Nonrecurring charges for installation of Business lines are:

Per Line	\$21.71
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RATES

4.3 Basic Local Service Rates (Cont'd)

4.3.3 PBX Trunk Service

A. Trunk Charges

Except as otherwise noted herein, PBX Trunk Service is provided at the Business Local Exchange Service Lines rates and charges as specified in Section 4.3.2 of this tariff.

	<u>Monthly Rate</u>
PBX Trunk Service	\$54.95

B. Direct Inward Dialing (DID) Service

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and nonrecurring charges for PBX Trunks as shown in this tariff. The Customer will be charged for the number of DID Number Blocks (20 numbers per block) regardless of the number of DID numbers utilized out of the available 20 numbers.

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Establish Trunk Group and Provide 1st Block of 20 DID Numbers	\$400.00	\$20.00
Each Additional Block of 20 DID Numbers	\$20.19	\$20.00

---

RATES

4.4 Optional Calling Features

4.4.1 Features Offered on a Usage Sensitive Basis

The Customer will be billed the Per Feature Activation Charge shown in the following table each time the feature is used by the Customer. Customers may subscribe to these features on a monthly basis to obtain unlimited use of the feature for a fixed monthly charge.

Optional Calling Features	Residential	Business
Three-Way Calling	\$0.75	\$0.75
Call Return	\$0.75	\$0.75
Repeat Dialing	\$0.75	\$0.75
Call Tracing (Per successful trace, nonsubscription)	\$1.00	\$1.00
Calling Number Delivery Blocking, Per Call	No Charge	No Charge

---

RATES

4.4 Optional Calling Features (Cont'd)

4.4.2 Features Offered on Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

Optional Calling Features (Group 1)	Business	Residential
Call Waiting	\$7.65	\$4.59
Call Forwarding Variable	\$2.69	\$2.30
Three Way Calling	\$2.66	\$2.30
Speed Calling ( 8-code)	\$2.69	\$2.30
Speed Calling ( 30-code)	\$3.84	\$3.43
Call Forwarding Busy Line	\$2.60	\$2.00
Call Forwarding Don't Answer	\$2.60	\$2.00
Call Block	\$6.06	\$4.04
Call Return	\$6.00	\$4.00
Repeat Dialing	\$6.00	\$2.00
Preferred Call Forwarding	\$6.06	\$4.04
Remote Access-Call Forwarding Variable	\$7.00	\$5.00

---

RATES

4.4 Optional Calling Features (Cont'd)

4.4.2 Features Offered on Monthly Basis (Cont'd)

Optional Calling Features (continued)	Business	Residential
Multiple Directory Number Distinctive Ringing - First DN	\$6.50	\$4.50
Multiple Directory Number Distinctive Ringing - Two DN's	\$6.50	\$4.50
Caller ID - Basic	\$8.50	\$6.55
Caller ID - Deluxe (with ACR)	\$9.50	\$7.50
Remote Call Forwarding <sup>1</sup>	\$15.59	\$14.66

<sup>1</sup> NRC for Remote Call Forwarding is \$20.19 and \$16.00 for business and residential accounts, respectively.

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RATES

4.5 Directory Assistance and Listing Services

4.5.1	Directory Assistance Service	<u>Business</u>	<u>Residential</u>
	Each Directory Assistance Call	\$1.25	\$0.50
	Call Completion	\$0.50	\$0.50

4.5.2 Directory Listings

A. Additional Listings

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for herein. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

	<u>Business</u>	<u>Residential</u>
- Each Additional Listing	\$1.05	\$0.56

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Issued: August 1, 2015

Effective Date: September 1, 2015

Issued By: Harold Barr, President  
218 East Park Ave., Suite 522  
Long Beach, NY 11561

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RATES

4.5 Directory Assistance and Listing Services (Cont'd)

4.5.2 Directory Listings (Cont'd)

B. Nonpublished Service

There is a monthly charge for each nonpublished service. This charges does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

	<u>Business</u>	<u>Residential</u>
Nonpublished service charge, per month:	\$2.45	\$2.45

C. Nonlisted Service

There is a monthly charge for each nonlisted service. This charges applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

	<u>Business</u>	<u>Residential</u>
Nonlisted service charge, per month:	\$1.85	\$1.85

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RATES

4.6 Local Operator Assisted Services

The per call charges below are in addition to any other applicable usage charges identified in this tariff.

Customer Dialed Calling/Credit Card	\$0.95
Operator Dialed Calling/Credit Card	\$2.50
Operator Station	
Billed Collect	\$2.50
Billed to Third Party	\$2.50
Billed to Line	\$2.50
Person-to-Person	\$4.50
Busy Line Verification and Line Interrupt Service:	
Per Busy Line Verification, Per Call	\$2.50
Per Line Interruption, Per Call	\$5.00

4.7 Line Splitting Charge

Monthly Recurring, Per Split Line	\$12.83
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SPECIAL ARRANGEMENTS

5.1 Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

5.2 Special Assembly Arrangements

Services and arrangements shall occasionally be developed on Special Assembly basis in response to requests of the Customer for unique services or arrangements. Rates for Special Assembly arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service that varies from tariffed arrangements. Special Assembly rates will be offered to customers in writing and will be made available to similarly situated customers.

5.3 Promotional Programs

The Company may, from time to time, offer services in this tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the DTC. Promotional offerings will have an ending date. All rates and terms contained in this tariff shall continue to apply unless specifically addressed in the promotional agreements.





212 East Park Ave., Suite 522, Long Beach, NY 11561

Tel. 1.212.226.4420

Fax 1.212.812.6405

**BALANCE SHEET**  
As of May 31, 2015

**RECEIVED**

JUL 27 2015

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**ASSETS:**

Current Cash/Accts Rec	\$138,283.75
Long Term Total Fixed Assets	\$383,699.10
Total Assets	<b>\$521,982.85</b>

**LIABILITIES**

Current Liabilities	\$68,000.00
Long Term Liabilities	\$356,982.85
Total Liabilities	<b>\$424,982.85</b>

**STOCK HOLDER EQUITY**

Common Stock	\$20,000.00
Retained Earnings	\$77,000.00
Total Stockholder Equity	<b>\$97,000.00</b>

**TOTAL LIABILITIES & STOCKHOLDERS EQUITY:**

<b>Total</b>	<b>\$521,982.85</b>
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**“Transcending the Telecom Bar”**

**TELEBROAD LLC**  
**FINANCIAL STATEMENTS**  
**DECEMBER 31, 2014**

**TELEBROAD LLC**  
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**DECEMBER 31, 2014**

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Statement of Cash Flows	4
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<b>Supplementary Information:</b>	
Cost of Sales	7
Selling, General and Administrative	7



## INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To The Members:

Telebroad LLC

Brooklyn, New York

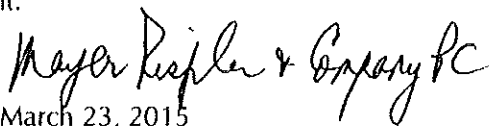
We have reviewed the accompanying balance sheet of Telebroad LLC as of December 31, 2014, and the related statements of income and members' equity and cash flows for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct a review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Our review was made primarily for the purpose of expressing a conclusion that there are no material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The supplementary information included in the accompanying schedules on page 8 is presented for purposes of additional analysis and is not a required part of the basic financial statements. The supplementary information has not been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, but has been compiled from information that is the representation of management. We have not audited or reviewed the supplementary information, and accordingly, we do not express an opinion or provide any form of assurance on it.

  
March 23, 2015

TELEBROAD LLC  
BALANCE SHEET  
DECEMBER 31, 2014

---

**ASSETS**

Current Assets:

Cash	\$ 111	
Accounts Receivable	<u>81,259</u>	
Total Current Assets		\$ 81,370

Property and Equipment, Net 1,341,864

Security Deposits 7,400

**TOTAL ASSETS \$1,430,634**

---

**LIABILITIES AND MEMBERS' EQUITY**

Current Liabilities:

Accounts Payable and Accrued Expenses \$159,824

**TOTAL LIABILITIES \$159,824**

Members' Equity 1,270,810

**TOTAL LIABILITIES AND MEMBERS' EQUITY \$1,430,634**

---

See independent accountants' review report and accompanying notes to the financial statements.

TELEBROAD LLC  
**STATEMENT OF INCOME AND MEMBERS' EQUITY**  
**FOR THE YEAR ENDED DECEMBER 31, 2014**

---

Sales		\$2,263,041
Cost of Sales		<u>649,354</u>
Gross Profit		\$1,613,687
<b>Expenses:</b>		
Selling, General and Administrative	\$ <u>1,320,832</u>	
Total Expenses		<u>1,320,832</u>
NET INCOME		\$ 292,855
MEMBERS' EQUITY – JANUARY 1, 2014	\$1,111,582	
Less: Distributions	<u>133,627</u>	<u>977,955</u>
<b>MEMBERS' EQUITY – DECEMBER 31, 2014</b>		<b>\$1,270,810</b>

---

See independent accountants' review report and accompanying notes to the financial statements.

TELEBROAD LLC  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2014

---

**Cash Flow From Operating Activities:**

Net Income		\$ 292,855
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Amortization	\$ 137,086	
Decrease (Increase) In Assets:		
Accounts Receivable	( 58,932)	
Security Deposit	( 7,400)	
Increase (Decrease) In Liabilities:		
Accounts Payable and Accrued Expenses	<u>73,492</u>	<u>144,246</u>
Net Cash Flow Provided by Operating Activities		\$ 437,101

**Cash Flow From Investing Activities:**

Acquisition of Property and Equipment	\$( <u>305,278</u> )	
Net Cash Flow Used in Investing Activities		(305,278)

**Cash Flow From Financing Activities:**

Members' Distributions	\$( <u>133,627</u> )	
Net Cash Flow Used in Financing Activities		(133,627)

NET DECREASE IN CASH \$( 1,804)

CASH – JANUARY 1, 2014 1,915

**CASH – DECEMBER 31, 2014** **\$ 111**

---

**Supplemental Disclosures of Cash Flow Information:**

Cash paid during the year for:

Interest	\$- 0 -	
Taxes	\$- 0 -	

See independent accountants' review report and accompanying notes to the financial statements.

**TELEBROAD LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2014**

---

**NOTE 1 – DESCRIPTION OF OPERATIONS**

Telebroad LLC (the Company) is a New York limited liability company which began operations in December 2006. The Company is a PBX and VOIP (voice over the internet protocol) service provider, selling to all types of businesses.

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES**

This summary of significant accounting policies of Telebroad LLC is presented to assist in understanding the Company's financial statements. These financial statements and notes are the representations of the Company's management who are responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States, and have been consistently applied in the preparation of these financial statements.

**Basis of Accounting** – The books and records of the Company are maintained on the accrual basis in accordance with accounting principles generally accepted in the United States of America ("GAAP").

**Use of Estimates** - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of the revenues and expenses during the reported period. Actual results could differ from those estimates.

**Concentration of Credit Risk** – Financial instruments, which potentially subject the Company to concentrations of credit risk, consist principally of trade accounts receivable and cash.

The Company extends credit based on an evaluation of the customer's financial condition, generally without requiring collateral. Exposure to losses on trade receivables is principally dependent on each customer's financial condition. The Company monitors its exposure for credit losses and maintains allowances for anticipated losses. No significant credit losses have occurred during the period.

The Company maintains a balance at a financial institution, which at times may exceed the federally insured limit. The Company has not experienced a loss in this account.

**Revenue Recognition** - The Company recognizes revenue at the time goods are shipped.

**Property and Equipment** – The Company records its property and equipment at cost. Major improvements and betterments to existing property and equipment are capitalized. Expenditures for repairs and maintenance that do not extend the life of the applicable asset are charged to expense as incurred. The Company computes depreciation on a straight-line and accelerated method over five years, the estimated useful lives of the assets.

**Income Taxes** - The Company is organized as a limited liability company in the state of New York, which is treated as a flow-through entity under the state tax law. Accordingly, the Company does not have a liability for federal or state income taxes. The members have allocated their share of profits or losses based on the limited liability company agreements.

See independent accountants' review report.



**TELEBROAD LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2014**

---

**Tax Uncertainties** – The Company accounts for income taxes in accordance with the income tax accounting guidance, as set forth in FASB ASC Topic 740, Income Taxes, which requires that tax positions initially need to be recognized in the financial statements when it is more likely than not that the positions will be sustained upon examination by the tax authorities. It also provides guidance for derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition.

As of December 31, 2014, the Company had no uncertain tax positions that qualify for either recognition or disclosure in the financial statements. The Company's policy is to record interest expense and penalties related to income taxes as operating expenses.

The Company's income tax returns are subject to examinations by taxing authorities for a period of three years from the date they are filed. As of December 31, 2014, the tax years from 2011 to 2013 are subject to examination.

**Fair Value of Financial Instruments** – The carrying value of the Company's financial instruments, including cash, accounts receivable, accounts payable, accrued expenses and liabilities, approximate fair value due to their short maturities. The fair value of long term debt approximates cost because the notes are at interest rates competitive with those that would be available to the Company in the current market environment.

**Subsequent Event** – In connection with the preparation of the financial statements for the year ended December 31, 2014, the Company has evaluated subsequent events and transactions for potential recognition and/or disclosure in the financial statements through March 23, 2015, the date of the financial statements issuance.

**NOTE 3 – PROPERTY AND EQUIPMENT**

Property and equipment is summarized as follows:

Hardware and Software	\$1,478,950
Less: Accumulated Depreciation	<u>137,086</u>
Net Property and Equipment	<u>\$1,341,864</u>

**NOTE 4 – COMMITMENTS**

The Company is obligated under a real property operating lease for its office, expiring in July 14, 2017. The lease requires monthly payments of \$3,811.

Future annual minimum are as follows:

<u>Year ending December 31,</u>	
2015	\$46,361
2016	47,752
2017 (seven months)	26,280

See independent accountants' review report.

TELEBROAD LLC  
SUPPLEMENTARY INFORMATION  
FOR THE YEAR ENDED DECEMBER 31, 2014

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**Cost of Sales:**

Equipment and Carrier Services	\$649,354	
<b>Cost of Sales</b>		<b>\$ 649,354</b>

---

**General and Administrative:**

Contract Labor	\$ 290,676
Commissions	365,694
Employee Welfare	14,115
Office Expense	44,577
Auto and Travel	37,736
Insurance	7,228
Telephone	8,711
Rent	45,011
Advertising	84,119
Professional Fees	13,881
Customer Support	84,398
Fees and Permits	57,649
Computer, Billing and Processing	32,821
Utilities	7,231
Equipment Rental	25,782
Bank Charges and Fees	64,117
Amortization	<u>137,086</u>
<b>Total General and Administrative Expenses</b>	<b>\$1,320,832</b>

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See independent accountant's review report.

## Barr Tell USA, Inc.

### Pro Forma Financial Statements

1	Year 1	Year 2	Year 3	Year 4	Year 5
2					
3	<b>Sales Forecast</b>				

4						
5 <b>Income Statement</b>						
6	Sales Revenue	50000	60000	75000	95000	1200000
7	less: Cost of Goods Sold	500	600	750	950	1200
8	<b>GROSS PROFIT</b>	49500	59400	74250	94050	1198800
9	less: Selling Expenses	10000	12000	15000	19000	24000
10	General and Administrative Expenses	10000	12000	15000	19000	24000
11	Depreciation Expense					
12	Other Operating Expenses					
13	<b>Total Operating Expenses</b>	20000	24000	30000	38000	48000
14	<b>OPERATING PROFIT</b>	29500	35400	44250	56050	71800
15	less: Interest and Other Expenses					
16	plus: Interest and Other Revenues					
17	<b>PRE-TAX INCOME</b>	29500	35400	44250	56050	71800
18	Income Tax					
19	<b>NET INCOME</b>	29500	35400	44250	56050	71800

20						
21 <b>Balance Sheet</b>						
22 <b>ASSETS</b>						
23	Cash and Equivalents	29550	64950	109200	165250	237050
24	Accounts Receivable					
25	Inventory					
26	<b>CURRENT ASSETS</b>	29550	64950	109200	165250	237050
27	Net Fixed Assets					
28	<b>TOTAL ASSETS</b>	29550	64950	109200	165250	237050
29 <b>LIABILITIES AND EQUITY</b>						
30	Accounts Payable					
31	Notes Payable					
32	Wages Payable					
33	Taxes Payable					
34	Current Portion of Long-Term Debt					
35	<b>CURRENT LIABILITIES</b>					
36	Long-Term Debt					
37	<b>TOTAL LIABILITIES</b>	0	0	0	0	0
38	Common Stock	1000	1000	1000	1000	1000
39	Retained Earnings	28500	63950	108200	164250	236050
40	<b>TOTAL EQUITY</b>	29500	64950	109200	165250	237050
41	<b>TOTAL LIABILITIES AND EQUITY</b>	29500	64950	109200	165250	237050

42						
43 <b>Cash Flow Statement</b>						
44	Net Income					
45	Depreciation Expense					
46	Net Income plus Depreciation Expense	29500	35400	44250	56050	71800

47	plus: Increase in Accounts Payable					
48	Increase in Other Payables					
49	less: Increases in Accounts Receivable					
50	Increase in Inventory					
51	OPERATING CASH FLOW	29500	35400	44250	56050	71800
52	plus: Net Cash from Financing Activities					
53	less: Net Investment Outlays					
54	NET CASH FLOW	29500	35400	44250	56050	71800
55	plus: Beginning Cash	50	29550	64950	109200	165250
56	ENDING CASH BALANCE	29550	64950	109200	165250	237050

22. AFFIDAVIT

State of New York :  
County of Nassau : ss.

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JUL 27 2015

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Harold Barr, Affiant, being duly sworn according to law, deposes and says that:

Affiant is the President of Barr Tell USA, Inc.

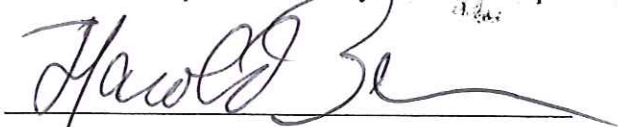
That Affiant is authorized to and does make this affidavit for said corporation.

That Barr Tell, USA, Inc., 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 Bar Tell USA, Inc., the Applicant herein, asserts that Applicant 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.

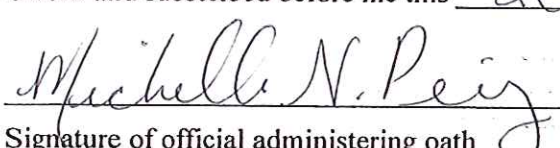
That Barr Tell, USA, Inc., the Applicant herein, asserts that Affiant, by and through its attorneys, has contacted the appropriate 911 Coordinator(s) via certified letter, from the list provided from the PUC website (<http://www.puc.state.pa.us>), and that arrangements are under way for the provisioning of emergency 911 service in each of the Counties/Cities where service is to be provided. The Applicant certifies Affiant 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 Affiant's knowledge, information and belief, and that Affiant expects said entity to be able to prove the same at any hearing thereof.



Signature of Affiant

Sworn and subscribed before me this 20 day of July, 2015.



Signature of official administering oath

MICHELLE N. PEREZ  
Notary Public, State of New York  
No. 01PE6316578  
Qualified in Nassau County  
Commission Expires December 15, 2018

My Commission expires Dec 15, 2018

## Adams

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**John Eline**

230 Greenamyer Lane  
Gettysburg, PA 17325-2313

**Phone** 7173348603

**Fax** 7173341822

**Email** jeline@adamscounty.us

## Allegheny

---

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## Allentown

---

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## Armstrong

---

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## Beaver

---

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## Bedford

---

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## Berks

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## Bethlehem

---

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## Blair

---

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## Bradford

---

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## Bucks

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**Peter Ference**

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**Email** pference@co.bucks.pa.us

## Butler

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**Robert McLafferty**

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VERIFICATION

I, Harold Barr, hereby state that I am the President of BARR TELL USA, INC., the Petitioner in the foregoing Petition; that I am authorized to make this Verification on behalf of BARR TELL USA, INC., that the foregoing Petition was prepared under my direction and supervision; and that the statements in the foregoing Petition are true and correct to the best of my knowledge, information, and belief.



---

Harold Barr  
President  
BARR TELL USA, INC.

RECEIVED

JUL 27 2015

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**CERTIFICATE OF SERVICE**

I, Elizabeth M. McKeever, of full age, hereby certify that, on July 27, 2015, I caused a copy of the foregoing Application Form for Approval of Authority to be served, via Federal Express, upon:

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

**Office of Attorney General**  
Office of Consumer Protection  
Strawberry Square  
Harrisburg, PA 17120

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

**RECEIVED**

JUL 27 2015

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

*Elizabeth M. McKeever*

Dated: July 27, 2015



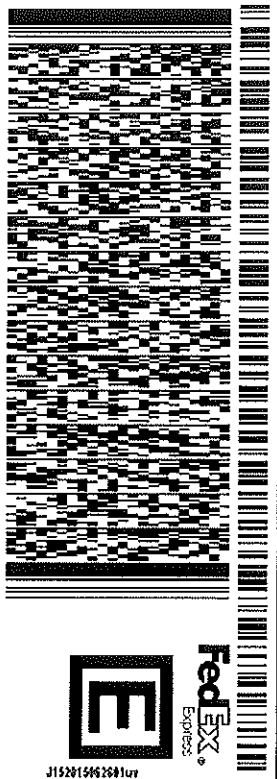
ORIGIN ID: JV/A (908) 753-8300  
DONNA GIULIANO  
BEVAN MOSCA GIUDITTA & ZARILLO  
222 MOUNT AIRY ROAD  
SUITE 200  
BASING RIDGE NJ 07920  
UNITED STATES US

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ACTWTG: 1.00 LB  
CAD: 50998137/NET3670

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PA. PUBLIC UTILITY COMMISSION  
COMMONWEALTH KEYSTONE BUILDING  
SECOND FLOOR ROOM N201  
HARRISBURG PA 17120  
(717) 772-7777 REF: 25014011  
INV. PO DEPT.

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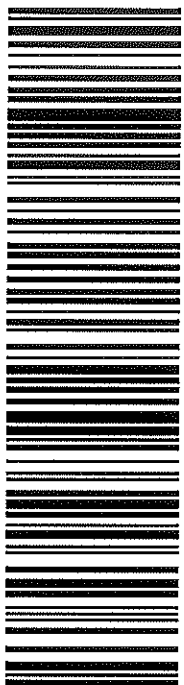


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